VOLUME I

TECHNOLOGY AGREEMENT

by and between

Washington State Department of Enterprise Services

and

WorkForce Software, LLC

September 23, 2013

VOLUME I

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TECHNOLOGY AGREEMENT

BY AND BETWEEN

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

AND

WORKFORCE SOFTWARE, LLC

SEPTEMBER 23, 2013

DES CONTRACT NO. K2336

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SCHEDULES

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TECHNOLOGY AGREEMENT

This Technology Agreement ("***Agreement***") is made and entered into as of September 23, 2013 (the "***Effective Date***"), by and between the Washington State Department of Enterprise Services, an agency of the state of Washington, with a principal place of business at 1500 Jefferson Street SE, Olympia, Washington 98504-1408 ("***DES***", as further defined herein), and WorkForce Software, LLC, a Delaware limited liability corporation, with a principal place of business at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("***Prime Vendor***").

WHEREAS, on February 26, 2013, DES issued a request (the "***RFP***", as further defined herein) to provide, implement, support and maintain a time, leave and attendance information solution ("***TLA Solution***," as further defined herein) (the implementation of the TLA Solution is referred to as the "***TLA Solution Project***"), and to implement the TLA Solution Project (as further defined herein).

WHEREAS, on April 16, 2013, Prime Vendor submitted to DES its written response to the RFP, as subsequently supplemented (the "***TLA RFP Response***", as further defined herein), and in the TLA RFP Response and otherwise Prime Vendor represented to DES that it had the software, services, skills and personnel required to meet the requirements set forth in the RFP and implement the TLA Solution in accordance with the terms set forth in the Agreement.

WHEREAS, Prime Vendor acknowledges that during the negotiation period, including the implementation planning study workshops, it had sufficient time and opportunity to conduct comprehensive due diligence on the TLA Solution Project, including the ability to obtain a full understanding and clarification of the DES Business and Technical Requirements.

WHEREAS, in reliance on the representations made by Prime Vendor in the TLA RFP Response and in subsequent discussions, the Demonstrations, presentations to DES and the commitments and assurances made by Prime Vendor herein, DES selected Prime Vendor over other prospective technology providers to implement the TLA Solution.

WHEREAS, DES and Prime Vendor want to specify the terms and conditions under which Prime Vendor and DES will form their long-term technology partnership, implement the TLA Solution, and engage in future projects as may be agreed to by the parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

ARTICLE 1
SCOPE OF AGREEMENT, PARTNERING PRINCIPLES AND RELATIONSHIP MANAGEMENT

1.1 Scope of Agreement. The Agreement shall apply to all Software, Services and Equipment provided by Prime Vendor to DES, whether such Software, Services and Equipment are contemplated as of the Effective Date or thereafter, including the licensing of new or additional products or services, engaging in new or additional projects, purchasing new equipment

and the like, which shall all be subject to all applicable Washington state laws and policies related to competitive procurement.

1.2 Partnering Principles. The principles identified below ("***Partnering Principles***") include principles that the parties have determined to be important to ensure the success of their relationship. The Partnering Principles function as "constitutional" statements regarding the parties' overall intentions for the Agreement and all Project Agreements and Contract Supplements executed pursuant to the Agreement. If any term or condition of the Agreement or any Project Agreement or Contract Supplement is ambiguous or unclear or if the parties did not anticipate a particular issue, the parties shall refer to and apply the Partnering Principles to resolve and/or address the ambiguous, unclear and/or unanticipated issue.

PARTNERING PRINCIPLE #1	DIRECT SENIOR EXECUTIVE OVERSIGHT AND DECISION MAKING

In a long-term strategic relationship, direct senior executive oversight and involvement by both parties is needed to ensure all commitments and timeframes are met. While ultimate decision making authority with respect to the TLA Solution Project and future projects rests with DES, Prime Vendor and DES must each manage their personnel and discharge their duties within the agreed parameters and requirements to ensure the projects are successfully implemented.

PARTNERING PRINCIPLE #2	COMPETITIVE PRODUCTS

DES will be making a significant investment in Prime Vendor's products, and DES wants to ensure that Prime Vendor remains a competitive provider of solutions. Prime Vendor commits that its products shall be technologically competitive as measured against other commercially available products of the same types.

PARTNERING PRINCIPLE #3	COMPETITIVE PRICING, GROWTH OF DES AND PREDICTABILITY OF ON-GOING COSTS AND EXPENSES

Prime Vendor's products and Services must be competitively priced and contemplate the growth in use at DES and the Agencies DES supports. Costs and expenses must be clearly articulated and understood by the parties prior to initiating a project or any change orders. Cost, personnel and other resource requirements must be clearly outlined for all parties.

PARTNERING PRINCIPLE #4	TIME-TO-MARKET SOLUTIONS AND REGULATORY UPDATES

In a long-term technology relationship, time-to-market for products, including regulatory updates, is critical to DES. Economic incentives for Prime Vendor must be in place to ensure that Prime Vendor performs on a timely basis and delivers and implements fully tested and operational products.

PARTNERING PRINCIPLE #5	PRODUCT DEVELOPMENT

DES will have the ability to influence Prime Vendor's product development efforts and be given the option to test and implement any new product developments on an early adopter, as is or other agreed to basis. DES will be integrally involved in Prime Vendor's technology strategic planning process. On-going representation and/or observation and participation rights on Prime Vendor's "top-tier" customer councils and committees should be made available to DES.

PARTNERING PRINCIPLE #6	QUALITY PERSONNEL TO SUPPORT THE RELATIONSHIP

Qualified personnel will be devoted by both parties to the relationship. The parties will commit appropriate, qualified management, administrative, technical and other support personnel to achieve the objectives of the relationship.

PARTNERING PRINCIPLE #7	COMMITMENT TO OPEN ARCHITECTURE PRODUCTS AND COMPLIANCE WITH DES' ENTERPRISE ARCHITECTURE

Prime Vendor's products will operate in an open architecture environment and in accordance with DES' enterprise architecture. Prime Vendor will make available to DES all interfaces and supporting documentation specifications to promote interoperability among DES' other systems and devices.

PARTNERING PRINCIPLE #8	COOPERATION WITH DES' OTHER TECHNOLOGY PARTNERS

Given the various technology platforms supporting DES, joint planning, open communication, and cooperation and collaboration between DES and all of its technology partners will be required. As such, Prime Vendor will participate in these cooperative activities.

PARTNERING PRINCIPLE #9	ALIGNMENT OF ACCOUNTABILITY AND RESPONSIBILITY

Accountability and responsibility of roles should be aligned to ensure that each party is responsible for the aspects of a project or relationship that they control.

PARTNERING PRINCIPLE #10	PROTECTION OF DES' LONG-TERM INVESTMENT IN THE SOLUTION

Prime Vendor will ensure that DES' investments in Prime Vendor products are protected economically against shifts in platforms and product migration.

PARTNERING PRINCIPLE #11	THOROUGH AND SPEEDY ISSUE RESOLUTION

Prime Vendor and DES will ensure a thorough and speedy resolution of issues that arise in the relationship, including issues that may arise in a project.

1.3 Relationship Management. The parties commit to proactive sponsorship of the relationship created under the Agreement, and to further the interests of the relationship, agree to the following:

1.3.1 General. Each party shall allocate appropriate, quality personnel to fulfill the objectives of the relationship including, as appropriate and applicable, personnel to fulfill the development, implementation and support obligations set forth herein and in a Project Agreement and/or Contract Supplement. If either party believes that the other has not allocated sufficient personnel, the matter will be brought to the attention of the Executive Sponsors for resolution.

1.3.2 Executive Sponsors. Each party shall designate a senior executive-level individual (for DES, the "***DES Executive Sponsor***," and for Prime Vendor, the "***Prime Vendor Executive Sponsor***," and each an "***Executive Sponsor***") who will have overall responsibility for the relationship between the parties with respect to the relationship. The Prime Vendor Executive Sponsor shall be the Chief Executive Officer of Prime Vendor and have full authority to act on behalf of Prime Vendor with respect to all matters related to the Agreement. Each party may designate a new Executive Sponsor at any time by providing written notice thereof to the other party. If DES determines that individual appointed by Prime Vendor is not fulfilling the goals of the relationship, DES shall communicate that determination to Prime Vendor, and Prime Vendor shall replace such individual with an individual that both parties agree is suitable to fulfill the Prime Vendor Executive Sponsor role. The Prime Vendor Executive Sponsor's participation as sponsor of the relationship shall not be chargeable to DES.

1.3.3 Executive Briefings. The relationship with Prime Vendor will involve a significant investment and substantial commitment from DES in the form of monies, personnel, time and effort. During the pendency of the TLA Solution Project, the Executive Sponsors and other appropriate representatives from each party shall meet at least quarterly, or more frequently if needed, at DES, to discuss the overall relationship of the parties, the status of the TLA Solution Project, the status of and any risks, issues and any problems or difficulties relating to the TLA Solution Project and the Hosting Services, whether timeframes are being met, and what actions Prime Vendor can take to mitigate such risks, issues, problems or difficulties. From and after Project Completion of the

TLA Solution Project, the Executive Sponsors shall meet bi-annually, or more frequently at the request of a party, in alternating locations between Prime Vendor's home office and DES' offices, to discuss the overall relationship of the parties, any risks, issues, problems or difficulties relating to Hosting Services, the Product Roadmap Presentation, any and such other items as appropriate. In addition to the above meetings, Prime Vendor's Chief Executive Officer and President shall meet generally on an annual basis with the DES Executive Sponsor and other DES leadership to discuss the relationship between DES and Prime Vendor. Prime Vendor Executive Sponsor's support of the relationship, including participation in phone calls, meeting (on-site and off-site), problem resolution and the like, and any expenses incurred in connection therewith, shall not be chargeable to DES.

1.3.4 Prime Vendor Account Executive. Prime Vendor shall designate an individual (the "***Prime Vendor Account Executive***") to serve as Prime Vendor's regular point of contact to administer the Agreement and projects, oversee the delivery of Solutions, Equipment and Services to DES and the overall performance of Prime Vendor's responsibilities under the Agreement and any Project Agreements and Contract Supplements. The Prime Vendor Account Executive shall attend all executive briefings. If DES perceives that the Prime Vendor Account Executive is not effectively discharging her or his duties, at DES' request, Prime Vendor shall replace such individual. Prime Vendor shall not charge DES for any Services, meeting time, *etc.*, provided by the Prime Vendor Account Executive.

1.3.5 Prime Vendor Project Management. For each project, Prime Vendor shall appoint one or more Prime Vendor Project Manager(s) ("***Prime Vendor Project Manager(s)***"), and where more than one Prime Vendor Project Manager is assigned, then a project director to oversee the multiple Prime Vendor Project Managers ("***Prime Vendor Project Director***").

1.3.6 Prime Vendor Contract Manager. Prime Vendor shall designate an individual (the "***Prime Vendor Contract Manager***") to be responsible primarily for ensuring Prime Vendor's contractual compliance with the Agreement, and for proactively communicating and coordinating with Prime Vendor's Project Director, Project Manager(s) and other Prime Vendor personnel as needed, to ensure such compliance. In furtherance thereof, the Prime Vendor Contract Manager shall, among other things:

(a) Be fully knowledgeable about all the commitments made by Prime Vendor in the Agreement, Project Agreements and Contract Supplements, especially where such commitments may differ from Prime Vendor's general business practices and policies;

(b) Advise Prime Vendor personnel and Prime Vendor's subcontractors on the commitments made by Prime Vendor to ensure the Prime Vendor personnel have a full and complete understanding of the level and scope of the commitments made under the Agreement, Project Agreements and Contract Supplements;

(c) Along with the Prime Vendor Account Executive, serve as a point of contact to administer the Agreement;

(d) Ensure that all policies and procedures relating to Prime Vendor's administration of the Agreement are applied consistently by Prime Vendor; and

(e) Such other duties or responsibilities relating to the administration of the Agreement as may be reasonably requested from time-to-time by either party.

1.3.7 Prime Vendor Information Security Officer; Compliance with Security Policies and Procedures and Security Certification.

(a) ***Compliance with Security Policies and Procedures.*** Prime Vendor shall comply with: (i) security requirements and obligations required by applicable Law; (ii) the state of Washington security policies and procedures and DES Security Policies and Procedures; and (iii) Prime Vendor's security standards, policies, guidelines and procedures, provided that state of Washington security policies and procedures and DES Security Policies and Procedures shall take precedence over any inconsistencies or conflicts with Prime Vendor's security standards, polices, guidelines and procedures (**subsections (i)** through **(iii)** are collectively referred to as the "***Security Policies and Procedures***"). If there is a change in the Security Policies and Procedures from and after the Effective Date that Prime Vendor determines increases its costs to provide Services, Support and Maintenance Services or Hosting Services, Prime Vendor may submit a Change Request detailing Prime Vendor's reasonable increased costs to comply with such change. DES will evaluate the Change Request and either sign a Change Order paying the amounts set forth therein, whereupon Prime Vendor shall comply with the change in the Security Policies and Procedures, or waive Prime Vendor's obligation to comply with such change. The Prime Vendor Information Security Officer's participation shall not be chargeable to DES. On or before the first Production date for the TLA Solution, Prime Vendor shall implement, test and place into production the security controls, features and protocols set forth on **Schedule 1.3.7(a)**, and, upon DES' request, shall provide to DES documentation and other evidence substantiating completion of such improvements.

(b) ***Prime Vendor Information Security Officer Responsibilities.*** Prime Vendor shall designate a corporate officer ("***Information Security Officer***") who shall, at no cost or expense to DES:

(i) Be responsible to ensure Prime Vendor's initial and ongoing compliance with the Security Policies and Procedures;

(ii) At least once every six (6) months, and at any other time requested by DES, provide a written certification to DES confirming Prime Vendor's compliance with the Security Policies and Procedures; and

(iii) Upon DES' request, including following any certification related to Prime Vendor's compliance with the Security Policies and Procedures, meet with DES' Chief Information Security Officer to discuss Prime

Vendor's certification, the Security Policies and Procedures or other related matters.

(c) ***Security Certifications***. As of the Effective Date, Prime Vendor uses the ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27001:2005, Code of Practice for Information Security Management ("***ISO Security Standards***") and ITIL in developing its security practices, all as set forth in **Schedule 1.3.7(c)**. Prime Vendor covenants to seek certification under the ISO Security Standards on or before December 31, 2015, and once obtained, Prime Vendor shall maintain such certification on an on-going basis.

Prime Vendor shall provide DES with full and complete copies of any ISO Security Standards and other security audits, reports and reviews, whether conducted internally by Prime Vendor or through a Third Party, within five (5) days of a request by DES and within thirty (30) days of Prime Vendor's receipt of such audits, reports and reviews. If there are deficiencies cited and/or recommendations made, Prime Vendor Information Security Officer, Prime Vendor Executive Sponsor and other appropriate personnel from Prime Vendor shall meet to review the deficiencies and recommendations and develop a plan of action to address such items. The implementation of any measures to address deficiencies and/or recommendations shall not be chargeable to DES.

1.4 ***Conflicts in Interpretation***. In resolving any inconsistencies relating to the Agreement, the following order of precedence shall be followed:

(a) First, and most senior, applicable Laws;

(b) Second, the terms contained in the main body of the Agreement;

(c) Third, the terms contained in any Schedule, Exhibit (except for Project Agreement and Contract Supplement) and/or Attachment to the Agreement, provided that no order of precedence shall be given among them;

(d) Fourth, the terms contained in the main body of a Project Agreement and/or Contract Supplement;

(e) Fifth, the terms contained in any Schedule, Exhibit and/or Attachment to a Project Agreement and/or Contract Supplement other than the Project Schedule and any Statement of Work, provided that no order of precedence shall be given among them;

(f) Sixth, the Statement of Work document, if any, for the applicable Project Agreement and/or Contract Supplement, and if there are any Attachments or Schedules to the Statement of Work, the main text of the Statement of Work will take precedent over the terms and conditions set forth in such Attachments or Schedules;

(g) Seventh, the Joint Resource Plan, if any, for the applicable Project Agreement and/or Contract Supplement;

(h) Eighth, the Project Schedule, if any, for the applicable Project Agreement and/or Contract Supplement;

(i) Ninth, the RFP Response; and

(j) Tenth, any Documentation (to the extent not included in one of the preceding subsections) in the order of precedence contained in the definition thereof.

All RFP Responses, including the TLA RFP Response, are incorporated herein by reference and made a part of the Agreement. In addition, all Schedules, Attachments and Exhibits to the Agreement, including the following, are incorporated herein by reference and made a part of the Agreement:

Schedule 1.3.7(a) Security Improvements
Schedule 1.3.7(c) Current ISO and ITIL Practices
Schedule 1.5 Definitions
Attachment A Exceptions to DES Security Policies and Procedures
Attachment B RFP Response Clarifications
Schedule 3.2.3 Certification Form
Schedule 5.3.2 Change Order Form
Schedule 7.1 Support and Maintenance Services
Attachment A Multi-Vendor Sourcing Procedures
Attachment B Support Standards and Support Credits
Schedule 8.4.2 Service Rates
Schedule 8.5.1 Form of Prime Vendor Invoice
Schedule 15.3.1 Insurance Coverages
Schedule 15.15 DES Policies

Exhibit 1 TLA Solution Project Agreement (including all Schedules, Attachments and Exhibits therein)
Exhibit 2 Hosting Services (including all Schedules, Attachments and Exhibits therein)
Exhibit 3 Subcontractor Confidentiality and Non-Disclosure Agreement
Exhibit 4 Third Party Confidentiality and Non-Disclosure Agreement
Exhibit 5 Software Escrow Agreement

Prime Vendor Implementation Methodologies will be used in the TLA Solution Project and in future projects. Using such Prime Vendor Implementation Methodologies may involve the use of terms, conditions, processes, protocols, workflows, assumptions or other features that the parties are required to follow. Using, following or implementing such Prime Vendor Implementation Methodologies shall not alter or modify Prime Vendor's obligations under the Agreement or any Project Agreement. Without limiting the generality of the foregoing, to the extent a Project Charter, "project management plan," "project initiation plan," "test materials" or similar documents are developed for the TLA Solution Project or other project, but are not attached to the applicable Project Agreement or Contract Supplement on its effective date, such items must be developed consistently with the terms of the Agreement, and any deviation from the terms of the Agreement because of the Prime Vendor Implementation Methodologies or otherwise, will not be deemed to amend or modify the terms of the Agreement, and the parties expressly disclaim

that such changes amend the Agreement through course of dealing, by operation of law or otherwise.

1.5 Definitions and Construction. Capitalized terms used herein shall have the meanings ascribed to them in **Schedule 1.5**, or in any other Schedule, Exhibit or Attachment. Any project-specific definitions, if any, shall be included in the applicable Project Agreement or Contract Supplement. The words "include", "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation". Any reference herein to a particular Article or Section number (*e.g.*, "**Article 7**" or "**Section 7.1**"), shall be deemed a reference to all Sections of the Agreement that bear subnumbers to the number of the referenced in the Article or Section (*e.g.*, a reference to **Article 9** includes **Section 9.1** through **9.16**, and a reference to **Section 9.1** includes reference to **Sections 9.1.1**, **9.1.2,** *etc.*). The terms "hereof," "hereunder," "herein" and words of similar import will refer to the Agreement as a whole and not to any particular provision of the Agreement. Definitions in the Agreement apply equally to the singular and plural forms of the defined terms. Unless otherwise expressly specified, all references to "days" without any designation of "calendar" or "business" will be deemed to be references to calendar days and not business days. All references to "business days" shall mean Monday through Friday, excluding Holidays. When calculating the time period before which, within which or following which any act is to be done or step taken pursuant to the Agreement, the date that is referenced in calculating such period will be excluded (for example, if an action is to be taken within two (2) days of a triggering event and such event occurs on a Tuesday then the action must be taken by Thursday). If the last day of a business day period is a non-business day, the period in question will end on the next succeeding business day.

1.6 Other DES/Prime Vendor Agreements. Following the Effective Date, if Prime Vendor acquires a new Affiliate and such new Affiliate is a party to one (1) or more agreements with DES or an Agency of the State (each a "***New Affiliate Agreement***"), DES has the right, but not the obligation, to subject the products, software and services set forth in the New Affiliate Agreement ("***New Affiliate Agreement Products and Services***") to the terms of the Agreement, as set forth herein. Within thirty (30) days following DES' written notice to Prime Vendor that the New Affiliate Agreement Products and Services will be subject to the terms of the Agreement, and such New Affiliate Agreement Products and Services shall be subject in all respects to the terms of the Agreement as though such Pre-Existing Contract were originally provided to DES by Prime Vendor under the Agreement.

ARTICLE 2
PROJECT AGREEMENTS AND CONTRACT SUPPLEMENTS

DES shall license Software, and purchase Hosting Services and other Services, and Equipment from Prime Vendor pursuant to the terms of a Project Agreement for project-related initiatives (a "***Project Agreement***"), and a contract supplement for non-project related initiatives (a "***Contract Supplement***"). The TLA Solution Project Agreement is attached as **Exhibit 1**. All future Project Agreements developed by the parties shall be substantially in the same form and format as the TLA Solution Project Agreement, and, to the extent applicable, Contract Supplements, and future Project Agreements and Contract Supplements shall be consistent with the terms and conditions contained in the Agreement, and include, as applicable, the following items:

(a) A list of all Software, Hosting Services and other Services, and Equipment;

(b) Complete pricing information for the Software (including any Support and Maintenance Services Fees for the Software), Hosting Services and other Services, and Equipment;

(c) A Statement of Work and Project Schedule for the Services, including a detailed description of the training, education and adoption Services, developed in accordance with the terms set forth in **Sections 5.2.1** and **5.2.2**;

(d) A list of Key Personnel;

(e) A Test Plan for the System;

(f) The Approved Equipment Configuration for the System;

(g) The Performance Standards, including those relating to:

(i) System response time warranties (such as data transmission, screen-to-screen, report production and on-line entry standards);

(ii) System availability and up-times; and/or

(iii) Other performance and/or functionality standards that are specific to the System;

(h) A listing of System-specific Documentation;

(i) Any Solution-specific license terms or System-specific Support and Maintenance Services terms; and

(j) Any other Solution-specific terms and conditions.

ARTICLE 3
DELIVERY OF SOLUTIONS

3.1 Software License

3.1.1 Grant of License. Subject to the further terms and conditions of the Agreement, Prime Vendor grants to DES and the Agencies served by DES a perpetual, non-exclusive, non-transferable (except as permitted under the terms set forth in **Sections 15.12** and **15.21**), unlimited use (except as may be otherwise set forth in a Project Agreement or Contract Supplement), user and user type in connection with its business operations, non-assessable, irrevocable (except as provided in the last paragraph of **Section 10.3**), worldwide, fully-paid (once all Software License Fees relating to the particular Software item have been paid), multi-site and Enterprise-Wide (except to the extent otherwise set forth in a Project Agreement or Contract Supplement) license for DES, the Agencies served by DES and their Authorized Users to: (a) use the Software and

the Documentation; (b) at no additional Software License Fee, to transfer and operate the Software on a different operating system and/or on different equipment; (c) make as many production and non-production copies of the Software and Documentation as DES deems necessary for production and non-production purposes, including testing, disaster recovery, backup, training and education, development and archiving; and (d) adapt the Software and combine the Software with Third Party Software. For purposes of the Agreement and without limiting the generality of the foregoing, the term "***Enterprise-Wide***" shall mean the right to use the Software across the entire spectrum of business and operational activities involving DES and the Agencies served by DES, now and in the future, including any and all growth of DES and the Agencies served by DES.

3.1.2 Construction and Interpretation of License and Right to Use Terms. Prime Vendor acknowledges that the intent of the scope of the Software license is to make DES' rights to use the Software as broad as possible and, accordingly, the language in **Section 3.1.1** shall not be interpreted strictly or narrowly in favor of Prime Vendor. Furthermore, in the event Prime Vendor develops future limitations, qualifications and/or restrictions in how it licenses the Software to its customers, such future limitations, qualifications and/or restrictions shall have no effect on the scope of the Software license granted herein to DES and the Agencies served by DES, and Prime Vendor expressly disclaims the right to claim otherwise.

3.1.3 Restrictions. Other than the rights granted to DES herein, no Intellectual Property Rights to the Software are transferred to DES under the Agreement. DES shall not disassemble, reverse compile, reverse engineer or otherwise translate the Software; provided, however, that DES shall have the right to disassemble, reverse compile, reverse engineer or otherwise translate the Software for purposes of creating interoperable computer programs.

3.1.4 Freedom of Use. Prime Vendor understands that DES may provide information processing services to other users that are Agencies of the State and other tax-supported entities. Prime Vendor further understands that DES or other users that are Agencies of the State and other tax-supported entities may provide services to the public through Internet applications. A Solution may be used in the delivery of these services. Prime Vendor acknowledges and agrees that such use of a Solution is permitted and acceptable.

3.2 Deliverables.

3.2.1 General. As part of a Project Agreement, Contract Supplement, Change Order or other applicable document or request, Prime Vendor may prepare and/or provide Deliverable(s) for DES.

3.2.2 Review and Certification of Deliverables. Each Deliverable shall be in a form, format, and in such detail as is necessary to: (a) in the case of Deliverables in respect of which specifications have been developed, cause it to conform to such specifications; or (b) in the case of Deliverables in respect of which specifications have not been developed, considering the purpose of the Deliverable, cause it to be reasonably acceptable to DES; and (c) and be of fit quality, including meeting any quality standards as may be set forth in a Project Agreement or Contract Supplement (the applicable ac-

ceptance criteria for a Deliverable under the foregoing subsections shall constitute the "***Certification Criteria***" for the purposes of this Section). Prior to delivery to DES, Prime Vendor shall perform a systematic review of each Deliverable and shall, at the time of delivery to DES, confirm in writing that the Deliverable conforms to the Certification Criteria. Following receipt of the applicable Deliverable and within the review period that is applicable to the Deliverable (or if none is specified, then within a reasonable period of time) (the "***Review Period***"), DES shall review the Deliverable. If the Deliverable does not conform to its Certification Criteria, DES promptly will notify Prime Vendor of the deficiencies, but no later than within the Review Period, and Prime Vendor promptly will modify the Deliverable and resubmit it to DES for its review. The process described above will repeat until the Deliverable conforms to its Certification Criteria, and once this condition is met the Deliverable will be certified by DES. To the extent the failure of the Deliverable to conform to the Certification Criteria was caused by Prime Vendor, Prime Vendor shall perform its obligations relating thereto without additional cost or expense to DES. The parties acknowledge that certain Deliverables, such as design and configuration documents, will be subject to further activities, such as unit, systems and integration and user acceptance testing. If, upon testing or other confirmation process, a Deliverable that was previously certified does not meet the intended functionality due to a Prime Vendor error or design flaw, then the corrections required will be provided by Prime Vendor at no cost to DES. If the previously certified Deliverable does not meet the intended functionality due to a change in DES' requirements or a DES error in communicating its requirements, then any correction shall be subject to a charge pursuant to a Change Order, and such Change Order shall address changing a Deliverable Due Date or Critical Milestone Due Date if required. Any extensions of time permitted by DES where the Certification Criteria are not met does not waive any rights or remedies DES has with respect to an Event of Default for failure of Prime Vendor to meet a Critical Milestone Due Date.

If there is substantial but not complete conformance to the Certification Criteria and Prime Vendor wants DES to partially certify the Deliverable, Prime Vendor shall make a request for partial certification and accompanying such request shall be a plan to complete the Deliverable and the timeframe therefor. DES will evaluate any such request but shall not be required to agree to partial certification. If DES agrees to a partial certification, the Certification Form to be signed shall specify that the Deliverable is being partially certified, and the form must have attached an agreed to "Compliance Plan" on how the remaining components of the Deliverable will be completed. If there is partial certification, DES may agree, but shall not be required as a condition thereof, to make a partial payment against such certification, and any such partial payment shall require an amendment to the payment terms under a Project Agreement or Contract Supplement to be effective against DES.

3.2.3 Certification Form. Upon accepting (or partial certification as provided above) any Deliverable submitted by Prime Vendor, DES shall provide Prime Vendor with written acceptance of such Deliverable by the signing of the Certification Form set forth in **Schedule 3.2.3** by the DES Program Manager, or her or his designee, and for Deliverables that create a payment obligation, the additional signature of the DES Chief Information Officer shall be required. No other form of certification, such as email communications, oral information or otherwise, shall be effective for purposes of certification, payment or otherwise, and shall not be effective against DES.

3.2.4 Ownership of Deliverables.

(a) Ownership of Non-Software Based Deliverables. Subject to Prime Vendor's rights under **Section 3.2.5**, DES shall be and remain the sole and exclusive owner of any non-software-based Deliverables, such as designs, configuration outputs, test scripts, test data bases, workflow diagrams and schematics and reports developed by Prime Vendor for or on behalf of DES.

(b) Ownership of Interface and Extension Deliverables. Subject to Prime Vendor's rights under **Section 3.2.5** and the further terms of this Section, all Interfaces and Extensions paid for by DES and developed by Prime Vendor shall be and remain the sole and exclusive property of DES. If Prime Vendor wants to make such Interfaces or Extensions available to any other customer, or wants to incorporate the Interface and/or Extension in its base software or service offering, then ownership of such item will transfer to Prime Vendor upon written agreement by the parties that: (i) Prime Vendor shall include the Support and Maintenance Services with respect to such items (whether or not such items were previously covered by Support and Maintenance Services); (ii) any Support and Maintenance Services Fees or other fees relating to such items separately paid by DES (*i.e.*, any separate charges shall be eliminated); (iii) DES shall not be obligated to pay any license fees for such Interfaces or Extensions; and (iv) if the amount paid by DES for such item exceeded Twenty Five Thousand Dollars ($25,000), the parties shall negotiate a recapture formula whereby DES will be reimbursed by Prime Vendor for the amounts paid by DES in connection with such Interfaces or Extensions with the financial goal to have the amount paid reimbursed within a two (2) year period.

(c) Work-For-Hire. In developing a Deliverable that is owned by DES, the parties agree that such ownership shall inure to the benefit of DES from the date of the conception, creation or fixation of the Deliverable in a tangible medium of expression, as applicable, and that all newly created copyright aspects of such Deliverables shall be considered "works-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Deliverables, or any part thereof, are not considered "works-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Prime Vendor shall be deemed to have expressly assigned to DES all exclusive right, title and interest in and to such Deliverables without further consideration, and Prime Vendor agrees to promptly execute all such documents as may be requested by DES to evidence and/or perfect DES' Intellectual Property Rights therein.

3.2.5 Pre-Existing and Independently Developed Intellectual Property. Each party (and/or its Third Party licensors) is and shall remain the owner of all right, title and interest in and to that party's Intellectual Property Rights that existed prior to the Effective Date and in and to that party's Intellectual Property Rights that may be independently developed by such party on or after the Effective Date.

3.2.6 Support for Interfaces, Extensions and other Software-Based Deliverables. Prime Vendor shall provide Support and Maintenance Services for Interfaces,

Extensions and other software-based Deliverables in accordance with the terms of **Section 1.2.4** of **Schedule 7.1**.

3.2.7 Third-Party Agreements. Any agreement entered into by Prime Vendor and a Third Party in connection with Deliverables under the Agreement shall include the same terms as those appearing in **Section 3.2.4** to ensure that DES obtains the same rights in the works generated under such Third Party agreement as those set forth in **Section 3.2.4**.

3.3 Interfaces.

3.3.1 Cooperation. Prime Vendor acknowledges that DES is working with a number of Third Parties to develop, maintain and support various Agencies' systems and DES' systems and that it may be necessary to implement one (1) or more Interfaces between a Solution and such systems. Prime Vendor shall cooperate and work with DES and such Third Parties to implement and use standard Interfaces or develop and implement custom developed Interfaces, in accordance with the terms of **Section 3.2**, as necessary to allow information to pass from DES' and/or an Agencies' systems to a Solution, and vice-versa. Such cooperation may include, among other things, Prime Vendor's attendance at meetings with DES personnel and/or Third Party vendors and making available to DES and Third Party vendors the Documentation for the Interfaces. Prime Vendor shall attend DES-requested telephonic meetings (at no charge to DES) upon two (2) business days' notice by DES and DES-requested in-person meetings at DES (which in-person meetings will be chargeable to DES if approved in advance), upon four (4) business days' notice by DES.

3.3.2 Delivery/Development of Interfaces; Interface Documentation. In accordance with the terms set forth in the applicable Project Agreement or Contract Supplement, Prime Vendor shall deliver and install at DES the standard Interfaces identified in the applicable Project Agreement or Contract Supplement. If Prime Vendor must develop a custom Interface, such Interface development shall be considered a Deliverable and developed in accordance with the terms set forth in **Section 3.2**. Prior to Project Completion for the applicable System, Prime Vendor shall provide to DES the Documentation for all Interfaces, including record layouts, design documentation, functional specifications, technical specifications, data transformations and data aggregations for each and every Interface (both standard Interfaces and custom developed Interfaces). DES' receipt of such Documentation shall in all instances be a condition of Project Completion for the applicable System, and DES shall not be obligated to make and/or shall be excused from making any payment due to Prime Vendor at Project Completion until all such Documentation is received and accepted by DES. Prior to Project Completion, Prime Vendor shall provide to DES Documentation for all Enhancements to any Interfaces at no additional charge to DES. After Project Completion, Prime Vendor shall provide to DES Documentation for Interface Enhancements as part of and pursuant to Prime Vendor's Support and Maintenance Services obligations.

3.4 Documentation.

3.4.1 General. For each component of a Solution, Prime Vendor shall provide to DES Documentation that is reasonably detailed and complete and that accurately describes the functional and operational characteristics of the Solution. Prime Vendor shall

provide to DES updated versions of all such Documentation as soon as reasonably practical following its release by Prime Vendor, but in no event later than ten (10) business days following delivery of any Enhancements to DES. Updated Documentation will be at least as detailed as the Documentation issued to DES with any initial Solution delivery. The date, version and/or release number of each and every item of Documentation that is applicable to a particular System will be specified in the applicable Project Agreement or Contract Supplement. For any Interfaces and Extensions and other software-based Deliverables, the Interface and Extension software shall internally document in the source code, instructions and pointers on how the Interface or Extension operates, and replicates such instructions and pointers in separate written Documentation. The level of detail required for Interface Documentation shall be sufficient to enable a reasonably skilled programmer to update and retrofit the Deliverable to future versions and releases of the Solution or other computer programs to which the Interface interfaces or Extension operates.

3.4.2 Additional Documentation. Prime Vendor's Documentation shall include detailed user-level descriptions of the changes in a release and the impact of such changes, detailed, comprehensive and complete technical release notes that identify all changes in a release and/or Enhancement. Prime Vendor agrees to continually work to improve and enhance the level of detail contained in its Documentation.

3.5 Project Management, Performance and Other Tools, Utilities, Etc. Subject to any additional terms and conditions as set forth in a Project Agreement or Contract Supplement, Prime Vendor shall grant to DES a royalty-free license or provide access via a service during the term of the Agreement to all Prime Vendor (or its Affiliate's)-owned utilities and tools used by Prime Vendor to provide Services and/or in connection with a project, and, to the extent such licenses are sub-licensable by Prime Vendor to DES, a license to Third Party-owned utilities and tools used by Prime Vendor to provide Services and/or in connection with a project, including all tools and utilities used by Prime Vendor to provide project management, implementation, evaluation and operational, maintenance and support Services, and all tools and utilities used by Prime Vendor to provide performance monitoring, testing, managing and support of the Solution (collectively, "***Prime Vendor Tools and Utilities***"), which Prime Vendor Tools and Utilities may be set forth in a Project Agreement or Contract Supplement. If Prime Vendor has omitted any tools and utilities described above, such tools and utilities shall nonetheless be Prime Vendor Tools and Utilities, the parties promptly shall update the appropriate documentation to reflect such omitted tools and utilities, and Prime Vendor shall provide such tools and utilities to DES in accordance with the above terms. If there are tools and utilities introduced in the future by Prime Vendor then such tools and utilities shall be Prime Vendor Tools and Utilities and Prime Vendor shall make such tools and utilities available to DES in accordance with and subject to the terms set forth in this Section. During the pendency of a project, Prime Vendor shall provide training and education on the use of the Prime Vendor Tools and Utilities. The Prime Vendor Tools and Utilities shall be set forth in the applicable Project Agreement or Contract Supplement. For so long as the Agreement is not terminated and Prime Vendor is providing Support and Maintenance Services to DES, Prime Vendor shall provide updated versions and/or all new Prime Vendor Tools and Utilities as such updated versions are available, all at no additional cost to DES.

3.6 Source Code.

3.6.1 Software Escrow Agreement. The Source Code and other Deposit Materials for all Solutions licensed to DES hereunder shall be deposited in escrow, with Prime Vendor's escrow agent, which, as of the Effective Date, is EscrowTech International, Inc., to be located in the United States. The escrow deposits shall be subject to release, all in accordance with the terms and conditions of the Software Escrow Agreement. The Software Escrow Agreement is supplementary to the Agreement. Prime Vendor shall make and cause to be made deposits of the Deposit Materials for the Software Escrow Agreement within thirty (30) days of the Effective Date. If Prime Vendor fails to deposit all such Deposits within the initial thirty (30) day time period, and thereafter, within the time frames specified in the Software Escrow Agreement, provided such failure is not cured by Prime Vendor within thirty (30) days following receipt of written notice of such failure, without limiting any other rights and remedies that may be available to DES, DES shall have the right to: (a) seek specific performance of the Deposit obligations in the Software Escrow Agreement, and Prime Vendor hereby waives all defenses associated with such remedy; (b) withhold payment of any and all amounts then due or that may become due to Prime Vendor; (c) obtain release of the Source Code and other Deposit Materials in accordance with the Software Escrow Agreement; and/or (d) terminate the Agreement in accordance with **Article 10.2**.

3.6.2 Source Code License. Upon any release of the Deposits to DES under the Software Escrow Agreement, DES shall have a perpetual, non-exclusive, non-transferable (except as permitted under the terms set forth in **Section 15.12**), unlimited user (subject to the terms and conditions of **Section 3.1.1**, as applicable), non-assessable, irrevocable, worldwide, fully paid and multi-site license (and sublicense with respect to Third Party Software) either directly or through a Third Party retained by DES, to use, modify, adapt, execute, compile and create derivative works of the Deposits for DES' internal use in order to support and enable DES' continued use of the Solution. In addition, Prime Vendor shall make available to DES at the Services Rates the key programmers or authors of the Solution that are then employed by Prime Vendor, and DES agrees not to solicit for employment or retention such employees, for the purpose of facilitating DES' installation and bringing up to operational status of the Solution from the Deposits. If Prime Vendor fails or refuses to make its employees available to DES on a timely basis, DES shall be entitled to the judicial remedy of specific performance to require Prime Vendor to provide resources, and Prime Vendor shall not object in any such judicial proceeding to this form of remedy, it being acknowledged that damages would be an inadequate remedy with respect to DES' continued use of the Solution. DES shall not be deemed to be in violation of the non-solicitation terms of this Section under any of the following conditions: Prime Vendor fails to make such employees employment status known to DES; the employee initiates contact with DES; general recruitment using a recruiter, social media, print media and the like, where the solicitation is non-targeted. Prime Vendor acknowledges that DES shall not be responsible for verifying any employment-related terms or conditions relating to Prime Vendor's employees.

3.7 Technical Assistance and Knowledge Transfer. Prime Vendor shall transfer any knowledge it possesses which is necessary for the day-to-day operation of the System(s) to DES employees and contractors designated by DES so that DES will be able to operate and support the System(s) on a going forward basis ("***Knowledge***").

The transfer of Knowledge shall consist of Prime Vendor instructing, educating and training DES personnel with respect to the following, to the extent within Prime Vendor's Knowledge:

(a) The Solution(s) and all Interfaces between and among the Solution(s) and Third Party Software, including as further described in a Statement of Work;

(b) Enhancements to the Solution and Interfaces;

(c) All data files, file and data definitions and relationships, data definition specifications, data models, program and logic, interfaces, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts relating to the Solution;

(d) All available maintenance and support tools, utilities, diagnostic programs and supporting programs utilized by Prime Vendor in the support and maintenance of the Solution, Interfaces and other Deliverables;

(e) Documentation;

(f) Security requirements and methodologies implemented under the terms of the Agreement to prevent or detect unauthorized access, and any networking security tools;

(g) Methodologies that address traffic management, workload balancing, segmentation, routing and overall network performance analysis;

(h) The installation/maintenance of tools to support network performance analysis;

(i) Management and troubleshooting, including how to install and utilize management and remote troubleshooting tools;

(j) Maximizing the use of the Solution, Interfaces and other Deliverables to perform key operational functions, including data backups, program downloads and security checks and how to automate such functions to minimize manual intervention; and

(k) Any and all updated, changed or revised policies, practices, procedures, processes and/or techniques with respect to the Knowledge previously transferred to DES hereunder.

If and when the Deposit Materials are released to DES, Prime Vendor shall cooperate with and assist DES in the transfer of Knowledge and in such other aspects of the Systems or their operation as may be reasonably necessary to facilitate DES' understanding and use of the Deposit Materials.

3.8 DES Participation in Product Development.

3.8.1 Advisory Council. Prime Vendor shall permit DES to participate on Prime Vendor's advisory or other councils and committees, including any of its "Tech-

nical Design Workshops" or similar advisory groups. If Prime Vendor has any councils, committees, retreats, "Technical Design Workshop" or other similar forums in which Prime Vendor's top tier customers are entitled to participate, DES shall be granted participation rights on no less favorable terms as Prime Vendor's other top tier customers.

3.8.2 Product Roadmap Presentations. Prime Vendor shall provide DES a WebEx or other video-supported presentation of its internal product roadmap for the Solution and other products that are of interest to DES (collectively, the "***Product Roadmap Presentation***"). The initial Product Roadmap Presentation shall be provided prior to signing the applicable Project Agreement or Contract Supplement, and each Product Roadmap Presentation thereafter shall contain substantially the same detail and content as the initial Product Roadmap Presentation and be provided to DES whenever Prime Vendor makes any significant change to its product roadmap.

3.8.3 Early Adopter Status. From time-to-time, Prime Vendor allows certain customers to become "early adopters" of new, improved and/or emerging software products ("***Emerging Products***"). Prime Vendor shall notify DES of any Emerging Products that relate to the Solution and, as appropriate, other Prime Vendor products. DES shall have the right to become an early adopter of any such Emerging Products, in which event the parties shall develop a Project Agreement or Contract Supplement that shall address, as appropriate: (a) fees, if any, to be paid to Prime Vendor; (b) implementation, training, support and other related services associated with installing and operating the Emerging Product; and/or (c) any additional equipment required, on a loaner or other basis, to operate the Emerging Product.

3.8.4 Development Participation. Prime Vendor will afford DES the ability to directly participate in the development of future features and functionality of the Solution and other software products of Prime Vendor that are of interest to DES through the hosting of one-on-one development meetings ("***Development Meetings***"). Prime Vendor agrees that such Development Meetings will include discussion of the development phase of a subsequent release or version of the Solution and the development phase of a new product, as well as the timing for freezing the developments for the release, version or new product, and the cutoff date for reviewing new developments for the release, version or new product. Prime Vendor will provide DES with written notice of any features and functionality that are planned in new releases and versions generally within thirty (30) days, but no later than sixty (60) days, after Prime Vendor first identifies such for a particular release or version ("***Planned Features and Functionality***"). During the Development Meetings, DES may request that Prime Vendor provide new and additional features and functionality in a future release or version or new product. Prime Vendor will review, consider and respond in writing to such DES requests for inclusion into new releases, versions and new products within thirty (30) days or other mutually agreed timeframe of its receipt of such request. Prime Vendor shall provide DES with prior written notice if Prime Vendor determines to remove any particular feature or functionality as a Planned Feature or Functionality. Prime Vendor shall retain the sole right and discretion over the development and timing of Planned Features and Functionality and other Enhancements to be included in the Solution. Development Meetings shall be conducted at DES' request but at a time mutually convenient for both parties and can be held, at DES' election, in person with key Prime Vendor developer personnel at Prime Vendor's primary software development facilities for the Solution.

ARTICLE 4
EQUIPMENT

4.1 Delivery of Equipment.

4.1.1 Delivery Costs; Changes in Delivery Location. Prime Vendor shall cause the Equipment, if any, to be delivered to the applicable DES-specified installation location on the date specified in the applicable Project Agreement or Contract Supplement using the method of transportation required to meet the delivery date(s) specified therein. Equipment shall in no event be left or dropped off at DES' loading dock, and delivery will not have occurred until the Equipment is delivered to the applicable DES-designated data center room, designated staging area or other location. All costs associated with delivery of the Equipment to DES (freight, rigging and insurance) shall be included in the purchase price for the Equipment and not charged in a separately issued invoice. At any time prior to delivery of the Equipment, DES shall have the right to designate a different delivery location for the Equipment. To the extent that such change in delivery location results in changes to the delivery dates for the Equipment, such changes shall be implemented in accordance with the Change Order terms of **Section 5.3**. All Equipment shall be subject to the testing and acceptance procedures set forth in **Section 6.9**. Installation Services related to Equipment shall be set forth in a Project Agreement, Contract Supplement, Change Order or other ordering document.

4.1.2 Delivery Delays Requested by DES. Unless otherwise agreed by the parties, upon ten (10) days' prior written notice to Prime Vendor and prior to the scheduled Equipment shipment date, DES shall have the right to suspend or reschedule delivery of any Equipment at no cost or expense to DES; provided, however, that DES shall reimburse Prime Vendor for any reasonable, actual and documented warehousing or other similar expenses incurred by Prime Vendor as a result of a delivery suspension that continues for more than ninety (90) days. If DES suspends or reschedules any Equipment delivery date as provided herein less than ten (10) days before the originally scheduled shipment date for the applicable Equipment, Prime Vendor shall accommodate such request, and DES shall reimburse Prime Vendor for any reasonable, actual and documented warehousing or other similar expenses incurred by Prime Vendor as a result of such suspension or rescheduling.

4.1.3 On-Site Receipt of Equipment. Prime Vendor personnel will be on-site at the DES-specified data center room, staging area or other location at the time the Equipment is delivered. Such personnel will receive, unpack and inventory the Equipment and inspect such Equipment for damage. Prime Vendor will report to DES and resolve all shipping errors, inventory discrepancies and damaged or defective materials. Receiving and unpacking shall be performed in a staging area previously designated for the storage and unpacking of Equipment. Such area will be selected based on a location that minimizes movement of material and personnel through the installation site. Prime Vendor shall utilize materials such as plywood or masonite as necessary to prevent heavy objects from damaging floors, walls and doors. Prime Vendor shall perform general cleaning of the installation area (*e.g.,* clearing floors of debris, packing material, *etc.*) on a regular basis throughout the installation period. Rubbish shall be disposed of at Prime Vendor's expense and in compliance with local requirements and DES Policies.

If Prime Vendor fails to maintain and clean the installation site in accordance with this Section, DES shall have the right to invoice Prime Vendor for all costs and expenses related to such cleaning, and such invoices shall be due and payable within fourteen (14) days following the date of the invoice. At its option, DES shall have the right to set off any such costs and expenses against any amounts due or to become due to Prime Vendor.

4.2 Title; Risk of Loss. Title and risk of loss to any Equipment shall pass to DES upon delivery of such Equipment to the DES-designated installation site (*e.g.*, DES' data center); provided, however, that such title transfer shall in no way constitute a waiver of any acceptance rights and remedies that may be available to DES under the Agreement, and provided further that Prime Vendor shall at all times remain responsible for any damages associated with such Equipment that are based upon the fault or negligence of any Prime Vendor employee, agent and/or subcontractor.

4.3 New Equipment; Substitutions. All Equipment shall be new and shall not contain any replacement or refurbished parts or components. Prime Vendor shall not substitute any Equipment, or component thereof, with any other equipment, or component thereof, without DES' prior written consent. Prime Vendor may be permitted to temporarily substitute any Equipment, or component thereof, if all of the following conditions are met: (a) the substitute equipment, or component thereof, is equivalent or better in form, fit, function, capacity and performance than the ordered Equipment, or component thereof; (b) Prime Vendor is unable to meet the delivery requirements of DES in the absence of such substitution; (c) Prime Vendor provides reasonable prior written notice of the substitution to DES; and (d) DES consents in writing to the proposed substitution. If Prime Vendor substitutes any Equipment, or component thereof, as described herein, the cost of installation and removal of such substitute Equipment shall be borne solely by Prime Vendor. Title to and risk of loss for the substitute Equipment, unless accepted by DES as a permanent substitution, shall at all times remain with Prime Vendor.

4.4 Equipment Testing. Upon delivery of any item of Equipment to DES, Prime Vendor shall test the Equipment components (including the related operating system software) in accordance with the applicable Equipment manufacturer's standard diagnostic procedures, applicable DES Policies (including related to any data center Third Party procedures) and other testing criteria deemed reasonably necessary by DES to verify and confirm that the Equipment components (including the related operating system software) operate in accordance with such manufacturer's specifications and certify that the Equipment is ready for software loading. If any non-conformities are discovered during Equipment testing, Prime Vendor promptly shall correct such non-conformities. For equipment purchased by DES from a Third Party, DES shall be responsible for the testing of the equipment and will provide Prime Vendor with notice when it has completed its testing. Thereafter, Prime Vendor shall perform such reviews of DES' equipment to enable Prime Vendor to certify the configurations, and if Prime Vendor cannot so certify, provide written notice of any additional items or components needed for certification. This process shall continue until Prime Vendor is able to certify DES' equipment for purposes of software loading, and upon such certification shall sign and deliver the Certification Form to DES.

4.5 Equipment Maintenance. DES shall have the right to obtain maintenance services for any Equipment purchased from Prime Vendor directly from the manufacturer or any other Third Party.

ARTICLE 5
PROJECT AND IMPLEMENTATION SERVICES

Prime Vendor shall provide the Services as described in a Project Agreement or Contract Supplement, and when providing such Services shall comply with the further terms and conditions set forth in this Article.

5.1 Project Management Services. For projects in which Prime Vendor is performing project management Services, Prime Vendor shall act as the project manager and shall perform all customary duties of a project manager, including performing the day-to-day project management duties, managing the provision and coordination of the Services provided by Prime Vendor, reporting on the progress of or delays involving DES, and managing to complete the project on-time and within the Fixed Fee or budget. Without limiting the generality of the foregoing, Prime Vendor shall provide the following project management Services, which Services may be supplemented as specified in a Project Agreement.

5.1.1 Project Status and Other Meetings. On the dates and locations specified in the Statement of Work and/or Project Schedule and other dates as reasonably requested by DES, the Prime Vendor Project Director, the Prime Vendor Project Manager(s), the DES Program Manager and applicable DES Project Manager(s) and other appropriate representatives of the parties shall discuss the status of the project ("***Project Performance (Status) Meetings***"). Project Performance (Status) Meetings for a project shall be held with the frequency (*e.g.*, weekly) and at the location (*e.g.*, at DES) as set forth in the applicable Project Agreement.

At least two (2) business days before each Project Performance (Status) Meeting, Prime Vendor shall create and distribute to all meeting participants, a meeting agenda, and send the Project Performance (Status) Report electronically to DES. At each Project Performance (Status) Meeting, the parties shall review the Project Performance (Status) Report and discuss any existing or newly discovered Issues and Risks, progress towards project goals, any proposed changes to Critical Milestone or Deliverables Due Dates and other Issues relevant to the project. Prime Vendor shall keep minutes of the meetings and shall include such minutes in the next Project Performance (Status) Report.

In addition, Prime Vendor shall create, maintain, update and circulate to applicable personnel a separate schedule that identifies the time, place, location and participants for all Project Performance (Status) Meetings, other status meetings, team meetings, executive briefings and other meetings relating to the project. For all Prime Vendor-arranged or conducted meetings: (a) Prime Vendor shall discuss such dates for meetings in advance with all key personnel from DES who need to attend such meetings to avoid scheduling the meetings when there are scheduling conflicts, and conflicts of availability for key personnel of DES; and (b) Prime Vendor shall prepare all meeting materials and present them to the meeting attendees sufficiently in advance of the meeting to permit time for review by the recipients.

5.1.2 Project Performance (Status) Reporting Management, Reports and Feedback.

(a) ***General.*** The Project Performance (Status) Report shall conform to the form, format, frequency, quality standards, content structure, minimum data sets, nomenclature and other operational program management systems adopted by DES, and be signed by the Prime Vendor Project Director (or Prime Vendor Project Manager if there is no Prime Vendor Project Director) and include:

(i) Excerpts from project issue logs based on escalation criteria as specified by DES' approved processes;

(ii) Excerpts from project risks logs based on escalation criteria as specified by DES' approved processes;

(iii) The cost management plan, both actual funds expended and those to be encumbered;

(iv) A separate section identifying the accomplishments and Issues encountered since the last Project Performance (Status) Report, and suggestions and proposed actions for dealing with and resolving such Issues, including identifying and explaining actual delays and expected delays, and the impact of such Due Date delays and expected delays, relating to the Statement of Work, Project Schedule and Deliverable Due Dates and Critical Milestone Due Dates;

(v) A separate section identifying previously-reported Issues, the date such Issue was previously reported, and the action taken to address such Issues – if no action was taken by either party, Prime Vendor shall identify which party was required to act and identify that such party did not take action;

(vi) Based on the estimating models determined by DES, the percent complete for each Deliverable, Critical Milestone and other milestones and the effort remaining and/or estimated number of hours required to complete each Deliverable, Critical Milestone and other milestones;

(vii) Thirty (30) and sixty (60) day forecasts identifying all the activities and tasks required of the project teams and the expected Deliverables and other outputs, which forecasts must be consistent with the timeframes set forth in the Project Schedule;

(viii) A cumulative summary and status of each Change Request, Change Response and Change Order, and a determination as to whether response time frame commitments are being met;

(ix) Compliance with Deliverable Due Dates and Critical Milestone Due Dates, and whether any Delay Credits, Quality Credits and/or Incentives are incurred, earned back or due;

(x) Status of any requests for additional Prime Vendor Personnel;

(xi) Status of any proposed changes to any other Schedules, Exhibits or Attachments to a Project Agreement or Contract Supplement, or any proposed amendments to the Agreement;

(xii) Tasks/activities accomplished and Deliverables completed since last Project Performance (Status) Report, tasks/activities/Deliverables planned for completion/delivery between the issuance of the current Project Performance (Status) Report and the next Project Performance (Status) Report and the dependencies of such tasks/activities/Deliverables; and

(xiii) Such other matters as one party may request of the other.

Issues or Risks that may arise shall be timely reported by one party to the other. Prime Vendor shall include in the Project Performance (Status) Report s any delays by DES and/or Third Parties or other circumstances as well as any Issues that are reported by DES to Prime Vendor. For any delays caused by DES (including any failures by DES personnel to fulfill its responsibilities), Prime Vendor shall identify the delay and/or the specific activity, task or subtask in the Project Schedule that DES has not completed on time. DES shall have the right to assume that Prime Vendor is not aware of any Issues or Risks unless Prime Vendor specifically identifies such Issues or Risks in the Project Performance (Status) Report s.

No Issues or Risks shall be deleted or removed from the Project Performance (Status) Report, issue log or risk log, respectively, until such Issue or Risk has been resolved to DES' reasonable satisfaction and DES agrees to remove the Issue from the Project Performance (Status) Report, issue log or risk log, as applicable.

(b) Feedback and Updates. DES shall have the right, but not the obligation, to provide feedback and comment on any Project Performance (Status) Report provided by Prime Vendor. If DES provides written feedback and comment to a Project Performance (Status) Report, Prime Vendor shall incorporate into and address such feedback and comment in the next Project Performance (Status) Report.

5.1.3 Issue Management. The issue log tool and issue management methodology shall be identified in each Project Agreement, and Prime Vendor shall use such tool and methodology to provide issue management Services. Prime Vendor shall identify and report on all Issues, whether such Issues are identified by Prime Vendor or DES,

which arise in a project. Without limiting the generality of the foregoing, Prime Vendor shall:

(a) Populate an issues and defects log as soon as Prime Vendor or DES identifies an Issue or Defect; to the extent the Prime Vendor's tool is used for the issue and defects log, Prime Vendor shall provide DES with the ability to directly input Issues and Defects;

(b) For each Issue and Defect identified, propose to DES a mitigation plan to eliminate or mitigate the Issue and/or Defect, and upon approval, Prime Vendor shall include the mitigation plan in the issues and defects log;

(c) Monitor all outstanding Issues and report on whether the previously-approved mitigation efforts have been or are being undertaken and then assess whether the mitigation efforts are successful or need further revision; and

(d) Provide the current, updated issues log to the DES Program Manager on no less than a weekly basis, and such updated log shall be included in connection with the delivery of the Project Performance (Status) Report.

To the extent Prime Vendor uses an issues log tool other than DES' tool, Prime Vendor shall provide DES with unrestricted access to such issues log tool, including the ability to export, save and download any or all information contained in such tool relating to any DES project.

5.1.4 Risk Management. The risk log tool and risk management methodology shall be identified in each Project Agreement, and Prime Vendor shall use such tool and methodology to provide risk management Services. Prime Vendor shall provide risk management Services for both episodic and on-going Risks in a project. Without limiting the generality of the foregoing, Prime Vendor shall:

(a) Populate a risk log as soon as Prime Vendor or DES identifies a Risk; to the extent the Prime Vendor's tool is used for the risk log, Prime Vendor shall provide DES with the ability to directly input Risks;

(b) For each Risk identified, propose to DES a mitigation plan to eliminate or mitigate the Risk, and upon approval, Prime Vendor shall include the mitigation plan in the risk log;

(c) Monitor all outstanding Risks and report on whether the previously-approved mitigation efforts have been or are being undertaken and then assess whether the mitigation efforts are successful or need further revision; and

(d) Provide the current, updated risk log to the DES Program Manager on no less than a weekly basis, and such updated log shall be included in connection with the delivery of the Project Performance (Status) Report.

5.1.5 Project Cost Management. DES may create a cost management plan for use in managing a project. If DES develops a cost management plan, Prime Vendor

will provide data inputs during the pendency of the project required to populate such cost management data based on Deliverables, Critical Milestones and milestones.

5.1.6 Communications Plan. Each Project Agreement shall include a comprehensive communication plan which shall have at least two (2) separate components: one component targeted to communications to project team members and other internal constituents (internal); and a second component targeted to communications to broader DES constituencies (external). The internal constituents plan will be developed by Prime Vendor with DES input, and the DES constituencies plan will be developed by DES with Prime Vendor input. The communication plan shall include, as applicable:

(a) Developing communications standards, methods, formats and templates, with Prime Vendor initially providing a variety of samples and templates with respect to internal and external constituencies for DES' consideration;

(b) Communicating project status for both internal and external constituencies, including preparing a project newsletter as mutually agreed, but no less than quarterly during the pendency of a project;

(c) Communicating team member assignments for internal constituencies;

(d) Communicating upcoming tasks, meetings and Critical Milestones for internal constituencies;

(e) Communicating Issues and Risks for internal constituencies; and

(f) Schedule management for internal constituencies.

Prime Vendor's development of its component of the communications plan shall be a Deliverable, subject to the terms of **Section 3.2**.

5.1.7 Document Management and Control.

(a) Form and Format. In developing written documentation, Prime Vendor shall present for DES' approval, the form and format for documentation templates and conventions such that all project-related documentation retains a consistent look and feel.

(b) Repository. For each project, using the tool or utility agreed to by the parties and identified in a Project Agreement, a project repository will be developed and used to track documents and other project artifacts. Prime Vendor shall comply with DES' procedures and policies relating to the use, version control and updating of the repository, and shall ensure that any items uploaded into the repository are uploaded on a timely basis, are an accurate version of the documents to be uploaded, and use the taxonomy and naming conventions approved by DES.

(c) ***Security of Documents in Prime Vendor's Control***. Prime Vendor shall ensure the security of all project materials under Prime Vendor's control, including as requested by DES.

5.1.8 ***Contract Compliance Meeting***. Prime Vendor and DES shall meet approximately monthly to discuss the parties' compliance with the Agreement and any pending Project Agreements and resolve any compliance Issues.

5.1.9 ***Cooperation; Coordination with Other DES Contractors***. DES may involve Third Parties in the implementation of a project to assist DES in the discharge of its responsibilities or otherwise perform activities and tasks not otherwise assigned to Prime Vendor. Notwithstanding any such Third Party involvement, Prime Vendor shall:

(a) Take the lead to facilitate communications with and work constructively and cooperatively with DES' Third Parties involved in a project to ensure the Integration of numerous Third Party products with the System(s);

(b) Notify DES in writing in a Project Performance (Status) Report if any Third Party's performance (or failure to perform) has or may impact the project; and

(c) Work with the DES Project Manager(s) to facilitate resolution of any Issues which develop relating to such Third Parties.

5.2 ***Implementation Services***.

5.2.1 ***Statements of Work, Project Schedules and Joint Resource Plans***. Each Project Agreement or Contract Supplement that involves Prime Vendor's provision of implementation, development and/or other Services shall include the following documents, as further described below: A statement of work ("***Statement of Work***"), an integrated project schedule ("***Project Schedule***") and joint resource plan ("***Joint Resource Plan***"), each of which shall be initially created jointly by the parties through an implementation planning study or other mutually agreed process and attached to the applicable Project Agreement or Contract Supplement. Thereafter, the Project Schedule and Joint Resource Plan shall be updated and maintained by Prime Vendor in accordance with the requirements in this Section and pursuant to applicable quality standards, and each updated Project Schedule and Joint Resource Plan shall be subject to written approval by DES. Additionally, changes to the Project Schedule must be made in accordance with DES' integrated change control process. Changes to the Statement of Work shall occur through an amendment to the applicable Project Agreement or Contract Supplement.

(a) ***Statement of Work***. The Statement of Work shall include, as applicable:

(i) A general description of the project;

(ii) A complete description of the scope and responsibilities of each of the parties;

(iii) A complete description of any assumptions applicable to the scope of services; any assumptions not identified cannot be later claimed by Prime Vendor as an assumption in the project;

(iv) The Critical Milestones and entrance and exit (completion) criteria for determining whether a Critical Milestone has been successfully completed;

(v) Descriptions of Deliverables, including dependent Deliverables, in such detail as requested by DES;

(vi) Payment milestones; and

(vii) Other mutually agreed terms.

(b) ***Project Schedule***. The Project Schedule shall be integrated, meaning that the plan must cover all aspects of the project and include all Prime Vendor and DES (or its Third Party)-only activities and tasks. The project tool used to develop the Project Schedule will be agreed to by the parties prior to project initiation, and shall include, as applicable:

(i) Commencement and completion dates for the project;

(ii) All Critical Milestone and Deliverable events and Deliverable Due Dates and Critical Milestone Due Dates (with such Critical Milestones being identified by a different color and with the phrase "Critical Milestone" in the Project Schedule document so that users can search on such term);

(iii) All other milestones, activities, tasks and subtasks, along with their dependencies;

(iv) For each grouping or subgrouping of Solution components, identify the activities that are related to other groupings or subgrouping of Solution components, including any activities that affect another grouping or subgrouping, *e.g.*, design activities of one grouping of Solution components may need to be designed considering the implementation of another grouping or subgrouping, *etc.*;

(v) Sufficient description of all activities, tasks and subtasks (including DES-only responsibilities) to be performed by Prime Vendor, DES or Third Party responsible for, and the location of, such activities, tasks and subtasks; and

(vi) The dates, duration and locations of Project Performance (Status) Meetings and contract compliance meetings.

The initial Project Schedule for a particular Project Agreement or Contract Supplement may be preliminary at the time such Project Agreement or Contract Supplement is developed, and accordingly, a more detailed Project Schedule may need to be developed by the parties as the implementation of the project proceeds. Any such final Project Schedule shall be subject to the terms of **Section 3.2**.

The status of any discussion regarding the change to a Deliverable Due Date or Critical Milestone Due Date shall be reflected in the next succeeding Project Performance (Status) Report.

(c) Joint Resource Plan. The Joint Resource Plan shall identify the role, amount and timing of DES and Prime Vendor (including approved subcontractors) personnel assigned to a project. Prime Vendor shall track and report to DES personnel utilization and the variance between actual personnel utilization and the Joint Resource Plan. Prime Vendor shall manage and update the Joint Resource Plan as changes are made to such plan, and any updates to the plan must be submitted with the Project Performance (Status) Report. Prime Vendor shall not reduce any non-Key Personnel resources set forth in the plan without DES' prior written consent, it being acknowledged by Prime Vendor that a reduction in personnel may jeopardize Prime Vendor's ability to meet Due Dates and/or the quality standards for the project, unless Prime Vendor can demonstrate, to DES' satisfaction, that such impacts will not occur. Nothing contained herein shall prohibit Prime Vendor from supplementing its personnel at any time. The updates to the Joint Resource Plan shall set forth any agreed to reductions in personnel, any vacancies in personnel positions along with Prime Vendor's plan to fill such vacancies, any supplemental personnel being added by Prime Vendor, whether such personnel have been previously assigned or planned to be assigned.

5.2.2 Training and Education.

(a) General. Prime Vendor shall provide to DES training and education for the applicable software pursuant to the terms set forth in the applicable Project Agreement or Contract Supplement. Each Project Agreement and Contract Supplement shall specifically name and detail the education and training courses to be provided by or through Prime Vendor and shall provide other related information for such training and education courses, including the applicable class size, pricing and any restrictions and/or limitations in connection with such training and/or education. The timing and sequence of any training and education shall be incorporated into the Project Schedule at such point in time or times where the training and education is appropriate and relevant to project activities. At no additional cost to DES, all training and education shall be provided at one or more locations designated by DES, and Prime Vendor shall provide and install a training and education environment for the applicable software at each such location.

(b) Re-Performance of Training Classes. If a specific training course is not performed to DES' reasonable satisfaction, whether because the

instructor for the training course did not perform to DES' reasonable satisfaction, the training materials supplied by Prime Vendor were not relevant to DES' environment and/or the training was otherwise not satisfactory to DES, and DES provides written notice to Prime Vendor of such dissatisfaction during the pendency of the class or shortly after the class is concluded, then, at no additional tuition cost to DES, Prime Vendor shall promptly re-perform the training class with a different instructor who is qualified to teach the subject matter and/or correct the deficiencies or lack of relevancy in the training materials. If Prime Vendor disagrees with DES' assessment, the matter shall be referred to the Executive Sponsors for resolution.

5.2.3 Addressing Inadequate Personnel Planning or Availability of Personnel. Inadequate personnel planning and/or availability of personnel can have a significant negative impact on the ability to meet Deliverable Due Dates and Critical Milestone Due Dates. If the lack of personnel needed to complete the tasks and activities for a given Critical Milestone is based on or linked to Prime Vendor delays, such as not completing prior activities when required, providing Deliverables late or other delays, then Prime Vendor shall identify such Issue in a Project Performance (Status) Report and work with DES to determine whether: (a) DES personnel can be effectively reallocated in a manner that will not jeopardize the ability to meet other timeframes or obligations in the project (current or future); (b) timeframes for any particular task or activity, such as completing Pre-Live Testing, can be accelerated; (c) if time frames can be accelerated, whether it is prudent or consistent with industry practices to do so (if it is not prudent or consistent with industry practices, then DES shall be under no obligation to agree to any such acceleration); or (d) there is any other impact on the project. If Prime Vendor was the cause of the delay, the Executive Sponsors shall meet to discuss the additional personnel costs incurred by DES as a consequence of such delay.

5.2.4 Implementation Delays. A Critical Milestone will be achieved successfully when DES verifies in writing that the activities, events and/or Deliverables that comprise such Critical Milestone have met all applicable acceptance criteria and DES has signed the applicable Deliverables Certification Form. Subject to the further terms of this Section, if DES reasonably determines that Prime Vendor is likely to fail to meet a Critical Milestone Due Date or a Deliverable Due Date, or if Prime Vendor already has failed to meet a Critical Milestone Due Date or Deliverable Due Date, then:

(a) Additional Personnel. At DES' option, Prime Vendor shall provide to DES, at no additional cost, additional Prime Vendor personnel required or necessary to timely achieve the Deliverable Due Date and/or Critical Milestone Due Date, or, if Prime Vendor has already failed to meet one (1) or more Deliverable Due Dates and/or Critical Milestone Due Dates, complete the Critical Milestone(s) or Deliverable(s) as soon as practicable, provided that any adjustment of a Critical Milestone Due Date shall not operate to adjust any future Critical Milestone Due Date unless specifically agreed to in writing by DES; and

(b) Delay Credits and Earn Back Rights. DES shall be entitled to receive credits in the amounts and pursuant to the terms and conditions set forth in the applicable Project Agreement or Contract Supplement for each day that Prime Vendor fails to timely achieve a Critical Milestone Due Date on the original missed

Critical Milestone Due Date ("***Delay Credits***"). The parties agree that the Delay Credits represent a lower net Services fee to Prime Vendor for not completing the implementation on time, and is not to be construed as a penalty or an exclusive remedy. If a Critical Milestone Due Date is reset pursuant to a mutually agreed Change Order, such reset Due Date shall not operate or be construed to automatically waive any Delay Credits unless DES specifically agrees in writing in connection with such reset Due Date that DES waives the applicable Delay Credits. Prime Vendor shall have the ability to earn back the Delay Credits associated with a Critical Milestone if the next succeeding Critical Milestone Due Date (on an unadjusted basis) is met. Delay Credits associated with Production Use and Project Completion cannot be earned back by Prime Vendor.

DES' acceptance of additional personnel or Delay Credits as provided in **Sections 5.2.3** or **5.2.4** shall not be construed or implied to limit or constitute a waiver of any of DES' rights as provided in **Article 10**. Prime Vendor shall not be obligated to provide additional personnel at no additional cost or to provide Delay Credits to DES to the extent Prime Vendor's failure to achieve any Critical Milestone is caused by DES or its Third Party's delays or a Force Majeure Event that was not capable of being mitigated.

To the extent set forth in a Project Agreement, the parties may agree to economic incentives for completing Critical Milestones prior to the applicable Critical Milestone Due Date.

5.2.5 Quality Standards. In order to reduce the risk of project failure and to maximize the benefits of the Solution it is implementing, Prime Vendor must provide quality personnel and produce quality, on-time Deliverables. In order to ensure quality, Prime Vendor agrees to propose only quality personnel for projects, and provide quality Deliverables in accordance with any additional quality standards that may be set forth in a Project Agreement or Contract Supplement. As part of meeting quality standards, Prime Vendor further agrees to the following:

5.2.5.1 Project Quality Reviews.

(a) By Prime Vendor. Prime Vendor, through a separate, independent, internal audit group within Prime Vendor's organization, shall conduct a quarterly internal project review for each DES project, which shall, at a minimum, measure and assess Prime Vendor's performance generally and against the quality standards set forth in the Project Agreement or Contract Supplement. Without limiting the foregoing, quality shall be assessed on the timeliness of the delivery of Prime Vendor's project management, implementation, Extension development and training and education Services, the personnel Prime Vendor has assigned to the activities and tasks and their on-time delivery of such Services. Prime Vendor shall provide DES with a full and complete copy of such review (*i.e.*, not a summary) within five (5) business days after the end of each such calendar quarter. If there are areas of improvement or deficiencies cited in an audit, within fifteen (15) business days following each such calendar quarter, Prime Vendor shall develop and implement an action plan acceptable to DES to address such items.

(b) ***By DES***. A quality assurance assessment will be conducted monthly by an independent Third Party, as required by State policy, to ensure that project management standards, processes, and procedures are appropriate and correctly implemented to increase the probability of the project's success. The quality assurance assessment is a systematic approach that monitors, evaluates, and provides interactive feedback about the project's activities and ensures the project is properly managed. The Prime Vendor shall participate in the monthly quality reviews and cooperate with DES and the independent Third Party, as applicable, to enable DES to complete its audit, including providing full and complete in-person access for on-site personnel and remote access for off-site personnel and all relevant documentation, all at no additional cost to DES. If there are areas of improvement or deficiencies cited in the monthly assessment, the parties shall meet to review and develop a plan to address the quality assurance recommendations.

5.2.5.2 ***Scorecards and Quality Credits and Incentives***. Quality credits and incentives will be described in the applicable Project Agreement or Contract Supplement.

5.3 ***Change Order Procedures***.

5.3.1 ***General***. Strict project management control processes and the documentation of changes to a Project Agreement or Contract Supplement and similar implementation items are all important components of project management discipline. Accordingly, with respect to any changes that will result in an out-of-scope activity, a change to a Deliverable Due Date or Critical Milestone Due Date, or a reduction in the scope of activities, a Change Order will be required pursuant to this Section and any additional change control processes as may be mutually agreed to by the parties. For purposes of the Agreement, an out-of-scope activity is an activity that is not identified or contemplated in the applicable Statement of Work or Project Schedule, or otherwise addressed as part of the work to be performed in connection with a Project Agreement or Contract Supplement. Prime Vendor acknowledges that a reduction in the scope of work will result in a credit to be provided to DES that is in direct proportion to the size of the reduction in scope of work, and that such credit may be held and retained by DES for future out-of-scope Change Orders or as a set off as provided for herein.

5.3.2 ***Change Orders***. Change Orders shall be initiated by a change request ("***Change Request***") and can be initiated by either party. DES and Prime Vendor shall each bear their own costs in preparing and analyzing the Change Request and Change Response. The form of the Change Request is attached as **Schedule 5.3.2**.

(a) ***DES-Generated Change Requests***. Within three (3) business days following receipt of any DES Change Request, Prime Vendor shall acknowledge that it has received the Change Request and that the appropriate Prime Vendor representative(s) are working on a response. Within ten (10) business days for a Change Request involving a request by DES to change one (1) or more Deliverable Due Dates or Critical Milestone Due Dates and within seven (7) business days for all other Change Requests, following Prime Vendor's re-

ceipt of such DES Change Request, Prime Vendor shall update the Change Request form to include its response ("***Change Response***") describing in detail:

(i) Any additional Services to be performed and/or new components of the Solution and/or Equipment required as a result of the Change Request and/or Services, Equipment or components of the Solution that are no longer required as a result of the Change Request;

(ii) The effect, if any, that any such additional or deleted Services, component of the Solution and/or Equipment shall have on the Statement of Work and/or Project Schedule;

(iii) The cost or savings associated with such additional or deleted Services, component of the Solution and/or Equipment; and

(iv) Any other information relating to the Change Request that may reasonably be requested by DES.

If DES accepts a Change Response, the parties shall finalize the Change Response form and once signed shall constitute a "***Change Order***." If DES rejects such Change Response, Prime Vendor shall proceed to fulfill its obligations as originally agreed under the Agreement and the applicable Project Agreement or Contract Supplement.

Compliance with the timeframes set forth herein are important to ensure that Issues that need to be solved with a Change Order are processed on a timely basis. Accordingly, if Prime Vendor repeatedly fails to abide by the timeframes, or fails to process any Change Requests relating to Critical Milestone or Deliverable Due Dates in a manner that will or may cause significant delays, then DES shall be entitled to withhold fifty percent (50%) of all payments due or that may become due to Prime Vendor until Prime Vendor complies with the timeframes required herein.

(b) ***Prime Vendor-Generated Change Requests***. For Prime Vendor-generated Change Requests, DES shall review and evaluate such request and provide feedback to Prime Vendor during the Project Performance (Status) Meetings. To the extent such Change Request identifies an out-of-scope Service, additional value-added Services or other similar items, DES shall not be obligated to provide a written response to such request.

5.3.3 Special Provisions Relating to Change Orders for Changes to Deliverable Due Dates and Critical Milestone Due Dates. Deliverable Due Dates and Critical Milestone Due Dates shall not be changed at any time prior to Project Completion under the applicable Project Agreement or Contract Supplement without the prior written consent of DES and pursuant to a Change Order.

(a) ***Prime Vendor-Proposed Changes***. If Prime Vendor proposes a change in a Deliverable Due Date or Critical Milestone Due Date, it shall submit a Change Request along with a detailed explanation of the basis for the Change

Request, an updated Project Schedule reflecting all adjusted dates, including the adjusted Deliverable Due Date and/or Critical Milestone Due Date and, if there is an impact on the scope of Services, a revised Statement of Work (or portion thereof), highlighting the proposed text change and, if there is a proposed change in the fee, an updated fee and payment schedule. If the Change Request is due to a delay on the part of DES, any Third Party or a Force Majeure Event, Prime Vendor shall: (a) for a Force Majeure Event, identify the Force Majeure Event and explain what steps or measures Prime Vendor took to mitigate the effect of the Force Majeure Event; (b) for a delay on the part of DES or any of its Third Parties, specify in detail the failure or inaction by DES or its Third Party, provided, however, if the reason there is a DES or Third Party delay is that predecessor responsibilities of Prime Vendor were not performed which resulted, in whole or in part, in the DES or Third Party delay, Prime Vendor shall not be entitled to claim a delay on the part of DES or the Third Party. A Change Request is not complete, and nor shall DES be required to review a Change Request without the foregoing revised documents. In addition, any delay by Prime Vendor which results in a disruption to the allocation of personnel to be provided by DES shall not be a basis for Prime Vendor to claim delays on the part of DES, and any such disruption to DES personnel shall be identified in the Project Performance (Status) Report. If the DES Program Manager disagrees that such Change Request is warranted, the matter shall be escalated to the Prime Vendor Account Executive and the DES Program Manager, and then to the Executive Sponsors if needed, for resolution.

(b) DES-Proposed Changes. If DES proposes a change in a Deliverable Due Date or Critical Milestone Due Date, the parties shall meet to discuss the proposed date changes and Prime Vendor shall prepare a Change Request along with the items referenced in **subsection (a)**.

(c) Change to Critical Milestones Due Dates for the TLA Solution Project. Changes to a Critical Milestone or Critical Milestone Due Date related to the TLA Solution Project must be made by an amendment to the TLA Solution Project Agreement to be effective.

5.3.4 Administration of Change Orders. The Prime Vendor Project Manager and the DES Program Manager shall be authorized to administer the Change Order process set forth in this Section; provided that all proposed Change Orders must be approved in writing by the DES Director, or her or his designee, in order to be effective against DES and must be signed by an authorized employee of Prime Vendor, in order to be effective against Prime Vendor.

5.4 Personnel.

5.4.1 DES Personnel. DES will appoint a Program Manager ("***DES Program Manager***") who shall be responsible for a project, and will appoint one or more Project Managers ("***DES Project Manager(s)***") who will be responsible for coordinating DES' resources and personnel and have overall responsibility for ensuring DES' performance of its responsibilities under the TLA Solution Project Agreement. In connection with the TLA Solution Project and for future projects, DES will appoint such DES Project Manag-

er(s) and, if determined by DES, a DES Program Manager, to fulfill such project management roles as appropriate for the project. The DES Program Manager and/or DES Project Manager may designate other DES personnel or agents as their designees, provided that any such designation to be effective as against DES must be communicated in writing to Prime Vendor.

5.4.2 Prime Vendor Personnel. Prime Vendor shall provide sufficient, qualified personnel to perform Prime Vendor's obligations, including: (a) if necessary for the project given its size and/or complexity, a Project Director; (b) one or more Prime Vendor Project Managers; and (c) such other key personnel as may be designated in the applicable Project Agreement or Contract Supplement (collectively referred to as the "***Key Personnel***"). All Key Personnel shall be available at locations specified in the applicable Project Schedule and as otherwise reasonably requested by DES. At DES' request, Prime Vendor shall provide DES with a list of Prime Vendor personnel, which list shall include professional qualifications for each person listed, specifying the persons qualified to be the Key Personnel. DES shall have the opportunity to conduct telephone or in-person interviews of such Key Personnel candidates at no cost to DES. DES shall have the right to approve, in its sole discretion, all Key Personnel and other Prime Vendor personnel assigned to a project. If DES does not provide such approval, then Prime Vendor shall not assign such personnel to provide Services to DES, whether on-site or off-site.

5.4.3 Experience of Prime Vendor Personnel. Key Personnel and other personnel assigned by Prime Vendor to provide Services to DES (other than administrative personnel) shall have the qualifications listed below. If Prime Vendor wants to assign personnel to DES' account that do not meet all of the following qualifications, such assignment shall require the prior written approval of DES, which approval may be withheld in DES' sole discretion. If DES does not provide its prior written approval of such personnel, then Prime Vendor shall not assign such personnel to provide Services to DES, whether on-site or off-site.

Qualifications of Prime Vendor personnel shall include:

(a) At least ten (10) years' experience in project management for project directors and managers (certification as a project management professional (PMP) is preferred), three (3) years' experience in project management for mid-level project personnel, and eighteen (18) months of experience for basic project personnel as an employee of Prime Vendor;

(b) Specific experience with other customers in the Implementation Methodologies to be used in the project;

(c) Substantial experience in the state government environment to the tasks assigned such personnel;

(d) Participation in on-time, on-budget, successful projects of similar size and scale in the same role and with the same responsibilities as such personnel has under the applicable Project Agreement or Contract Supplement;

(e) If applicable, certification in the technologies used in the project, including the specific release or version levels of software, to successfully complete the Services under the applicable Project Agreement or Contract Supplement;

(f) At least one (1) reference from a recent project of a similar size and scale stating that such personnel consistently met expectations and fulfilled their role and responsibilities effectively; and

(g) Eighteen (18) months experience in installing or with the component of the Solution in which such personnel is providing Services.

5.4.4 Removal of Prime Vendor Personnel by DES. If DES has concerns over Key Personnel or other Prime Vendor personnel assigned to a project and DES believes that the problem is capable of being corrected, DES shall bring such concerns to the attention of Prime Vendor. Prime Vendor shall have a period of seven (7) days following such disclosure to resolve any problems with respect to such person in a manner that is satisfactory to DES. If Prime Vendor is unable to resolve the problem within such seven (7) day period to DES' satisfaction, then Prime Vendor shall remove such person and provide a replacement as soon as reasonably possible thereafter (not to exceed fourteen (14) days following the seven (7)-day correction period), taking into consideration such person's duties and responsibilities. Nothing contained in this Section shall restrict DES from immediately removing Prime Vendor's personnel if Prime Vendor's personnel is engaging in a manner that is unlawful, non-compliant with DES Policies, or other exigent circumstances exist that require immediate removal.

5.4.5 Removal/Reassignment by Prime Vendor. Except upon DES' prior written consent, which consent may be withheld in DES' sole discretion, Prime Vendor shall not remove (other than upon termination of employment or a reason outside of Prime Vendor's control) from a DES project or temporarily reassign any Prime Vendor personnel to another account until such time as such personnel have completed all of their assigned responsibilities under the Project Agreement or Contract Supplement.

5.4.6 Transition. If Prime Vendor removes any Prime Vendor personnel from DES' account for any reason (including if such Prime Vendor personnel leaves the employment of Prime Vendor), if such Prime Vendor personnel is removed as provided in **Section 5.4.4**, or if Prime Vendor wants to replace or reassign any personnel, and either DES consents to such replacement or reassignment, or DES' consent to such replacement or reassignment is not required as provided in **Section 5.4.5**), then:

(a) Promptly (but in no event more than two (2) business days) following the date that Prime Vendor knows any Prime Vendor personnel will cease to be assigned to DES' account to provide Services, Prime Vendor shall provide written notice to DES of the name and role of such Prime Vendor personnel and the date that such Prime Vendor personnel will cease to be assigned to DES' account and a transition plan in accordance with this Section describing the transition of replacement personnel to replace the replaced personnel;

(b) The terms of **Section 5.4.2** with respect to DES' right to select replacement personnel shall apply;

(c) The terms of **Section 5.4.3** shall apply; and

(d) The proposed replacement personnel shall possess comparable experience and training as the Prime Vendor personnel to be replaced.

To the extent the replaced personnel remains employed by Prime Vendor, the replacement personnel shall work with the replaced personnel during a mutually agreed transition period, the duration of which shall be determined based on the duties and responsibilities of the person actually to be replaced, and all costs and expenses associated with educating and training the replacement personnel shall be borne by Prime Vendor. Additionally, following the transition period, the replaced personnel shall continue to be available by telephone to answer any project-related questions.

5.4.7 Key Personnel Vacancies. If there is a Vacancy in a Key Personnel position, DES shall have the right to withhold any amounts due to Prime Vendor under the Agreement until Prime Vendor provides a qualified replacement as defined in **Section 5.4.6**. In addition, a Vacancy in a Key Personnel position shall not be a basis for Prime Vendor to claim any excused failure to meet a Deliverable Due Date and/or Critical Milestone Due Date.

5.4.8 Prime Vendor Personnel Listing. Upon the commencement of any Project Agreement or Contract Supplement, Prime Vendor shall provide DES with a comprehensive written listing of all Prime Vendor personnel providing Services (including employees, subcontractors, agents and management and upper management personnel in oversight roles) under such Project Agreement or Contract Supplement which shall include:

(a) An organizational chart and hierarchy diagram;

(b) Names of all such personnel;

(c) Titles of all such personnel;

(d) The roles and responsibilities of all such personnel;

(e) Contact information for all such personnel (*e.g.*, address, e-mail, cell phone number, office phone number, *etc.*);

(f) Work location for all such personnel;

(g) Duration of assignment of such personnel (*e.g.*, from and to dates, from and to milestones); and

(h) Percentage of allocation of all personnel (in the event that any Prime Vendor personnel are not full-time on DES' account).

Prime Vendor shall maintain and update this listing as the information and/or personnel change during the course of an applicable Project Agreement or Contract Supplement.

5.4.9 Background Checks. For any personnel providing Services, Prime Vendor shall have conducted, and such personnel shall have passed, a background check, which will include verification of the right to work in the United States. If there are any events or circumstances with an individual providing Services to DES that would disqualify such person from passing Prime Vendor's background check procedures, then Prime Vendor shall alert DES of such fact and remove such individual from DES' account. DES reserves the right to require Prime Vendor to augment its background check and screening procedures to comply with any DES Policies adopted after the Effective Date and from time-to-time by DES as applied to its contractors generally.

5.5 Facilities.

5.5.1 Identification Credentials. Each party shall have the right to require the other party's employees, agents, representatives and subcontractors to exhibit identification credentials issued by such party in order to access the other party's facilities.

5.5.2 Facility Rules. All Prime Vendor employees, agents, representatives and subcontractors shall, while on DES' premises, comply with all DES Policies, copies of which shall be made available to Prime Vendor upon request. Prime Vendor shall ensure that any of its personnel performing work on DES' premises, or accessing DES' computer systems do so with DES' advance permission and according to all applicable security and workplace-related DES Policies, including the Security Policies and Procedures. Prime Vendor shall not stop, delay or interfere with DES' day-to-day operations without the prior written consent of an authorized DES representative(s).

5.5.3 Damage to Buildings, Grounds or Other Furnishings. Prime Vendor shall be responsible for any damage or injury to the buildings, grounds, physical property or other furnishings of DES by Prime Vendor's employees, representatives and/or agents. Prime Vendor shall report the occurrence of any such damages or injuries to the DES building/facilities manager.

5.5.4 Collocation. Prime Vendor personnel, including permitted subcontractors, will co-locate with DES personnel, and any DES subcontractors, in DES facilities as available, as required by DES and as set forth in a Project Agreement or Contract Supplement and, as reasonably determined by DES after consultation with Prime Vendor, such personnel will be provided a desk, storage cabinet, and connection to the Internet. To the extent Prime Vendor personnel use their own equipment (*e.g.*, laptops, PDAs, *etc.*) such equipment shall be subject to and require compliance with DES Policies, including the Security Policies and Procedures.

ARTICLE 6
TESTING AND ACCEPTANCE

Implementation of a Solution may be accomplished on a component-by-component basis, a grouping of Solution components basis and/or in "***Phases***," as specified in a Project Agreement

or Contract Supplement. The terms and conditions relating to Equipment testing are set forth in **Section 4.4**.

6.1 Project Agreements and Contract Supplements. Project Agreements and Contract Supplements may set forth testing processes and procedures that are in addition to the processes and procedures described herein.

6.2 Test Plans. Prime Vendor shall lead the work effort to develop a specific test plan ("***Test Plan***") for the Solution, as applicable. Prime Vendor will identify previously developed test materials in Prime Vendor's possession that may be useful in the testing of the Solution. Prime Vendor shall tailor those materials into DES-specific test materials, including test plan models, test scripts, test scenarios and test databases (collectively, "***Test Materials***"). The Test Materials shall be subject to the certification process set forth in **Section 3.2**, and Prime Vendor shall ensure that the Test Materials are sufficiently comprehensive to confirm the operation of the Solution in accordance with the DES Business and Technical Requirements. If DES determines that the Test Materials are not sufficient, Prime Vendor shall revise the Test Materials and resubmit them to DES for its review and comment. This process shall continue until the Test Materials are accepted by DES.

As part of developing the Test Plan, Prime Vendor will develop the criteria for commencing and concluding ("entrance" and "exit" criteria) the various activities within Pre-Live Testing as described below, all as are required to test whether the System is operating according to the DES Business and Technical Requirements and applicable Performance Standards. During the testing process, Prime Vendor and DES will determine whether such entrance and exit criteria have been satisfied, and if the criteria are satisfied, the Pre-Live Testing may continue to succeeding activities. If the criteria are not satisfied, DES can require Prime Vendor to address any Issues with respect to such non-satisfaction of the criteria. DES may modify or amend the scope, methodologies and procedures for executing System testing as may be necessary to adequately test the System. Prime Vendor shall provide to DES copies of all test data results and analyses generated by Prime Vendor during its performance of any testing processes and procedures for the project. The Test Plan may include testing processes and procedures that are in addition to, but not inconsistent with, the testing processes and procedures set forth in this Article and, once finalized, shall be deemed to be a part of the applicable Project Agreement.

6.3 Pre-Live Testing. Pre-live testing for each Phase ("***Pre-Live Testing***") shall be performed by the parties in accordance with the responsibilities allocated to each party in the applicable Statement of Work, Project Schedule and/or Test Materials and shall commence on the date, and shall continue for the period of time, specified in the applicable Statement of Work, Project Schedule and/or Test Materials and, if no such period is specified, generally will be a period of sixty-five (65) days. Prime Vendor shall ensure that Extensions, Interfaces and all other software-based Deliverables required to be included in the applicable test are prepared in advance of the testing process. DES shall have the right not to initiate a particular portion of the Pre-Live Testing for a component of the Solution, grouping of components of the Solution or Phase, as applicable, if the required software-based Deliverable is not prepared in time for such testing.

Pre-Live Testing shall test and validate, as against the DES Business and Technical Requirements and the Performance Standards:

(a) The functional capabilities of the component of the Solution, as applicable, for each Phase (functional and unit testing);

(b) The accessibility capabilities of the Solution (accessibility testing):

(c) That Interfaces and information flows seamlessly as designed among the various components of the component of the Solution and the Solution, as designed, meets DES' enterprise data integration requirements (system integration and enterprise integration testing);

(d) The processing of high-volume data in a production-simulated environment in accordance with performance and scalability test plans developed by DES to demonstrate acceptable performance of the System to DES (stress testing);

(e) Regression testing incorporating, at DES' election, any or all previously-installed software, to ensure that the software being tested does not impact or impair the functioning of the previously-installed and/or tested software, and that such tested software Integrates seamlessly with the previously-installed software (regression testing);

(f) User acceptance testing, including achieving acceptable performance response times and availability of the Solution, as applicable (user acceptance testing);

(g) Security features and functionality and ethical hacking/penetration testing (security testing);

(h) Corrections to any Level 1 Defects or Level 2 Defects (including any required regression testing of such Defect corrections), and with respect to Level 3 Defects, Prime Vendor's corrections or workarounds acceptable to DES; and

(i) Any other criteria that may be specified in the applicable Project Agreement or Contract Supplement or as may be agreed to by the parties;

all to verify and confirm that the Solution operates in accordance with the applicable DES Business and Technical Requirements and the Performance Standards.

In addition to the foregoing, prior to completion of Pre-Live Testing for each applicable Phase of a project, Prime Vendor shall provide to DES the Documentation, record layouts and other Documentation for all Interfaces, Extensions and reports. If DES notifies Prime Vendor of any Defects discovered as a result of Pre-Live Testing, Prime Vendor promptly shall correct such Defects. When all failures to operate in accordance with the DES Business and Technical Requirements and the Performance Standards identified during Pre-Live Testing for each Phase have been corrected by Prime Vendor, the Solution has operated without any Level 1 Defects or Level 2 Defects during Pre-Live Testing for at least fifteen (15) consecutive days and all Deliverables, including all Interfaces, Extensions, reports and Documentation, have been provided to DES, Prime Vendor shall provide DES with written certification that it has met all the criteria for Pre-Live Testing. If Prime Vendor issues a certificate indicating completion but DES disagrees with the certification, DES shall provide written notice to Prime Vendor and the parties shall meet to review the areas of non-compliance and any continued or unresolved disagreement shall re-

ferred to the Executive Sponsors for resolution. Once the parties agree that the criteria for Pre-Live Testing have been satisfied with respect to a component of the Solution, grouping of components of the Solution or a Phase, as applicable, such Solution shall be ready for Production Use in accordance with **Section 6.4**.

If there are Level 1 Defects or Level 2 Defects at any stage of the Pre-Live Testing process and Prime Vendor will not be able to provide a correction on a timely basis such that important Due Dates may be missed, DES shall have the right, in its sole discretion, to proceed to the next testing phase, including placing the applicable component of the Solution in Production, and if it chooses to do so, then: (i) DES has not waived any rights to the requirement for Prime Vendor to correct such Defects; (j) the parties shall develop a plan to correct the Defect in an expeditious timeframe; (k) DES shall have the right to withhold up to fifty percent (50%) of all payments due or that may become due to Prime Vendor, and such withheld amounts shall be released to Prime Vendor once such Defects have been corrected.

6.4 Production Use. Following successful completion of Pre-Live Testing for a component of the Solution, grouping of components of the Solution and/or Phase, as applicable, DES will deploy the applicable component of the Solution in production as may be described in the Project Agreement or Contract Supplement ("***Production***" or "***Production Use***"). Once in Production, and subject to **Section 6.6** below regarding quarter and year end processing, there shall be a stabilization period of not less than ninety (90) days ("***Stabilization Period***") in order to correct any residual and/or new Defects, and an optimization period subsequent to the Stabilization Period of at least ninety (90) days ("***Optimization Period***") (the Stabilization Period and the Optimization Period is collectively referred to as the "***Production Use Period***").

(a) Stabilization Period. During this time period, Prime Vendor shall correct any Defects that were present in the System at the time of Production or that have arisen after the System was placed into Production, all subject to the further terms and conditions below.

(b) Optimization Period. During the Optimization Period, Prime Vendor shall: (i) address any adoption Issues and negative user experiences that have occurred prior to the commencement of the Optimization Period; (ii) examine workflows and processes that were designed and configured into the Solution for purposes of determining whether such workflows and processes need to be changed or improved; (iii) and lead any changes or improvements to workflow and processes that are approved by DES; and (iv) ensure the transfer of Knowledge to DES in accordance with the terms of the Agreement. The above time periods for the Stabilization Period and the Optimization Period may be changed by the parties in the Statement of Work.

(c) Correcting Defects During the Stabilization Period. If any Defects exist or are later discovered during the Stabilization Period, DES shall report such Defects to Prime Vendor, and Prime Vendor shall promptly using its continuous efforts correct such Defects. Subject to the terms of **Sections 6.7** and **6.8**, the process described in this Section shall repeat as often as necessary until all Level 1 Defects or Level 2 Defects have been corrected by Prime Vendor, and the Solution or System, as applicable, has operated in Production without any Level 1 Defects or Level 2 Defects for sixty (60) consecutive days. If the sixty (60) day period extends beyond the specified time allotted for the Stabilization Period, such Stabilization Period shall be extended to the extent

necessary to demonstrate that the Solution or System, as applicable, has operated in Production without any Level 1 Defects or Level 2 Defects for the sixty (60) day period.

(d) Certifying Completion of the Production Use Period. If the requirements of this Section are satisfied, the DES Program Manager shall complete and provide the signed Certification Form to Prime Vendor within ten (10) business days after the date such conditions have been satisfied. If DES has not provided the signed Certification Form within the time period and Prime Vendor believes it has satisfied the conditions set forth above, Prime Vendor shall provide written notice to DES indicating that it believes the conditions have been satisfied. Prime Vendor shall not be permitted to provide the above written notice to DES if there are any outstanding and unresolved Level 1 Defects or Level 2 Defects. DES may reject Prime Vendor's written certification within ten (10) business days after receipt of Prime Vendor's written certification. If Prime Vendor disputes or disagrees with DES' rejection, the matter shall be referred to the Executive Sponsors for resolution. Once the parties agree that the criteria for Production Use have been satisfied with respect to a Solution Modules or Phase, such Solution shall be ready for Phase Certification in accordance with **Section 6.7**.

6.5 Suspension of Testing. Notwithstanding anything contained herein to the contrary, DES shall have the right to suspend Pre-Live Testing and/or Production Use at any time, and the time periods for conducting such testing for a Phase shall be extended on a day-for-day basis to account for the period of suspension. If the reason for the suspension is related to failed testing processes, a non-chargeable Change Order will be required to reset applicable project dates. If the suspension is due to DES delays and/or not involving a failed testing process, a chargeable Change Order will be required.

6.6 Quarter, Year End and Other Periodic Processes. Notwithstanding anything to the contrary in this Article, to the extent any component of the Solution contains quarterly, year-end or other periodic processes, the Production Use Period shall remain open until the Solution has operated such processes in Production Use without any Level 1 Defects or Level 2 Defects.

6.7 Solution Component and Phase Certification. The following conditions are required for a component of the Solution, grouping of components of the Solution or a Phase to achieve "***Solution Component Certification***" or "***Phase Certification***," as applicable: (a) the criteria specified in **Section 6.4** have been satisfied with respect to the applicable component of the Solution or Phase; (b) Prime Vendor has provided to DES all Documentation and other Deliverables relating to the components of the Solution (including all Interfaces and related Documentation pursuant to **Section 6.3**); and (c) the DES Chief Information Officer, or her or his designee, has provided written confirmation that the conditions specified in **subsections (a)** and **(b)** have been satisfied. If the requirements of **subsections (a)** and **(b)** above are satisfied, the DES Chief Information Officer, or her or his designee, shall promptly (but in no event longer than forty-five (45) days following Prime Vendor's written certification that the requirements of **subsections (a)** and **(b)** are satisfied) provide written confirmation required in **subsection (c)**. Nothing else, including DES' use of the Solution, or any component thereof, in a live, production environment shall constitute Solution Component Certification or Phase Certification, affect any rights and remedies that may be available to DES and/or constitute or result in "acceptance" under Law.

6.8 Project Completion. The following conditions are required for a project to achieve "***Project Completion***": (a) Solution Component Certification and/or Phase Certification has been achieved for the entire Solution or Phases, as applicable, included within the project; (b) Prime Vendor has provided to DES all Documentation and other Deliverables relating to the Solution (including pursuant to **Section 6.3**); and (c) Prime Vendor has fulfilled its obligations relating to the transfer of Knowledge; and (d) the DES Chief Information Officer, or her or his designee, has provided written confirmation that the conditions specified in **subsections (a)** through **(c)** have been satisfied. Nothing else, including DES' use of the Solution or System, or any component thereof, in a live, production environment shall constitute acceptance or completion, or affect any rights and remedies that may be available to DES under Law.

ARTICLE 7
SUPPORT AND MAINTENANCE

7.1 General. Prime Vendor's obligations to support and maintain each System ("***Support and Maintenance Services***") are set forth in **Schedule 7.1**. Additionally, System-specific Support and Maintenance Services may be set forth in the applicable Project Agreement or Contract Supplement. Prime Vendor's Support and Maintenance Services obligations with respect to the Solution shall commence on the date the applicable Contract Supplement or Project Agreement is signed and shall be made available to DES for each component of the Solution for an initial period of the longer of: (a) twenty (20) years following Production Use for such Solution; and (b) as long as Prime Vendor makes support and maintenance services for such Solution available to its customers generally ("***Minimum Available Support Term***"). If Prime Vendor discontinues Support and Maintenance Services of the Solution commencing the eleventh (11th) year of the Minimum Available Support Term, Prime Vendor shall be entitled to assess a one-time increase to the then-current Support and Maintenance Services Fees up to twenty five percent (25%), which fees shall be further subject to the terms of **Section 8.1.2** commencing the year thereafter. If Prime Vendor discontinues Support and Maintenance Services of the Solution commencing the sixteenth (16th) year of the Minimum Available Support Term, Prime Vendor shall either: (c) be entitled to assess a one-time increase to the then-current Support and Maintenance Services Fees up to twenty five percent (25%), which fees shall be further subject to the terms of **Section 8.1.2** commencing the year thereafter, and Prime Vendor shall be released from the following obligations under **Schedule 7.1** as part of the Support and Maintenance Services (but DES may purchase such Services at the Service Rates on a time and materials basis): Providing general Enhancements to the Solution under **Section 1.2.1** of **Schedule 7.1** and Prime Vendor's obligations under **Section 1.2.2** of **Schedule 7.1**; or (d) if Prime Vendor determines that the increase in **subsection (c)** is insufficient to cover Prime Vendor's costs, then Prime Vendor shall provide written notice to DES of such circumstance, and Prime Vendor shall be entitled to charge DES on a time and materials basis at the Service Rates for providing Support and Maintenance Services. DES shall have the option to purchase Support and Maintenance Services on a year-to-year basis; provided, however, that if DES chooses not to purchase Support and Maintenance Services following Production of a Solution and later decides to purchase Support and Maintenance Services for such Solution, DES may reinstate Support and Maintenance Services (and receive all prior Enhancements) if it pays all Support and Maintenance Services Fees for any lapsed time periods in which DES did not pay for Support and Maintenance Services. Subject to Prime Vendor's obligation to make available Support and Maintenance Services to DES for the Minimum Available Support Term, Prime Vendor shall have the right to discontinue Support and Maintenance Services by providing DES with two (2) years prior written notice of such discontinuation, but only if Prime Vendor generally

is discontinuing support and maintenance services for such Solution for substantially all of its customer base.

7.2 Super-User Satisfaction Surveys. As part of Prime Vendor annual ongoing Support and Maintenance Services, Prime Vendor shall develop one (1) or more super-user surveys designed to elicit feedback from DES' super users regarding their satisfaction with the Systems delivered hereunder.

7.3 Technical User Satisfaction Surveys. Prior to Project Completion under the TLA Solution Project Agreement and as part of Prime Vendor's annual ongoing Support and Maintenance Services, Prime Vendor shall develop one (1) or more technical user surveys designed to elicit feedback from DES' technical support staff regarding their satisfaction with the Support and Maintenance Services provided by Prime Vendor.

7.4 Satisfaction Survey Review. Prime Vendor shall report the results of the end-user and technical user surveys separately by categories of respondents from DES and in the aggregate. Each year the Prime Vendor Account Executive shall review the results of each survey with DES within thirty (30) days following the mutually agreed deadline for completion and return of the survey. During each such review session, Prime Vendor shall submit a communication plan to DES for its review and approval that shall include, at a minimum, updates to the end-users and technical users regarding the results of the satisfaction surveys. Not later than thirty (30) days following each review session, Prime Vendor shall provide to DES an action plan for addressing any problem areas identified in the survey results.

ARTICLE 8
PRICING AND PAYMENT TERMS

8.1 Solution Fees.

8.1.1 Software License Fees. The Software license fees ("***Software License Fees***") and related payment terms for all Software licensed by DES from Prime Vendor pursuant to the Agreement shall be set forth in the applicable Project Agreement or Contract Supplement.

8.1.2 Support and Maintenance Services Fees. Fees for Support and Maintenance Services shall be set forth in the applicable Project Agreement or Contract Supplement. Unless other terms are set forth in the applicable Project Agreement or Contract Supplement, Support and Maintenance Services fees: (a) shall be charged at a rate not greater than twenty percent (20%) of the applicable discounted Software License Fees; (b) shall commence upon Project Completion with respect to the applicable System and shall be paid quarterly in arrears; and (c) may be increased by Prime Vendor once annually commencing two (2) years following Project Completion with respect to the applicable System. Annual increases in Support and Maintenance Services fees shall be set forth in the applicable Project Agreement or Contract Supplement, provided that annual increases shall not carry forward from one year to the next, meaning that if Prime Vendor elects not to increase the Support and Maintenance Services Fees in one year by the full amount allowed hereunder, Prime Vendor shall not have the right to carry forward such "unused" increase into subsequent years. For any fee increases permitted

in a Project Agreement or Contract Supplement, DES shall have the right to require Prime Vendor to provide documentation substantiating the CPI increase calculation. If Prime Vendor notifies DES of a fee increase which exceeds the foregoing limits, then notwithstanding any prior payment by DES of invoices presented by Prime Vendor, DES shall be entitled to a refund or credit based on the actual increase that was permissible.

8.1.3 Discounts on Future Software License Fees. For any Software not included at no additional cost under **Section 3.1.1**, the Software License Fees and fees for all future Software licensed or purchased by DES from Prime Vendor pursuant to the Agreement for the ten (10) year period from the Effective Date shall be Prime Vendor's then-current list price discounted fifty-two percent (52%), or for such greater discount amounts as shall be mutually agreed to by the parties. At DES' request, an officer of Prime Vendor shall certify in writing to DES the list price for the applicable item(s) of Software.

8.2 Hosting Services Fees. The Hosting Services fees ("***Hosting Services Fees***") and related payment terms for all Hosting Services provided by Prime Vendor to DES pursuant to the Agreement shall be set forth in the applicable Project Agreement or Contract Supplement.

8.3 Equipment Fees.

8.3.1 Equipment Purchase Price. The purchase price, maintenance terms and payment terms for each item of Equipment purchased by DES from Prime Vendor pursuant to the Agreement shall be set forth in a Project Agreement or Contract Supplement.

8.3.2 Equipment Maintenance Fees. Fees for Equipment maintenance shall be set forth in the applicable Project Agreement or Contract Supplement and shall commence following expiration of the manufacturer's warranty period for the applicable item of Equipment. Equipment maintenance fees may be increased by Prime Vendor once annually commencing one (1) year following the date on which such fees commenced provided, however, that such annual increases shall not exceed CPI, with a cap of three percent (3%), in each case of the then-current Equipment maintenance charges. Annual increases shall not carry forward from one year to the next, meaning that if Prime Vendor elects not to increase the Equipment maintenance charges in one year by the full amount allowed hereunder, Prime Vendor shall not have the right to carry forward such "unused" increase into subsequent years. At DES' request, an officer of Prime Vendor shall certify in writing to DES the amount of any price increase from the applicable Equipment manufacturer.

8.4 Implementation Services Fees.

8.4.1 Services Fees. Fees for project management and implementation Services to be acquired by DES from Prime Vendor under the Agreement and the related payment terms for such Services shall be set forth in the applicable Project Agreement or Contract Supplement. Upon DES' request, Prime Vendor shall provide a Fixed Fee, not-to-exceed fee and/or time and materials estimate of the fees for the implementation Services to be provided under a Project Agreement or Contract Supplement.

8.4.2 Service Rates. For implementation Services provided on a Fixed Fee basis under a Project Agreement or Contract Supplement, the Service Rate used to develop any Fixed Fee arrangement and for Change Orders that increase or decrease fees shall be based on the services rates ("***Service Rates***") set forth in **Schedule 8.4.2**, and Prime Vendor shall be permitted to allocate a contingency component of such Fixed Fee provided Prime Vendor sets forth and separately identifies the contingency amount. Fees for all implementation Services provided on a time and materials or other billable basis shall be calculated using rates that do not exceed the Service Rates set forth in **Schedule 8.4.2**. The Service Rates may be increased by Prime Vendor once annually commencing on the third (3rd) anniversary of the Effective Date; provided, however, that such annual increases shall not exceed: (a) from September 30, 2016 through September 30, 2018, CPI less one percent (1%) (CPI – 1%), with a cap of four percent (4%); and (b) beyond September 30, 2018, CPI; in each such case of the then-current Service Rates. Annual increases shall not carry forward from one year to the next, meaning that if Prime Vendor elects not to increase the Service Rates in one year by the full amount allowed hereunder, Prime Vendor shall not have the right to carry forward such "unused" increase into subsequent years. DES shall have the right to require Prime Vendor to provide documentation substantiating the CPI increase calculation. If Prime Vendor notifies DES of a fee increase which exceeds the foregoing limits, then notwithstanding any prior payment by DES of invoices presented by Prime Vendor, DES shall be entitled to a refund or credit based on the actual increase that was permissible. In determining Service Rates for personnel, Prime Vendor shall not differentiate Service Rates within a single job or personnel classification as specified in **Schedule 8.4.2**, and if Prime Vendor's business practices now or in the future nonetheless make this distinction, Prime Vendor shall use the lesser of the applicable rates. Prime Vendor shall not increase a particular person's billing rate as a result of a promotion, change in job classification or otherwise without DES' prior written consent, it being the understanding of the parties that DES does not expect any rate changes during the course of a particular project. Additionally, Prime Vendor shall bill DES in increments of one-quarter (¼) hour for all implementation Services provided, and for travel time, shall bill at fifty percent (50%) of the personnel's applicable Service Rate.

8.4.3 Adjustment of Services Fees Under Time and Material Arrangements. For each Project Agreement and Contract Supplement involving implementation Services to be provided under a time and materials basis, Prime Vendor shall provide DES with an estimate of the total number of hours to complete the Services under that Project Agreement or Contract Supplement ("***Original Estimated Hours***"). If there is a change in scope under a Project Agreement or Contract Supplement, the parties shall utilize the Change Order procedures under **Section 5.3**, and the Original Estimated Hours shall be adjusted appropriately. Each month (or more frequently as requested by DES), appropriate representatives of each party shall meet to discuss whether the Original Estimated Hours, as adjusted, is on target or is being exceeded (as reported in the most recent Project Performance (Status) Report). If the actual number of implementation Services hours provided by Prime Vendor under a Project Agreement or Contract Supplement exceeds the Original Estimated Hours, then the following adjustments to the Service Rates shall be made for any hours exceeding one hundred ten percent (110%) of the Original Estimated Hours, as adjusted, as follows:

Percentage of Overage Hours (Based on the Original Estimated Hours, as Adjusted)	Percentage Discount Off Service Rates for Hours in Percentage Range
0-10%	0%
>10 + <25%	10%
≥25 + <40%	30%
≥ 40%	40%

The discounts set forth above shall only correspond to the hours included in the applicable percentage range. By way of example, if the Original Estimated Hours is one hundred (100) hours and the actual number of hours is one hundred thirty (130), then: No discount shall apply for hours up to 110; a ten percent (10%) discount shall apply to hours 111 through 125; and thirty percent (30%) discount shall apply to hours 126 through 130.

8.5 Payment of Invoices.

8.5.1 General. Prime Vendor shall issue all invoices promptly following the occurrence of the invoicing events specified in the Agreement and/or in the applicable Project Agreement or Contract Supplement, and all such invoices shall be directed to DES or its designee for payment. The initial form of invoice to be used by Prime Vendor is set forth in **Schedule 8.5.1**. In order for DES to process invoices from Prime Vendor for payment, each invoice from Prime Vendor must include the items listed below, as applicable to the goods or services being invoiced. Failure to provide each of the items below, as applicable, on the invoice shall be grounds for rejecting the invoice and requiring Prime Vendor to resubmit with such information. Receipt of the invoice by DES shall be deemed to occur only when all of the applicable information below is set forth on the invoice. Prime Vendor invoices shall include the following items, as applicable: The DES Technology Agreement number; the Statement of Work number; Prime Vendor's name, address, phone number and Federal Tax Identification Number; a reasonably detailed description of the Services performed, including the date, hours worked, and a reasonably detailed description of the Services to which the invoice relates; Prime Vendor's price for the Services; the net invoice price for each Service; a description of the Solution (including software) including the quantity ordered; date(s) of delivery and/or date(s) of installation and set-up; price for each item, or Prime Vendor's list price for each item and applicable discounts; Support and Maintenance Services Fees; net invoice price for each item; applicable taxes; shipping costs; other applicable charges; total price; and payment terms including any available prompt payment discounts. If expenses are invoiced, Prime Vendor must provide a detailed itemization of those expenses that are reimbursable, including description, amounts and dates. Any single expense in the amount of Fifty Dollars ($50) or more must be accompanied by a receipt in order to receive reimbursement. With respect to invoices for milestone-based payments, Prime Vendor invoices shall include a copy of the applicable Certification Form signed by the DES Program Manager, or her or his designee, and the DES Chief Information Officer, or her or his designee. By submitting an invoice, Prime Vendor certifies that the amount billed is accurate with respect to the fees, charges and expenses set forth therein and that such fees, charges and expenses are allowed pursuant to the Agreement. All invoices shall be issued in U.S. Dollars, and payment shall be made by DES in U.S. Dollars.

8.5.2 DES Billing Practices and Payment Structures. Prime Vendor shall comply with DES' standard billing practices, including providing supporting documentation as may be reasonably required to substantiate invoice amounts and the other requirements of this **Section 8.5**. Except as may be otherwise set forth in a Project Agreement or Contract Supplement, and, as may be limited by applicable Law, DES shall not make any payments to Prime Vendor in advance for any Services or Equipment. Project management and implementation Services shall be paid for by DES in accordance with milestone payments, subject to holdback amounts to be paid upon Project Completion of the applicable project, all in amounts to be agreed between the parties and set forth in a Project Agreement, Contract Supplement, Change Order or other ordering document. Modifications to payment terms, including any adjustment to the payment of holdback amounts, shall require an amendment to the Project Agreement or Contract Supplement or a Change Order, as determined by DES.

8.5.3 Timeliness and Accuracy of Invoices. Prime Vendor acknowledges that timeliness and accuracy of invoicing is a critical DES business requirement, as Prime Vendor's failure to do so may adversely impact DES' ability to encumber funds within the proper fiscal year. Accordingly, and without limiting the generality of the terms set forth in **Sections 8.5.1** or **8.5.2**, Prime Vendor shall issue each invoice hereunder within sixty (60) days after the date on which Prime Vendor was authorized by the terms of the Agreement and/or the applicable Project Agreement or Contract Supplement to issue such invoice to DES (for each such invoice, the "***Invoicing Deadline***") and such invoice shall be accurate and correct. DES shall notify Prime Vendor of any inaccurate invoice, and Prime Vendor shall re-submit an accurate invoice. DES is not obligated to pay or partially pay any inaccurate invoices. If Prime Vendor fails to submit accurate invoices by an Invoicing Deadline, then the invoice amount (once determined to be accurate) shall be reduced by one and one half percent (1.5%) per month for each month (or partial month) that Prime Vendor fails to invoice DES following the applicable Invoicing Deadline. Further, if any Prime Vendor invoice contains an overbilling error that requires a financial adjustment of an amount equal to or greater than five percent (5%) of the total amount invoiced on that invoice, in addition to promptly crediting the overbilled amount, Prime Vendor shall credit to DES on the next invoice an amount equal to Five Thousand Dollars ($5,000) to cover the DES expenses associated with reconciling such invoices.

8.5.4 Payment and Disputes. The parties agree that within sixty (60) days following its receipt of the applicable invoice, DES shall pay the invoice, provided that: (a) it was accurately and timely issued as provided in **Sections 8.5.1** and **8.5.2**; and (b) such invoice is not disputed by DES in accordance with the further terms of this Section. Prime Vendor shall accept electronic funds transfers as the form of payment. DES will review submitted invoices in accordance with its current invoice review practices and provide Prime Vendor with feedback on the accuracy of the invoice within ten (10) business days of receipt. If there are corrections to be made, Prime Vendor will promptly correct the invoice and resubmit to DES for processing, and provided prompt submission is made, payment will be made within the original 60 day period described above. If there is an issue or problem with the invoice determined after the initial 10 day review period, DES will notify Prime Vendor promptly of the issue or problem, and, upon resolution or correction, will work to expedite payment. If an invoiced amount is disputed in good faith by DES, then DES promptly shall notify Prime Vendor of the dispute and, until resolution of the dispute occurs pursuant to **Article 14**, DES shall have the right to with-

hold and suspend disputed payments. All of the parties' obligations under the Agreement shall continue unabated during the duration of the dispute resolution. If DES claims that it has been inappropriately billed but it has already paid the disputed amount, the parties shall work to resolve the matter within ninety (90) days from the date of DES' written notice of such overpayment, and each party shall provide the other with all relevant documentation in an effort to resolve the matter as quickly as possible. If Prime Vendor determines that DES was billed improperly, it promptly shall issue to DES a credit memo that DES can deduct on the next invoice billed.

8.5.5 Small Business, Minority and Women's Business Enterprise (MWBE) and Veteran-Owned Business Participation. For any subcontractors that are qualified as a small business, certified MWBE or Veteran-Owned Subcontractor, with each invoice for payment and within thirty (30) days of DES' request, Prime Vendor shall provide DES an affidavit of amounts paid. The affidavit of amounts paid shall state that its Subcontractor(s) still meets the definition of small business and/or maintain(s) its/their MWBE and/or Veteran-Owned certification(s) and specify the amounts paid to each small business, certified MWBE or Veteran-Owned Subcontractor under the Agreement. Prime Vendor shall maintain records supporting the affidavit of amounts paid in accordance with **Section 15.2.5**.

8.6 Travel and Out-of-Pocket Expenses. Except to the extent that a Project Agreement, Contract Supplement, Change Order or other ordering document expressly states that DES will reimburse Prime Vendor for staffing accommodation, living, travel, out-of-pocket or other expenses, the fees (including Fixed Fees) set forth in a Project Agreement, Contract Supplement, Change Order or other ordering document shall be deemed to include all reimbursements, payments, liabilities and/or charges related to expenses and DES will not reimburse Prime Vendor for any staffing accommodation, living, travel, out-of-pocket or other expenses. To the extent that a Project Agreement, Contract Supplement, Change Order or other ordering document expressly states that DES will reimburse Prime Vendor for staffing accommodation, living and travel, out-of-pocket or other expenses, Prime Vendor shall be reimbursed for such items in accordance with the then-current DES Policies, including applicable rules and regulations set forth in the Washington State Administrative and Accounting Manual, currently available at **http://www.ofm.wa.gov/policy/10.htm**. Travel and out-of-pocket expenses may be subject to a not-to-exceed or other agreed arrangement(s) as may be set forth in a Project Agreement or Contract Supplement. Prime Vendor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of Fifty Dollars ($50) or more when requesting reimbursement. Travel and out-of-pocket expenses that are not submitted with receipts (as required) and other required substantiating documentation in accordance with the DES Policies within sixty (60) days from the date chargeable to DES shall be reduced by one and one half percent (1.5%) per month for each month (or partial amount) that Prime Vendor fails to invoice DES following the applicable date such travel and out-of-pocket expenses were chargeable by Prime Vendor to DES. Travel and out-of-pocket expenses that do not receive pre-approval by DES, will not be eligible for reimbursement. If Prime Vendor's expense reports contain errors that result in financial adjustments of five percent (5%) or more and such adjustments occur more than two (2) times over a twelve (12) month period, Prime Vendor will be required to reimburse DES' costs and expenses in reconciling Prime Vendor's expense reports for each such report over the second of such occurrence during such 12 month period, up to Five Thousand Dollars ($5,000).

8.7 Set-Off Rights. Prime Vendor shall comply with DES' billing practices relating to the issuance of credit notes and/or memoranda relating to amounts due to DES under the Agreement, including any Delay Credits, Quality Credits, Support Credits, Performance Credits, or unresolved disputed amounts as described in **Section 8.5**. If Prime Vendor fails to issue to DES a credit note or memorandum on its next invoice to DES for any amounts that become due to DES in accordance with the above, then DES shall have the right to set off such amounts against any amounts then due or that become due to Prime Vendor under the Agreement. If DES cannot effectuate a complete set-off due to insufficient amounts owed by DES to Prime Vendor, Prime Vendor promptly shall refund unrealized set off amounts to DES no later than twenty (20) days following its receipt of written notice from DES requiring it to do so.

8.8 Taxes. DES shall pay all sales and use taxes required under applicable Law. Prime Vendor must pay all other taxes, including the Washington Business and Occupation Tax, other taxes based on Prime Vendor's income or gross receipts, and personal property taxes levied or assessed on Prime Vendor's personal property. Prime Vendor shall include on each invoice a separate line item specifying the tax for each component of Service or Solution. Prime Vendor shall work with DES to ensure that Prime Vendor is properly determining the amount of taxes under applicable Law associated with each type of Service or Solution. DES shall not be charged for any taxes levied or assessed on the income of Prime Vendor's employees such as IRS compensatory taxes. Prime Vendor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under the Agreement. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, compensatory or other expenses for Prime Vendor or Prime Vendor's personnel shall be Prime Vendor's sole responsibility. DES reserves the right to require evidence of payment of such taxes prior to making any final payments due under a Project Agreement or Contract Supplement.

ARTICLE 9
REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Functionality and Performance Warranties.

9.1.1 Solution Functionality. Prime Vendor represents and warrants to DES that: (a) the Solution shall possess all of the functional capabilities described in: (i) the DES Business and Technical Requirements; and (ii) the Documentation; and (iii) shall perform all such functions described in **subsections (i)** and **(ii)** without any Level 1 Defects or Level 2 Defects, or operate with workarounds acceptable to DES; (b) except as may be otherwise expressly set forth in a Product Agreement or Contract Supplement, the various components of the Solution: (i) are designed to and shall not require multiple user sign-ons and forced sign-offs within, across and among all product lines, including Solutions provided to DES from and after the Effective Date; (ii) shall have the same "look and feel" within a product line; and (iii) either share a common database used across components of the Solution, or if there are multiple databases, the data among such databases is coordinated, synchronized or otherwise managed by the Solution without the need of a separate interface; and (c) to the extent the Solution has mobile features and/or uses a mobile platform or application, the mobile component of the Solution complies with Mobile Standards, provided that such representation and warranty does not apply where Prime Vendor optimizes its desktop screens for the mobile device and the optimization does not use any capabilities of the mobile device (*e.g.*, GPS or other "app" functionality)).

The terms of this Section are effective on the Effective Date and shall remain in effect with respect to particular Solution for as long as DES is paying for Support and Maintenance Services.

9.1.2 System Performance.

(a) Hosted Services Environment. If Prime Vendor is providing Hosting Services, Prime Vendor represents and warrants to DES that the hosted System shall meet or exceed the Performance Standards set forth in the Hosting Services Exhibit. If DES decides at any time that it wants to transfer the hosted operations to an in-house DES or Third Party facility, Prime Vendor will specify the operating environment that DES should use to host the System, which will be equivalent to or substantially the same as the operating environment used by Prime Vendor to provide the Hosting Services. Such operating environment shall for purposes of the Agreement be deemed the "Approved Equipment Configuration" and the terms of **subsection (b)** shall apply.

(b) In-House Hosted Environment. If DES operates the System as an "in-house" solution, Prime Vendor represents and warrants to DES that the System shall meet or exceed the Performance Standards set forth in the applicable Project Agreement or Contract Supplement (which for purposes of a transition from a Prime Vendor hosted environment, shall be equivalent to the Performance Standards as when Prime Vendor hosted the Software) when operating in the operating environment described in the applicable Project Agreement or Contract Supplement (the "***Approved Equipment Configuration***"). The representations and warranties set forth in this Section shall remain in effect for as long as the Approved Equipment Configuration is not exceeded, and for as long as DES continues to purchase Support and Maintenance Services. If: (a) DES' Approved Equipment Configuration has changed so that DES is no longer operating the System within the Approved Equipment Configuration parameters; and (b) DES wants to maintain the effectiveness of the Performance Standards with respect to the System, then Prime Vendor shall make recommendations that are reasonably necessary to ensure that the System continues to operate in accordance with the Performance Standards while operating within the re-established Approved Equipment Configuration, including that DES purchase additional equipment and/or license additional software. If DES implements such recommendations, the Performance Standards shall remain in effect for as long as the re-established Approved Equipment Configuration is not exceeded, after which the process described in this Section shall be repeated at DES' request. If there is a failure of the System to operate in accordance with the performance warranties set forth in this Section Prime Vendor shall only be obligated to provide advisory services to assist DES in obtaining the Performance Standards, and Prime Vendor shall not be obligated to purchase additional software or equipment to remedy such non-performance. The terms of this Section shall apply so long as DES is paying for Support and Maintenance Services and DES has not made modifications (but excluding any configurations permitted by or made in accordance with the Documentation) to the Software without the written consent of Prime Vendor.

9.1.3 Demonstrations. Prime Vendor represents and warrants to DES that, for any Demonstrations provided to DES in which a Solution was proposed, Prime Vendor used only generally available versions and releases of the Solution when it developed the Demonstrations, including the use of actual file structures, APIs, layouts and screens; (b) the test data populated actual files and file structures used in the Solution to show the movement of data native in the system and was not simulated in (*i.e.*, splashed into) temporary excel or other files created to show features, functionality or information flows that are not present in the Solution; and did not use any tools, utilities, or other techniques to replicate or simulate any portion of the Solution. This representation and warranty shall survive the expiration or termination of the Agreement.

9.1.4 Certification of Third Party Equipment and Software.

(a) General. If DES acquires any Third Party software and/or equipment to operate with the System that has been previously recommended by Prime Vendor or previously certified by Prime Vendor (whether for DES or any other customer of Prime Vendor) then such software and/or equipment shall be deemed certified by Prime Vendor for DES' use and such use shall not affect the warranties set forth herein. If DES acquires any Third Party software and/or equipment that has not been recommended by Prime Vendor in a written configuration or previously certified by Prime Vendor (whether for DES or any other customer of Prime Vendor), then DES may submit such Third Party software and/or equipment for certification by Prime Vendor in order to assure conformance with Prime Vendor's reasonable specifications. Certification of Third Party software and/or equipment shall begin as soon as reasonably possible, but in no event later than ten (10) business days following DES' request. Fees for certification Services provided by Vendor shall be charged at the Service Rates and limited to the reasonable time, materials and out-of-pocket expenses associated with such certification. Upon certification by Prime Vendor, such Third Party software and/or equipment shall be deemed qualified to operate with the System without affecting the warranties set forth herein.

(b) Technical Alternatives. If Prime Vendor determines that the Third Party software and/or equipment cannot be certified, Vendor shall provide DES with a written explanation detailing the technical reasons why the software or equipment cannot be certified. If the technical issues are addressable in a commercially reasonable manner (such as acquiring technical proficiency in the technology to enable certification to be achieved) and the parties can address such issues (or, in the case of DES, DES makes an offer to address the technical issue), then the certification will proceed and the software or equipment will be certified upon addressing the technical issues. If the parties determine that the technical issues cannot be reasonably addressed then the parties shall work to develop a modified or alternative configuration or technology so that certification can proceed, and upon the adoption of such modification or alternative configuration or technology by DES, Prime Vendor will provide its certification.

(c) Retrofitting Previously Certified Technology. If DES migrates to a later release of a previously certified configuration or technology under this **Section 9.1.4**, at DES' request, Prime Vendor will provide technical assistance to DES and/or re-certify the configuration or technology, all at the Service Rates.

9.1.5 Solution Design Limitations. Each Project Agreement and Contract Supplement involving the implementation of a Solution shall provide a representation and warranty regarding the design limitations with respect to such Solution, including transaction volume throughput, field and record sizes, scalability and capacity limitations.

9.1.6 Disabling Codes. Prime Vendor represents and warrants that the Software and any Deliverable provided by Prime Vendor do not contain – and DES shall not receive from any Prime Vendor data transmission (including any connection to any Prime Vendor web-site or bulletin board) – any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data (other than normal, routine purging of data for Solution maintenance purposes as referenced in the Documentation) or programming or otherwise cause any System to become inoperable or incapable of being used in the full manner for which it was designed and created (a "***Disabling Code***"), including any limitations that are triggered by, as applicable: (a) any Solution being used or copied a certain number of times, or after the lapse of a certain period of time; (b) the Software being installed on or moved to a central processing unit or system that has a serial number, model number or other identification different from the central processing unit or equipment on which the Software originally was installed; or (c) the occurrence or lapse of any similar triggering factor or event. If Prime Vendor introduces a Disabling Code into the Solution, at its sole cost and expense, Prime Vendor shall, as applicable: (d) take all steps necessary to test for the presence of Disabling Codes; (e) furnish to DES a new copy of the Solution without the presence of Disabling Codes; (f) install and implement such new copy of the Solution at DES; (g) restore any and all data and programming lost by DES as a result of such Disabling Code (such restoration shall include, if needed, on-site technical assistance to extract data from corrupted data files, restoration of backup media, data log analysis, and the like). This representation and warranty shall survive the expiration or termination of the Agreement.

9.1.7 Comprehensiveness of Project Agreements and Contract Supplements and Sufficiency of Due Diligence. In order to avoid out-of-scope changes to a project and work to be performed under a Project Agreement or Contract Supplement, Prime Vendor represents and warrants to DES that, as of the effective date of the applicable Project Agreement or Contract Supplement: (a) Prime Vendor identified in the applicable Project Agreement or Contract Supplement all the software, services and other items required to: (i) implement the Solution and Equipment described therein; and (ii) achieve the DES Business and Technical Requirements and other requirements as set forth in such Project Agreement or Contract Supplement, and the Performance Standards; (b) all such software, services and other items are included in the applicable Project Agreement or Contract Supplement; and (c) there are no other products that are required to meet the DES Business or Technical Requirements or Performance Standards. Prime Vendor further represents and warrants to DES that, upon entering into a Project Agreement or Contract Supplement, that it will have properly sized the amount of personnel and other resources required to complete its obligations under a Project Agreement or Contract Supplement for the Fixed Fee (if any stated therein); the Services to be provided by Prime Vendor on a Fixed Fee basis under any Project Agreement or Contract Supplement are the only services required to meet the DES Business and Technical Requirements; and there are no other services (*i.e.*, optional or needed additional

services) that are omitted from the Project Agreement or Contract Supplement but necessary to meet such requirements.

9.1.8 Exclusions. Prime Vendor shall not be responsible for a breach of the representations and warranties set forth in **Section 9.1** to the extent such breach is caused by: (a) if applicable, DES' failure to properly install and maintain the Solution, but only if Prime Vendor has provided DES with written notice of such failure; (b) any alterations of or additions to the Solution performed by a party other than Prime Vendor or a Third Party not acting on Prime Vendor's behalf, at its direction or with its approval; or (c) use of the Solution in a configuration not set forth in the Documentation or an approved configuration.

9.1.9 Correction of Failure to Meet Functionality and Performance Warranties. Upon any failure to comply with the representations, warranties and/or covenants set forth in this Section, within the applicable time frames specified in **Schedule 7.1**, or within five (5) days if such time frames are not applicable to the breach, in each case following receipt of written notice from DES of such failure, Prime Vendor shall repair, replace or correct, at Prime Vendor's sole cost and expense, the applicable component(s) of the System, including by providing any additional software, equipment and/or services that may be necessary, except that the remedies for a breach of **Section 9.1.2** shall be limited by the terms set forth in such Section. The remedies set forth in this Section shall be in addition to any Support Credits and/or any other rights and remedies that may be available to DES.

9.2 Services Warranty. Prime Vendor represents and warrants to DES that it shall perform all Services in accordance with industry practices and standards generally applicable to such Services; provided, however, that where the Agreement or a Project Agreement or Contract Supplement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. The representations and warranties for Services rendered during a project under a Project Agreement or engagement under a Contract Supplement shall continue for a period of six (6) months after project completion of the project or completion of the engagement.

9.3 Open Systems Warranty and Covenants. Prime Vendor represents and warrants to DES that, as of the Effective Date, the Solution (including Interfaces) is Compliant with current versions of IEEE 802.11(a/b/g/n)(wireless), ANSI X3T9.5 (FDDI Specifications), TCP/IP protocols, HTTP standards, the standards set forth in **Schedule 7.1**, and other standards that may be set forth in a Project Agreement or Contract Supplement. Prime Vendor covenants that the Solution and future releases and version of the Solution shall be Compliant with such standards, as such standards are updated from time-to-time. For purposes of the Agreement, the term "***Compliant***" shall mean that the Solution is compatible with the applicable standard and is able to utilize fully each and every feature and functionality of that release level without workarounds or additional programming. The representations and warranties set forth in this Section shall remain in effect for as long as DES is paying for Support and Maintenance Services.

9.4 Third Party and Mobile Warranties. Prime Vendor represents and warrants to DES that it has tested or shall have tested at the time of installation all Third Party Software supplied by Prime Vendor to DES and determined that such Third Party Software meets the representations and warranties set forth in the Agreement and/or the applicable Project Agree-

ment or Contract Supplement. With respect to mobile and/or Third Party components of the Solution, Prime Vendor represents, warrants and covenants to DES that State Data shall not be stored, collected, used in geolocation tracking services, or other uses inconsistent with DES Policies, and that Third Party terms and conditions relating to the use of mobile devices are consistent with and do not violate any Laws, the Mobile Standards and/or DES Policies. The representations and warranties set forth in this Section shall survive the expiration or termination of the Agreement.

9.5 Equipment Warranty. With respect to any Equipment furnished by Prime Vendor to DES, Prime Vendor shall secure from the applicable manufacturer(s) such warranties and indemnities as may be available with respect to such Equipment at no additional cost to DES, and assign and pass through to DES such warranties and indemnities to the extent legally assignable. If such warranties and indemnities are not assignable to DES, at DES' request, Prime Vendor shall enforce such warranties and indemnities on DES' behalf. This representation and warranty shall survive the expiration or termination of the Agreement.

9.6 Intellectual Property Warranty. Prime Vendor represents and warrants to DES that, as of the Effective Date, and as of the effective date of each Project Agreement and Contract Supplement (except to the extent disclosed therein), the System and DES' use of the System in accordance with the terms of the Agreement does not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any Third Party. Prime Vendor further represents and warrants to DES that, as of the Effective Date, and as of the effective date of each Project Agreement and Contract Supplement (except to the extent disclosed therein), there is, and there shall be, no actual or threatened suit against Prime Vendor by any Third Party based on an alleged violation of any right specified in the preceding sentence. This representation and warranty shall survive the expiration or termination of the Agreement.

9.7 Warranty of Authority. Each party represents and warrants to the other that it has the right to enter into the Agreement and, in the case of Prime Vendor, as of the Effective Date and as of the effective date of each Project Agreement and Contract Supplement (except to the extent disclosed therein), there is not and there shall not be, any outstanding assignments, grants, licenses, encumbrances, obligations or agreements that relate to the System (whether written, oral or implied) that are inconsistent with the Agreement and the rights granted or transferred herein. This representation and warranty shall survive the expiration or termination of the Agreement.

9.8 Warranty of Title. Prime Vendor represents and warrants to DES that it has the full authority to provide, license or sublicense all Solutions provided or licensed to DES. Prime Vendor further represents and warrants that all Equipment shall be free and clear of all liens, claims, encumbrances and demands of Third Parties. This representation and warranty shall survive the expiration or termination of the Agreement.

9.9 Pending Litigation Warranty. Prime Vendor represents and warrants to DES that, as of the Effective Date and as of the effective date of each Project Agreement and Contract Supplement (except to the extent disclosed therein), there is (and there shall be at the time of a future Project Agreement and Contract Supplement), no action, suit, claim, investigation or proceeding pending, or the basis for any action, suit, investigation or proceeding, and to the best of Prime Vendor's knowledge, there is no action, suit, claim, investigation or proceeding, or

the basis for any action, suit, investigation or proceeding, threatened against, by or affecting Prime Vendor, its Affiliates or the System in any court, or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind that, if adversely determined, might affect Prime Vendor's ability to enter into the Agreement and/or the applicable Project Agreement or Contract Supplement and perform all of its obligations herein.

9.10 Offshoring. Prime Vendor represents, warrants and covenants to DES that Prime Vendor shall not: (a) except as may otherwise be set forth in a Project Agreement or Contract Supplement, perform any of its obligations under the Agreement from locations, or using employees, contractors and/or agents, situated outside the United States; or (b) directly or indirectly (including through the use of subcontractors) transmit any State Data outside the United States; or (c) allow any State Data to be accessed by Prime Vendor employees, contractors and/or agents from locations outside the United States or transmitted to locations outside the United States. Notwithstanding the foregoing, with respect to Hosting Services, Prime Vendor represents and warrants to DES that the primary, backup, disaster recovery and other data center sites for the Hosting Services will be provided from locations in the United States. If a Project Agreement or Contract Supplement provides that Services may be provided offshore, to the extent any Law or regulation enacted after the Effective Date or any policy or circumstances exist or are created which have, or may have, an adverse impact on DES with respect to legal compliance or its relationships with the State, its unions or otherwise, Prime Vendor acknowledges and agrees that, to the extent technically feasible and commercially reasonable, it shall change the delivery of any affected offshore Services in a manner which enables DES to avoid such adverse impact; or if the foregoing objective cannot be met to the satisfaction of the parties, then the parties shall engage in good faith negotiations to arrive at a mutually agreeable reasonable alternative. To the extent that an Authorized User is physically located outside of the United States and requests access to the Solution or Support and Maintenance Services from Prime Vendor, Prime Vendor's provision of access to the Solution or Support and Maintenance Services to such user physically located outside the United States shall not constitute a breach of this Section provided that Prime Vendor otherwise complies with the terms of this Section.

9.11 State Data. Prime Vendor represents and warrants to DES that it shall not collect, use, store, display and/or transmit State Data (including in a summary, extracted, redacted or de-identified form) other than as necessary to fulfill its obligations under the Agreement.

9.12 Conflicts of Interest. Prime Vendor represents and warrants to DES that neither Prime Vendor, any of its Affiliates or authorized subcontractors, nor any employee of either, has, shall have, or shall:

(a) Acquire, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Prime Vendor's performance of its duties and responsibilities to DES under the Agreement or otherwise create an appearance of impropriety with respect to the Agreement.

(b) Use the authority provided or to be provided under the Agreement to improperly obtain financial gain for Prime Vendor, any of its Affiliates, any of their employees, or any member of the immediate family of any such employee.

(c) Use any State Data acquired in connection with the Agreement to obtain financial gain for Prime Vendor, any of its Affiliates, any of their employees, or any member of the immediate family of any such employee.

(d) Accept anything of value based on an understanding that the actions of Prime Vendor, any such Affiliates or any such employees on behalf of DES would be influenced thereby; and neither Prime Vendor nor any of its Affiliates shall attempt to influence any DES employee by the direct or indirect offer of anything of value.

(e) Pay or agree to pay any person, other than *bona fide* employees working solely for Prime Vendor or such Affiliates or any of Prime Vendor's subcontractors, any fee, commission, percentage, brokerage fee, contingent fee, gift or any other consideration, that is contingent upon or resulting from the award or execution of the Agreement. If Prime Vendor fails to comply with this Section, DES shall have the right to either cancel the Agreement without liability to DES or, in DES' discretion, deduct from payments due to Prime Vendor, or otherwise recover from Prime Vendor, the full amount of such commission, percentage, brokerage fee, contingent fee, gift or other consideration.

9.13 Compliance with Federal and State Programs. With respect to Prime Vendor and Prime Vendor's employees providing Services to DES:

(a) Prime Vendor represents and warrants that neither Prime Vendor nor any of its employees is currently ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate.

(b) Prime Vendor shall immediately disclose to DES if it or any of its employees is debarred, suspended, excluded or otherwise declared ineligible to participate in federal or state procurement or non-procurement programs.

(c) Prime Vendor shall immediately disclose to DES if Prime Vendor or any of its employees is proposed for exclusion, debarment or suspension from participation in any federal or state procurement or non-procurement program.

(d) DES has the right to immediately terminate the Agreement for cause and without further liability to DES if Prime Vendor becomes ineligible to participate in federal or state procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate.

(e) If any of the occurrences described above, Prime Vendor shall provide written notice immediately to DES in accordance with **Section 15.1**.

9.14 Additional Warranties. Prime Vendor agrees that its performance under the Agreement shall include, in addition to the warranties set forth in this Article, all representations and warranties that may be set forth in a Project Agreement or Contract Supplement.

9.15 Material Misstatements or Omissions. No representation or warranty by a party that is contained in the Agreement or that may be contained in any Project Agreement, Contract Supplement, Schedule, Exhibit, Addendum or Attachment contains any untrue statement of

a material fact or omits to state a material fact necessary to make the statements and facts contained herein or therein not materially misleading.

***9.16 Disclaimer of Warranties*. THE WARRANTIES SET FORTH IN THE AGREEMENT AND IN ANY PROJECT AGREEMENT OR CONTRACT SUPPLEMENT, SCHEDULE, EXHIBIT, ADDENDUM OR ATTACHMENT CONSTITUTE THE ONLY WARRANTIES OF THE PARTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ARTICLE 10
TERM AND TERMINATION

***10.1 Term*.**

***10.1.1 Term of Agreement*.** The Agreement shall commence on the Effective Date and remain in effect until the date that no obligations remain under any Project Agreement, Contract Supplement, Change Order or other ordering document unless: (a) the parties mutually agree in writing to terminate the Agreement; (b) DES terminates the Agreement pursuant to **Section 10.1.3**; or (c) a party elects to terminate the Agreement following the occurrence for an Event of Default or under the circumstances described in **Section 15.5**.

***10.1.2 Term of Project Agreements and Contract Supplements*.** Each Project Agreement and Contract Supplement shall commence on its effective date and remain in effect until: (a) with respect to a Project Agreement, Project Completion of such Project Agreement occurs, and with respect to a Contract Supplement, the obligations under the Contract Supplement have been fulfilled, provided that a Project Agreement or Contract Supplement may provide that certain terms and conditions may survive; (b) the parties mutually agree in writing to terminate the Project Agreement or Contract Supplement; (b) DES terminates the Project Agreement or Contract Supplement pursuant to **Section 10.1.3**; or (c) a party elects to terminate the Project Agreement or Contract Supplement following the occurrence for an Event of Default or under the circumstances described in **Section 15.5**.

***10.1.3 Termination for Convenience*.** DES shall have the right to terminate the Agreement in whole or in part, any Project Agreement or Contract Supplement, involving the purchase of Services, and/or any line or category of Services being provided under a Project Agreement or Contract Supplement, without cause and for its convenience and without further liability (except as provided in this Section) upon ten (10) days prior written notice to Prime Vendor. Following any such termination, DES will only be responsible for: (a) subject to the terms of **Section 8.6** with respect to compliance with reimbursable expenses, actual, documented reimbursable expenses incurred by Prime Vendor prior to receipt of the written notice of termination, including reimbursement for expenses that were incurred on a Fixed Fee basis to the extent the Fixed Fee payments do not cover the actual expenses incurred by Prime Vendor; (b) the value (at the applicable rates under the Agreement) of any Services provided by Prime Vendor prior to (and/or, if authorized as provided above in this Section, after) receipt of the written notice of termination; (c) any fees relating to terminating the Hosting Services, if any, as set

forth in the Hosting Services Exhibit; and (d) any then-unpaid Software License Fees. Upon Prime Vendor's receipt of written notice of termination pursuant to this **Section 10.1.3**, to the extent not previously delivered, Prime Vendor shall deliver to DES all Deliverables developed by Prime Vendor, whether completed or in draft form, and the terms of **Section 3.2.4** shall apply.

In determining the fees owed under **subsection (b)** above with respect to partially completed Deliverables or milestones developed under a fixed fee arrangement, Prime Vendor shall disclose to DES: (d) the number of hours already expended by Prime Vendor toward achieving the milestone or Deliverable ("***E***"); and (e) the number of hours still needed by Prime Vendor to complete the Deliverable or milestone ("***N***"). The percent complete for the Deliverable or milestone will be represented by the fraction of: E/(N+E) x 100. For example, if Prime Vendor has expended sixty (60) hours towards completing a Deliverable or milestone and Prime Vendor estimates that it will take ninety (90) additional hours to complete such Deliverable or milestone, the Deliverable or milestone will be calculated to be forty percent (40%) complete (*i.e.*, (60/(60+90) x 100 = 40%). DES shall then have the option of requiring Prime Vendor to complete the Deliverable or milestone for the applicable unpaid Deliverable or milestone fee, or pay Prime Vendor a *pro rata* amount of such Deliverable or milestone fee based on the percent complete as calculated above. If under this paragraph the milestone-based payments paid to Prime Vendor do not equal the value of the Services (based on the Service Rates) at the termination date, DES shall be obligated to pay an additional amount of fees equal to the resources expended to the date of termination (based on the Service Rates) based on the amount of resources reflected in the Joint Resource Plan (as such plan may have been adjusted by the parties prior to the termination date).

10.1.4 Termination Due to Insufficient Funding. If there is insufficient funding to complete a project, DES and Prime Vendor shall meet and discuss adjusting the time frames for the delivery of the Solution, Services and/or Equipment, in a manner such that the Solution, Services and/or Equipment can be provided to DES, but with different time frames based on the projected future funding. The parties will negotiate in good faith for a period of ninety (90) days (or longer by mutual agreement). If, at the end of such ninety (90) day period the parties have reached mutually acceptable terms, such terms will be memorialized in a written amendment to the Agreement. If the parties have not reached mutually agreeable terms, DES may either elect to continue the Agreement or the applicable Project Agreement or Contract Supplement with respect to the applicable Solution, Services and/or Equipment, or, upon written notice to Prime Vendor, terminate the Agreement, and/or applicable Project Agreement or Contract Supplement, and such termination shall constitute a termination for convenience under **Section 10.1.3** and be subject to the terms thereof.

10.1.5 Survival. Any terms of the Agreement and/or any Project Agreements and Contract Supplements that would, by their nature or through the express terms of the Agreement or the applicable Project Agreement or Contract Supplement, survive the expiration or termination of the Agreement and/or the applicable Project Agreement or Contract Supplement shall so survive, including the terms of **Sections 3.1.1, 3.1.3, 3.1.4, 3.2.4, 3.2.5, 3.2.6, 3.6.2, 8.5** through **8.8**, **9.1.5**, **9.1.6**, **9.1.8**, **9.2**, **9.3**, and **9.6** through **9.16**, and **Articles 10** through **15**.

10.2 Events of Default. The following events shall constitute "***Events of Default***," and the occurrence of any one (1) or more of such Events of Default shall constitute a material breach of the Agreement and/or the applicable Project Agreement or Contract Supplement that shall afford the non-breaching party the rights and remedies set forth in this Article:

(a) Prime Vendor's failure to achieve any Critical Milestone by the applicable Critical Milestone Due Date, which failure shall constitute a Prime Vendor Event of Default unless such failure: (i) was caused by DES or its Third Party's delays or a Force Majeure Event that was not capable of being mitigated; or (ii) is cured by Prime Vendor within twenty (20) days after its receipt of written notice of such breach;

(b) A Chronic Performance Standards Failure as described in the Hosting Services Exhibit;

(c) A party's material breach of any other representation, warranty or covenant set forth in the Agreement, which material breach shall constitute an Event of Default by the non-performing party, provided that: (i) such failure is not cured within the applicable time frames, if any, set forth in the Agreement, or if no time frame for curing such breach is specified, then within twenty (20) days following the non-performing party's receipt of written notice of such failure; or (ii) if the breach reasonably cannot be cured within the time frames specified in the foregoing **subsection (i)**, the non-performing party has failed to provide to the other party within ten (10) days following its receipt of written notice of such failure a written plan to cure such failure that is acceptable to such other party in its sole discretion;

(d) Prime Vendor's failure to maintain insurance coverage as specified in **Sections 15.3**, provided that such failure is not cured by Prime Vendor within twenty (20) days following receipt of written notice of such failure, which failure shall constitute a Prime Vendor Event of Default;

(e) Prime Vendor's failure to make any Deposit(s) required under the Software Escrow Agreement in accordance with the terms set forth therein, provided that such failure is not cured within twenty (20) days following receipt of written notice of such failure, which shall constitute a Prime Vendor Event of Default;

(f) DES' failure to pay any undisputed invoice in accordance with the terms of **Section 8.5.3,** which failure shall constitute a DES Event of Default;

(g) The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Prime Vendor or any parent Affiliate of Prime Vendor under any law if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; the insolvency or making of an assignment for the benefit of creditors or the admittance by Prime Vendor or any parent Affiliate of Prime Vendor of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of Prime Vendor or any parent Affiliate of Prime Vendor; or any corporate action taken by the Board of Directors of Prime Vendor or any parent Affiliate of Prime Vendor in furtherance of any of the above actions, which shall constitute a Prime Vendor Event of Default; or

(h) If Prime Vendor or any parent Affiliate of Prime Vendor makes an assignment of all or substantially all of its assets for the benefit of creditors, or Prime Vendor's or any parent Affiliate of Prime Vendor's Board of Directors takes any corporate action by in furtherance of the above action, which shall constitute a Prime Vendor Event of Default.

10.3 Rights and Remedies of Prime Vendor Upon Default of DES. Upon the occurrence of a DES Event of Default, Prime Vendor shall be entitled to all of the remedies described below in this Section. In addition, if one (1) or more events as described in **Section 10.2** occur that would give rise to a DES Event of Default but DES has effected a cure within the applicable time frames set forth in **Section 10.2**, if any, or thereafter, then Prime Vendor nonetheless shall be entitled to the remedies set forth in **subsections (b)** and **(c)** below.

(a) Subject to DES' rights as set forth below, fully or partially terminate the Agreement and/or the affected Project Agreement(s) or Contract Supplement(s); and/or

(b) Subject to the terms of **Article 11**, recover damages from DES; and/or

(c) Any other additional remedies that may be set forth in a Project Agreement or Contract Supplement.

Perpetual licenses granted to DES under the Agreement shall be irrevocable unless DES materially breaches the license restrictions or other obligations set forth in **Sections 3.1** and fails to cure (or, in the case of incurable breaches, fails to exercise all commercially reasonable efforts to substantially cure) such material breach within thirty (30) days following DES' receipt of written notice from Prime Vendor requiring DES to cure the breach. Notwithstanding anything contained herein to the contrary, Prime Vendor expressly waives and disclaims any right or remedy it may have under any existing or future Laws or otherwise to: (d) de-install, disable or terminate the use or access to the Solution or any portion thereof, interfere with DES' quiet enjoyment of the Solution or terminate any license granted hereunder, before Prime Vendor has received a final, non-appealable judicial order terminating DES' license or access and use rights; or (e) subject to the further terms of this paragraph, terminate, suspend or withhold Hosting Services or Support and Maintenance Services prior to any termination of the entire Agreement and expiration of the Transition Period; or (f) exercise any other form of self-help remedy. If there is an unresolved dispute over the payment of fees in the amount of Two Hundred Fifty Thousand Dollars ($250,000) or more, Prime Vendor may cease providing Hosting Services subject to the fulfillment of all of the following conditions: (g) Prime Vendor provides nine (9) months prior written notice to DES of Prime Vendor's termination of the Hosting Services; (h) Prime Vendor complies fully with the obligations under **Section 10.5** with respect to the transition of the Hosting Services to DES or a Third Party designee; and (i) Prime Vendor files a claim against DES in a court of competent jurisdiction and pursuant to the terms of the Agreement seeking payment of the disputed amount.

10.4 Rights and Remedies of DES Upon Default of Prime Vendor. Upon the occurrence of a Prime Vendor Event of Default, DES shall be entitled to all of the remedies described below in this Section. In addition, if one (1) or more events as described in **Section 10.2** occur that would give rise to a Prime Vendor Event of Default but Prime Vendor has effected a cure within the applicable time frames set forth in **Section 10.2**, if any, or thereafter, then DES nonetheless shall be entitled to recover damages from Prime Vendor, subject to the terms of **Article 11**.

(a) Fully or partially terminate the Agreement, the affected Project Agreement or Contract Supplement (or Schedule or Exhibit thereto), Statement of Work or other document, or the affected line or category of Services being provided under a Project Agreement or Contract Supplement; and/or

(b) Subject to the terms of **Article 11**, recover damages from Prime Vendor; and/or

(c) If a Disclosure Event has occurred, obtain the Deposits from escrow in accordance with the terms of the Software Escrow Agreement for use as provided in the Agreement and in such event, obtain the transfer of Knowledge as described in **Section 3.7**; and/or

(d) For terminated Support and Maintenance Services, obtain a refund of any pre-paid but unearned Support and Maintenance Services Fees; and/or

(e) Obtain from Prime Vendor transition Services in accordance with **Section 10.5**; and/or

(f) Any other additional remedies that may be set forth in a Project Agreement or Contract Supplement.

10.5 Transition Services. Upon an expiration or a complete or partial termination of the Agreement, one (1) or more Project Agreements, Contract Supplements or Exhibits, and/or one or more lines or categories of Services for any reason, DES shall have the right, at DES' option, for up to thirty six (36) months (the "***Transition Period***"), to all or any combination of the following: (a) continue to receive from Prime Vendor all Support and Maintenance Services (at the applicable rates under the Agreement); (b) if DES will be transitioning to a new system or software solution (irrespective of whether DES' license to use any Software has been terminated as provided in **Section 10.3**), receive from Prime Vendor all Services reasonably necessary to effectuate an orderly transition to such new system or software solution, including providing assistance in transferring data files to an industry-standard format designated by DES; (c) if DES' license to use any Software has been terminated as provided in **Section 10.3**, continue to use the applicable Software for the purposes set forth herein and subject to the restrictions set forth herein; and (d) obtain from Prime Vendor the transfer of Knowledge described therein. All Services (excluding Support and Maintenance Services, unless provided at DES' option on a time-and-materials basis) provided by Prime Vendor during the Transition Period shall be provided at the Service Rates or other applicable rates set forth in the Agreement. Notwithstanding the foregoing, if the Agreement or any Project Agreement or Contract Supplement, or an affected line or category of Services being provided under a Project Agreement or Contract Supplement is completely or partially terminated due to the occurrence of a Prime Vendor Event of Default, Prime Vendor shall provide such transition Services at no cost to DES.

ARTICLE 11
LIMITATION ON LIABILITY

11.1 Cap on Damages. **EXCEPT AS SET FORTH IN SECTION 11.2:**

(A) WITH RESPECT TO PRIME VENDOR'S LIABILITY TO DES, PRIME VENDOR'S CUMULATIVE LIABILITY TO DES FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL NOT EXCEED:

(I) PRIOR TO PROJECT COMPLETION OF THE TLA SOLUTION PROJECT AND FOR A PERIOD OF TWO (2) YEARS THEREAFTER, ONE AND ONE HALF TIMES (1.5 X) THE FEES PAID TO PRIME VENDOR BY DES, SUBJECT TO A MINIMUM LIABILITY AMOUNT OF ONE MILLION DOLLARS ($1,000,000) ("*FIRST LIABILITY CAP*"), AND DES SHALL BE ENTITLED TO RECOVER ALL DAMAGES (DIRECT AND NON-DIRECT, AS MAY BE ALLOCATED BY DES) UP TO AN AMOUNT OF SIXTEEN AND 66.5/100THS PERCENT (16.665%) OF THE FIRST LIABILITY CAP, AND THE REMAINING EIGHTY THREE AND 33.5/100THS PERCENT (83.335%) OF THE FIRST LIABILITY CAP SHALL BE LIMITED TO DIRECT DAMAGES; AND

(II) FROM AND AFTER TWO (2) YEARS AFTER PROJECT COMPLETION OF THE TLA SOLUTION PROJECT, TWO TIMES (2X) THE FEES PAID TO PRIME VENDOR BY DES DURING THE PRIOR THIRTY SIX (36) MONTH PERIOD FROM WHEN THE CLAIM AROSE ("*SECOND LIABILITY CAP*"), AND DES SHALL BE ENTITLED TO RECOVER ALL DAMAGES (DIRECT AND NON-DIRECT, AS MAY BE ALLOCATED BY DES) UP TO AN AMOUNT OF TWENTY FIVE PERCENT (25%) OF THE SECOND LIABILITY CAP, AND THE REMAINING SEVENTY FIVE PERCENT (75%) OF THE SECOND LIABILITY CAP SHALL BE LIMITED TO DIRECT DAMAGES; AND

(III) IN THE CIRCUMSTANCE IN WHICH THERE IS A CHANGE OF CONTROL AND WRITTEN CONSENT IS NOT PROVIDED BY DES UNDER SECTION 15.12, THREE TIMES (3X) THE FEES PAID TO PRIME VENDOR BY DES DURING THE PRIOR THIRTY SIX (36) MONTH PERIOD FROM WHEN THE CLAIM AROSE, AND DES SHALL BE ENTITLED TO RECOVER ALL DAMAGES (DIRECT AND NON-DIRECT); AND

(B) WITH RESPECT TO DES' LIABILITY TO PRIME VENDOR, DES SHALL BE LIABLE TO PRIME VENDOR ONLY FOR UNPAID AND UNDISPUTED INVOICES FOR SOLUTION, SERVICES AND EXPENSES (INCLUDING ANY INVOICES FOR SOFTWARE AND/OR SERVICES LATER DETERMINED TO BE VALID), PLUS ANY AMOUNTS OWED UNDER SECTIONS 10.1.3 AND 10.1.4.

11.2 Exclusions from Limitations on Liability. Notwithstanding anything contained herein to the contrary, the limitations on liability set forth in **Section 11.1** shall not apply: (a) to claims arising as a result of personal injury, including death, caused by a party or its employees, agents and/or subcontractors; (b) to claims arising as a result of damage to real property or tangible personal property (including loss of data) caused by a party or its employees, agents and/or subcontractors, subject to the amount of insurance policy coverage required under **Section 15.3**; (c) to Prime Vendor's failure to comply with its obligations under **Section 1.3.7** and **Article 13**; (d) to a party's failure to comply with its respective obligations under **Article 12**; and (e) any gross negligence or willful misconduct on the part of Prime Vendor.

11.3 Restoration of Liability Cap. If, at any time: (a) (i) the total aggregate liability of Prime Vendor for claims asserted by DES under or in connection with the Agreement exceeds seventy percent (70%) of the limitation of liability amount in **Section 11.1(A)**; and (ii) Prime Vendor does not agree in writing to increase such amount by the amount required to restore the full original value of the limitation of liability amount in **Section 11.1(A)** within thirty (30) days following its receipt of a written request from DES that it do so; or (b) the total aggregate liability of Prime Vendor equals or exceeds the limitation of liability amount in **Section 11.1(A)**, then DES shall have the right to terminate the Agreement and/or any Project Agreement or Contract Supplement (in whole or in part) by delivering a written notice of termination to Prime Vendor. Any termination pursuant to this Section shall constitute a termination for convenience under **Section 10.1.3** and be subject to the terms thereof.

11.4 Costs of Cure. To the extent a party elects to cure any failure by it to comply with its obligations under the Agreement, all costs and expenses associated with such cure shall be borne solely by the curing party and shall in no event count toward satisfaction of the cap on damages described in **Section 11.1**.

ARTICLE 12
DATA RIGHTS AND CONFIDENTIALITY

12.1 Ownership of Data. Each party is and shall remain the owner of all right, title and interest in and to any data that it owned prior to the Effective Date, and in and to any data to which it may hereafter acquire ownership. Without limiting the generality of the foregoing, DES shall own all right, title and interest in and to DES Data. Except as otherwise provided in the Agreement, no party shall be obligated to convey any right, title and/or interest in any data to the other. Subject to the terms of the Agreement, including the license rights granted to DES hereunder, each party, upon request of the other, promptly shall return to the other any data owned by the other that may have been disclosed hereunder (including State Data).

12.2 Confidential Information. Each party acknowledges that it may acquire or be exposed to Confidential Information of the other party. Having acknowledged the foregoing, the party that has received Confidential Information ("***Receiving Party***") agrees: (a) to exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information ("***Disclosing Party***") that it exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; (b) not to use the Disclosing Party's Confidential Information except as permitted or contemplated hereunder; and (c) not to directly or indirectly disclose, distribute, republish or allow any Third Party to have access to any Confidential Information of the Disclosing Party without such Third Party executing: (i) with respect to disclosure of Prime Vendor Confidential Information, the Third Party Confidentiality and Non-Disclosure Agreement set forth in **Exhibit 4**, provided that for Third Parties that have a signed confidentiality agreement with DES as of the Effective Date, such Third Parties shall not be required to execute the Third Party Confidentiality and Non-Disclosure Agreement; and (ii) with respect to disclosure of State Data, a confidentiality and non-disclosure agreement with no less protective confidentiality provisions than those set forth in the Agreement. Notwithstanding the above, but subject to the further requirements of the Agreement, as applicable: (d) DES may disclose Prime Vendor Confidential Information to DES' Authorized Users who have a need to know; (e) Prime Vendor may disclose State Data to its employees and authorized agents who have a need to know; (f) Agencies to whom Prime Vendor Confidential Information will be disclosed by DES will be bound under a confidentiality agreement with

DES; and (g) a party may disclose Confidential Information if so required by Law (including court order or subpoena), provided that such disclosure is made in accordance with **Section 12.3**. With respect to Prime Vendor's Confidential Information, such information shall not include information that is: (h) publicly available or later becomes available other than through a breach of the Agreement; (i) known to the Receiving Party or its employees, agents or representatives prior to disclosure by the Disclosing Party or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (j) subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a Third Party without obligations of confidentiality.

12.3 Public Records Disclosures. Notwithstanding anything contained in the Agreement to the contrary, including in **Section 12.2** or **12.4**, Prime Vendor acknowledges that DES is a public organization and that the terms and conditions of the Agreement (including all Project Agreements and Contract Supplements) and other Prime Vendor information including Prime Vendor Confidential Information, Documentation and Deliverables may be subject to disclosure under the applicable Law, including Washington State's Public Records Act (RCW 42.56). If such a disclosure request is made of DES or any of the Agencies which it serves, DES or the Agencies, as applicable, shall, within ten (10) business days prior to release, notify Prime Vendor of any such request, in order to provide Prime Vendor time to seek judicial relief if it believes such information should not be released. Subject to a court of competent jurisdiction issuing an order prohibiting such release or the requesting party notifying DES in writing prior to DES' planned release that it has rescinded its request for disclosure, DES and/or the Agencies, as applicable, shall release and disclose all requested information without liability therefore.

12.4 Confidentiality of Prime Vendor Personnel. Prime Vendor shall cause all of its employees and any authorized subcontractor employees who have access to DES' Confidential Information to be bound by a confidentiality agreement with confidentiality provisions no less protective than the confidentiality terms contained herein.

12.5 Notification Obligation. If the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party promptly and fully shall notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Receiving Party or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall not disclose the Confidential Information without providing the Disclosing Party with reasonable prior written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of the Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party or any of its employees are nonetheless, in the written opinion of the Receiving Party's counsel (a copy of which opinion shall be delivered to the Disclosing Party), legally compelled to disclose Confidential Information to any tribunal or otherwise stand liable for contempt or suffer other censure or penalty, the Receiving Party or its employees may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information that such counsel advises the Receiving Party that it is legally required to disclose. Notwithstanding the foregoing, the Receiving Party shall exercise its best efforts to preserve the confidentiality of the Confidential Information, including by cooperating with the Dis-

closing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information by such tribunal.

12.6 Information Sharing. As part of its mission, DES intends to share information with the Agencies and other states and governmental institutions to promote best practices using the Solution. The types of information shared by DES with the Agencies and other states and governmental institutions may include design documents, functional specifications, technical specifications, reports and report formats, workflow processes, policies and procedures, printed training and education materials, computer-based training and education materials, Extensions, Interfaces, implementation strategies, configuration strategies and recommendations, screen shots and queries and job descriptions. Prime Vendor shall permit DES to share the above types of Prime Vendor Confidential Information relating to the Solution with other institutions that are customers of Prime Vendor.

12.7 HIPAA. To the extent HIPAA compliance is required, if Prime Vendor (or any subcontractor) will, or will likely, have access to protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as may be amended from time-to-time ("***HIPAA***") of DES or any Agency, Prime Vendor and any applicable subcontractor(s) shall execute the then-current form of Business Associate Agreement of DES or the applicable Agency.

12.8 Survival. The terms of this **Article 12** shall survive the expiration or termination of the Agreement.

ARTICLE 13
INDEMNIFICATION

13.1 General. Subject to the further terms of this Article, Prime Vendor (the "***Indemnifying Party***") shall assume all risk of and responsibility for, and shall indemnify, defend and hold harmless DES, the Agencies, the State, and their respective officers, employees, contractors, officials, consultants, volunteers, representatives, agents, attorneys, successors and assigns (collectively, the "***Indemnified Parties***") from and against all claims, demands, suits, actions, recoveries, judgments and actual costs and expenses (including all attorneys', advisors and consultant fees and costs) in connection therewith on account of any Third Party claim arising out of or relating to: (a) bodily injury, including death, and real property and tangible personal property damage arising from or resulting directly or indirectly from Prime Vendor's or its employees', agents' or representatives' acts or omissions; (b) Prime Vendor's or its employees', agents' or representatives' failure to comply with the terms of **Article 12**; (c) any failure by Prime Vendor to comply with its obligations under **Section 15.16**; (d) DES' rights to indemnity under **Section 15.4**; (e) a breach of Prime Vendor's obligations which results in a fine or penalty to an Indemnified Party; or (f) Prime Vendor's gross negligence or willful misconduct in its performance under the Agreement. The indemnity provisions in this Section shall not be limited by reason of any insurance coverage required under the Agreement. Prime Vendor's indemnity obligations under this Section may be reduced to the extent DES is found to have been contributory negligent.

13.2 Infringement. Subject to the further terms of this Article, Prime Vendor shall indemnify, defend and hold harmless the Indemnified Parties from and against any claim asserted or any claim, suit or proceeding brought by a Third Party against the Indemnified Parties alleg-

ing that the Deliverables, Solution, or any part thereof, or DES' use of the Deliverables or Solution constitutes a misappropriation of any proprietary or trade secret information or an infringement of any Intellectual Property Right. DES will cease using Deliverables, the Solution, or any part thereof if they infringe on a Third Party Intellectual Property Right or constitute a misappropriation provided: (a) Prime Vendor notifies DES in writing that a Third Party has alleged or asserted a claim that the Deliverables, Solution, or any part thereof, or DES' use of the Deliverables or Solution constitutes a misappropriation of such Third Party's proprietary or trade secret information or an infringement of such Third Party's Intellectual Property Right, and Prime Vendor provides and implements a workaround or replacement Deliverables, Solution, or part thereof, acceptable to DES, DES will cease using the Deliverables, Solution, or part thereof, that is alleged to have infringed on or misappropriated such Third Party's rights; or (b) Prime Vendor provides a copy of a non-appealable judicial order requiring the cessation of the use of the Deliverable, Solution or portion thereof. Prime Vendor shall pay all damages awarded or agreed to settlement payments, and any actual costs and expenses, including attorneys' fees, litigation costs (including the costs and expenses of any appellate bonds) arising from any such claim and incurred by the Indemnified Parties; provided, however, that the Indemnified Parties, after receiving notice thereof, promptly shall advise Prime Vendor of any such claim, suit or proceeding and, at Prime Vendor's expense, cooperate with Prime Vendor in the defense thereof. If Prime Vendor reasonably believes that any such claim, suit or proceeding may be successful, Prime Vendor shall, at no additional cost to the Indemnified Parties, either: (a) procure for the Indemnified Parties the right to continue using the portion of the Deliverables and/or Solution subject to such claim, suit or proceeding; or (b) replace or modify the Deliverables and/or Solution so that it no longer is subject to any such claim, suit or proceeding while maintaining equivalent or better functionality and performance capabilities.

No undertaking of Prime Vendor under this Section shall extend to any alleged infringement or violation to the extent that such infringement or violation arises from adherence to design modifications, specifications, drawings, or written instructions that Prime Vendor is specifically directed by DES to follow, or relates to uses of the Deliverables and/or Solution in combination with other systems, furnished either by Prime Vendor or others, which combination was not recommended or otherwise approved by Prime Vendor, where the lack of the combination would not, in and of itself, be infringing.

13.3 Industrial Insurance Immunity Waiver. Prime Vendor waives its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend and hold the Indemnified Parties harmless under the Agreement.

13.4 Procedures for Indemnification.

13.4.1 General. Promptly after becoming aware of same, the Indemnified Parties shall notify Prime Vendor of any Third Party claim covered under the terms of **Sections 13.1** or **13.2**, as applicable, for which the Indemnified Parties seeks indemnification.

13.4.2 Defense. The defense counsel selected by the Indemnifying Party shall be reasonably acceptable to the Indemnified Parties. Prime Vendor acknowledges that, as a State entity, DES is represented by the Attorney General's Office of the state of Washington which must approve of and appoint the Indemnified Parties' defense counsel as special assistant Attorneys General of the state of Washington.

13.4.3 Settlement of Claims. Prime Vendor shall not settle any claim, suit or action without the prior written consent of DES and/or the office of the Attorney General of the state of Washington, as required.

13.5 Survival; No Limitations on Liability. The terms of this Article shall survive any expiration or termination of the Agreement. Notwithstanding anything contained in the Agreement to the contrary, the terms of any limitations on liability clauses contained in the Agreement shall not apply to Prime Vendor's indemnification obligations under this Article.

ARTICLE 14
DISPUTE RESOLUTION

14.1 Administrative-Level Performance Review. If a dispute relating to the Agreement arises between the parties, the Prime Vendor Account Executive and the DES Program Manager may, but shall not be obligated to, meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) days after the initial request for a meeting, or if the parties do not agree to invoke this level of dispute resolution, then the parties may seek to resolve the dispute through an executive-level performance review as provided in **Section 14.2**.

14.2 Executive-Level Performance Review. For disputes that are not resolved at the Prime Vendor Account Executive and DES Program Manager level, the Executive Sponsors may, but shall not be obligated to, meet and attempt to resolve the dispute. If such representatives are unable to resolve the dispute within five (5) business days after the parties have commenced negotiations, or ten (10) days have passed since the initial request for negotiations at this level, or if the parties do not agree to invoke this level if dispute resolution, then the parties may seek to resolve the dispute through mediation as hereinafter provided or, if the parties do not agree to submit the dispute to mediation, to seek any and all rights and remedies that may be available to them as provided in the Agreement.

14.3 Voluntary, Non-Binding Mediation. If the prior levels of dispute resolution are not invoked or are unsuccessful, the parties may, but shall not be obligated to, mutually agree in writing to submit the dispute to non-binding mediation. Mediation must occur within thirty (30) days after the parties agree to submit the dispute to mediation. The parties mutually shall select an independent mediator experienced in information systems of the type in dispute, and each shall designate a representative(s) to meet with the mediator in good faith in an effort to resolve the dispute. The specific format for the mediation shall be left to the discretion of the mediator and the designated party representatives and may include the preparation of agreed-upon statements of fact or written statements of position furnished to the other party.

14.4 Redress in Court; Injunctive Relief. Informal dispute resolution under this Article shall not be a pre-condition to any action by a party to enforce its rights under the Agreement. In addition to other remedies available at law or in equity, either party may seek injunctive relief from a court of competent jurisdiction.

14.5 Continued Performance; No Tolling of Cure Periods. Except where clearly prevented by the area in dispute and subject to the further terms of **Section 10.3**, the parties shall continue performing their obligations under the Agreement while the dispute is being re-

solved as provided in this Article, unless and until the dispute is resolved or until the Agreement and/or the applicable Project Agreement or Contract Supplement, as applicable, is terminated. The time frame for a party to cure any breach of the terms of the Agreement shall not be tolled by the pendency of any dispute resolution procedures.

ARTICLE 15
MISCELLANEOUS

15.1 Notices. Any written notice required or permitted to be delivered pursuant to the Agreement (other than project-related notices that may be sent by email) shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via e-mail or fax, with a confirmation copy sent via overnight mail; or (d) one (1) business day after deposit with a national overnight courier, in each case addressed to the following address:

If to DES:

Washington State Department of
Enterprise Services
1500 Jefferson Street SE
Olympia, Washington 98501
Attention: Rebecca Riley, Contracts Manager
Fax: (360) 407-9174
E-mail: becci.riley@des.wa.gov

and

with a copy to:

Washington State Department of
Enterprise Services
1500 Jefferson Street SE
Olympia, Washington 98501
Attention: Dawn Tatman, CIO
Fax: (360) 664-3423
E-mail: dawn.tatman@des.wa.gov

If to Prime Vendor:

WorkForce Software, LLC
38705 Seven Mile Road, Suite 300
Livonia, Michigan 48152
Attention: Christopher Herter, Senior Counsel
Fax: (734) 542-0635
E-mail: cherter@workforcesoftware.com

and

with a copy to:

WorkForce Software, LLC
38705 Seven Mile Road, Suite 300
Livonia, Michigan 48152
Attention: Kevin Choksi, Chief Executive Officer
Fax: (734) 542-0635
E-mail: kchoksi@workforcesoftware.com

or to such other addresses as may be specified by a party upon notice given to the other.

15.2 Audits and Requests for Records.

15.2.1 Financial Audits. At any time up to and including six (6) years following the termination of the Agreement, DES (itself or through its Independent Auditor or a State auditor) shall have the right upon reasonable advance written notice and on an annual basis to fully audit the books and records of Prime Vendor to the extent reasonably necessary to confirm the accuracy and appropriateness of all invoices issued under the Agreement, including all supporting details, and to verify compliance with applicable Laws. All such audits shall be conducted during normal business hours. If any audit

demonstrates that Prime Vendor has overcharged or undercharged DES, then either: (a) Prime Vendor promptly shall refund the overcharges to DES; or (b) following receipt of Prime Vendor's invoice, DES shall pay the undercharge to Prime Vendor. Further, if any overcharge is in excess of five percent (5%) of the aggregate charges incurred during the period to which the audit relates, then Prime Vendor shall reimburse DES for the reasonable costs and expenses (up to $75,000 in expenses) incurred to conduct such audit.

15.2.2 Solution Usage Confirmation. With respect to Software licensed to DES, confirmation of DES' usage of such Software shall be accomplished through either a non-invasive, remote and automated audit of the Software by Prime Vendor, provided that there are little or no disruptions to the Solution and Prime Vendor provides advance written notice to DES, or an attestation process as follows: If Prime Vendor believes that DES is in violation of **Section 3.1**, at Prime Vendor's written request, which request shall describe in detail the facts and circumstances giving rise to such belief and explain why Prime Vendor believes that such facts and circumstances constitute a violation of **Section 3.1**, an officer of DES shall promptly provide a written attestation to Prime Vendor stating that DES is in compliance with the terms of such section or stating the specific degree of non-compliance and DES' immediate efforts to establish compliance, provided, however, that such attestation shall not create a separate cause of action in connection with a claim of breach under the Agreement. If Prime Vendor disagrees with the attestation provided by DES, the matter shall be referred to the Executive Sponsors for resolution. Based on the foregoing, Prime Vendor waives its right to conduct a review or audit of DES' usage of the Software.

15.2.3 Operational and Security Audits by DES. Upon prior written notice to Prime Vendor no more than annually each calendar year, Prime Vendor shall make available to DES and its auditors and inspectors (including internal and external personnel) for the purpose of performing such audits or inspections access at all reasonable times to: (a) the data and records relating to the Services and Prime Vendor's other obligations under the Agreement; and (b) Prime Vendor's internal controls and systems as may be reasonably necessary to examine Prime Vendor's performance of the Services and compliance with its duties, responsibilities and obligations under the Agreement including the safeguarding of State Data and compliance with the Security Policies and Procedures and the terms set forth in **Section 1.3.7**. Prime Vendor shall provide to such auditors such assistance and support as they may reasonably request. If any audit reveals deficiencies, Prime Vendor shall review the findings with DES. If DES and Prime Vendor mutually agree that there are deficiencies to be corrected, Prime Vendor shall prepare and deliver to DES a detailed plan that is reasonably acceptable to DES for correcting all such deficiencies. If DES and Prime Vendor do not agree that there are deficiencies to be corrected, the parties shall select an independent, nationally-recognized, reputable auditing firm ("***Independent Auditor***") to review the results of the DES-prepared audit and determine whether the deficiencies in dispute exist. The cost of the Independent Auditor shall be shared equally by the parties. If requested by such Independent Auditor, Prime Vendor shall permit such firm to conduct interviews of applicable Prime Vendor personnel and engage in such other due diligence activities to verify whether such deficiencies exist. The Independent Auditor shall be tasked by the parties to issue a written opinion on its findings and such written opinion shall be binding on the parties with respect to the deficiencies cited therein. If the written opinion of the Inde-

pendent Auditor cites deficiencies in Prime Vendor's operations, Prime Vendor shall prepare and deliver to DES a detailed plan that is reasonably acceptable to DES for correcting all such deficiencies. Prime Vendor shall implement all such corrections within the time frame(s) set forth in the plan. Prime Vendor shall bear all costs and expenses associated with correcting all deficiencies. Any audits shall be conducted so as to be non-disruptive to Prime Vendor's operational systems. User-level access may be granted to DES applications to support such audits, and if necessary, will be coordinated between the parties.

15.2.4 Washington State Audits. Any audits permitted by Law or permitted under **Section 15.2** may be conducted by the State or a Third Party on its behalf. Prime Vendor shall provide to the State such assistance and support as reasonably requested. If any audit reveals deficiencies, Prime Vendor shall review the findings with the State and DES and Prime Vendor shall prepare and deliver to the State and DES a detailed plan that is reasonably acceptable to correct all such deficiencies.

15.2.5 Maintenance of Records. Prime Vendor and its subcontractors shall maintain books, records, documents and other evidence relating to the Agreement, including Minority and Women's Business Enterprise participation, as applicable, protection and use of State Data and DES' Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of the Agreement. Prime Vendor shall retain all such records for six (6) years after the expiration or termination of the Agreement. Records involving matters in litigation related to the Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of the Agreement, whichever is later. Prime Vendor shall incorporate in its subcontracts with subcontractors the terms and conditions of this Section. Books, records, documents, and other evidence of accounting procedures and practices related to Prime Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from DES' or its auditors' review unless the cost or any other material issue under the Agreement is calculated or derived from these factors.

15.3 Insurance.

15.3.1 Required Coverages. At Prime Vendor's sole cost and expense, Prime Vendor shall procure and maintain in effect from and after the Effective Date and for the duration of the Agreement the insurance coverages described in the attached **Schedule 15.3.1**. **Schedule 15.3.1** requires Prime Vendor to increase ID Theft and Cyber Extortion (Cyber Business Interruption and Breach Costs) coverage amounts from $15,000,000 to $25,000,000 on or before July 1, 2014, and to further increase such coverage amounts to $50,000,000 if and when the number of employee records maintained in the TLA Solution equals or is greater than 25,000. Insurance may be maintained with one or more carriers, each of which must: (a) be authorized to do business in the State or be eligible surplus lines insurers acceptable to DES and having agents in Washington upon which service of process may be made; and (b) have a financial strength rating of A- or better and a financial size category of A-XIII or better, each as reported in the most recent edition of Best's Insurance Reports (or any successor or replacement rating agency). Any insurance or self-insurance available to DES shall be in excess of, and

non-contributing with, any insurance that Prime Vendor is required to procure and maintain. Prime Vendor hereby waives its right of subrogation with respect to DES and its Agencies and each policy must include a waiver of subrogation in favor of DES and its Agencies. Prime Vendor's insurance policies shall apply on a primary basis. To the extent that claims are paid under any insurance coverage resulting in a reduction of the remaining coverage amounts, Prime Vendor shall procure additional insurance as needed to continually meet and maintain the coverage amounts set forth on **Schedule 15.3.1**.

15.3.2 Additional Insureds and Evidence of Coverage. By endorsement to all liability policies except for the Professional Liability/Errors & Omissions and Internet Policies insurance and Industrial Insurance, DES, the Agencies and the State shall be named as additional insureds for all liability arising from the Agreement. On or before the Effective Date, thereafter upon each insurance policy renewal, and otherwise promptly following DES' request from time to time, Prime Vendor shall provide DES with certificates of insurance, together with copies of all applicable endorsements (by endorsement cross-liability of all insureds), evidencing Prime Vendor's compliance with the requirements set forth in this **Section 15.3**. If at any time during the period when insurance is required by the Agreement, an insurer fails to comply with the requirements of the Agreement, as soon as Prime Vendor has knowledge of any such failure, Prime Vendor shall immediately notify DES and immediately replace such insurance with insurance meeting the Agreement requirements set forth herein. Within ten (10) business days following Prime Vendor's receipt of DES' written request, Prime Vendor shall provide (or cause to be provided) to DES a certified copy of any insurance policies that are required under this **Section 15.3**.

15.3.3 Claims-Made Coverage. If and to the extent any insurance coverage required under the Agreement is purchased on a "claims-made" basis, such insurance must: (a) cover the acts or omissions of Prime Vendor and any subcontractors, as applicable, up through and including the date that the Agreement and all Contract Supplements and Project Agreements have terminated and any Transition Periods have expired; and (b) be continuously maintained by Prime Vendor, with full prior acts coverage, for at least six (6) years beyond the date that the Agreement and all Contract Supplements and Project Agreements have terminated and any Transition Periods have expired.

15.3.4 Notice of Cancellation. Prime Vendor shall procure (or cause to be procured) endorsement(s) to its insurance policies that identify DES as a scheduled party to receive written notice thirty (30) days in advance of the cancellation of any insurance required hereunder.

15.3.5 Subcontractor Insurance. If Prime Vendor elects to have an approved subcontractor provide any Services to DES, prior to providing any such Services, Prime Vendor must furnish to DES a certified copy of the applicable insurance policy or policies reflecting coverages of the type and amount agreed upon by Prime Vendor and DES pursuant to **Section 15.4**. Additionally, if an approved subcontractor provides hosting services, either: (a) such subcontractor must have commercial general liability insurance, professional liability/errors & omissions and internet policies insurance, ID theft and cyber extortion insurance and umbrella or excess liability insurance, all in the amounts set forth herein; or (b) Prime Vendor's insurance policies must specifically cov-

er all of such subcontractor's hosting services, and Prime Vendor must provide documentation from the applicable underwriter(s), acceptable to DES in its sole discretion, confirming such coverage.

15.3.6 Failure to Obtain Coverage. To the extent that Prime Vendor does not obtain, and provide evidence of, the amounts and types of insurance as set forth in this **Section 15.3** and **Schedule 15.3.1**, DES may purchase such insurance for and on its own behalf to cover its liability and set-off all such costs and expenses associated with purchasing such insurance against fees due to Prime Vendor.

15.4 Approval of Service Subcontractors. Prime Vendor shall obtain DES' prior written consent, which DES may withhold in its sole discretion, before entering into an agreement with any subcontractor who may be retained by Prime Vendor to provide implementation Services, training or education Services or any other Services on-site at DES. DES may condition the approval of any subcontractor on the receipt of the proposed subcontract between Prime Vendor and the subcontractor, to ensure that the subcontracted Services or other items are adequately covered. If DES determines, in its sole discretion, that any previously-approved Prime Vendor subcontractor is not satisfactorily performing its obligations, DES reserves the right to require Prime Vendor to replace such subcontractor with another subcontractor or for Prime Vendor to directly perform such obligations. Prime Vendor shall ensure that all such subcontractor agreements include provisions naming DES as a direct and intended third party beneficiary or otherwise granting DES the right to directly enforce Prime Vendor's rights against such subcontractor and provisions substantially the same as those set forth in **Section 3.2** (where applicable) and **Article 12** of the Agreement. DES shall not be bound by the terms of such agreements entered into by Prime Vendor, and such agreements shall not contain any obligations with respect to DES, including a guarantee of payments to such subcontractor. Any approval of Prime Vendor's right to use a subcontractor may, in DES' discretion, be conditioned upon one or more of the following: (a) the agreement between Prime Vendor and subcontractor not imposing or seeking to impose any liabilities or obligations on DES, including the pass throughs of any termination fees, damages or costs in the event Prime Vendor is required to replace the subcontractor; (b) with respect to subcontractors providing data center facilities or other services of the type requiring which are the subject of the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements (SSAE) No. 16, either: (i) Prime Vendor includes the subcontractor as a subservice organization under its SOC 2 reports (for a reporting period commencing on January 1, 2015); or (ii) the subcontractor provides SOC 2 reports directly to DES (for a reporting period commencing on January 1, 2015) and the subcontractor commits, through the Prime Vendor agreement or an agreement with DES directly, to the terms and conditions set forth in **Section 2.8** of **Exhibit 2**; and (iii) in either case of **subsection (i)** or **(ii)**, DES has a right to conduct a review and audit of the subcontractor of the type described in **Section 2.8.1.2(B)** of **Exhibit 2**, provided that if Prime Vendor is prevented from permitting DES to conduct a review and audit from such subcontractor, Prime Vendor shall conduct such review and audit on DES' behalf using an audit firm selected by DES, and the results of such audit shall be provided to DES; (c) all employees of the subcontractor providing Services to DES being subject to the terms and restrictions of **Article 5**; (d) Prime Vendor being responsible for managing all subcontractor relationships; (e) Prime Vendor being liable for the acts and omissions of any subcontractor under the Agreement or any Project Agreement or Contract Supplement; (f) DES and Prime Vendor agreeing to the level and types of insurance to be obtained by subcontractor; (h) Prime Vendor and subcontractor incorporating the terms required by **Section 15.2.5** into their agreement; and (g) subcontractor executing and

delivering to DES the Subcontractor Confidentiality and Non-Disclosure Agreement, the form of which is set forth in **Exhibit 3**. At the request of DES, Prime Vendor shall use its commercially reasonable efforts to secure the right of Prime Vendor to assign the subcontract to DES. If there is an assignment of the subcontractor agreement to DES (as agreed to in writing by DES), Prime Vendor shall be released from any future obligations and liability relating to the subcontractor's performance under the subcontract, but shall not be released from any obligations or liabilities accrued prior to the effective date of assignment. Prime Vendor further agrees that it shall indemnify, defend and hold harmless the Indemnified Parties for the actions of its subcontractors, excluding any actions from and after the effective date of any assignment in accordance with the preceding sentence.

15.5 Force Majeure. Except as provided below, each party may be excused from performing any of its obligations hereunder, in whole or in part, to the extent that the inability to perform is caused by an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, DES-related labor activities or other similar circumstance beyond its reasonable control (each, a "***Force Majeure Event***"). Prime Vendor's labor and union-related activities, the non-performance of Prime Vendor or any Prime Vendor subcontractor, and the inability or failure of Prime Vendor to obtain permits, visas or other governmental authorizations for its personnel, regardless of cause, shall not constitute a Force Majeure Event. A failure of the Internet or telecommunications lines shall not be a Force Majeure Event if there is an alternative form of communication and/or diverse routing communications linkages available to Prime Vendor. If a Force Majeure Event prevents, hinders or delays performance of either party's obligations hereunder for more than ten (10) days at any time during the term, the party not prevented from performing shall have the right to terminate the affected portion of the Agreement and/or applicable Project Agreements and Contract Supplements as of the date specified by such party in a written notice of termination to the other party; provided that during the pendency of such ten (10) day period the party whose performance is not prevented, hindered or delayed shall have the right to take all commercially reasonable actions that may be necessary to mitigate the impact of the other party's non-performance, and the party claiming a Force Majeure Event shall take all commercially reasonable actions that may be necessary to mitigate the impact of its non-performance.

15.6 Notice of Financial Impacts. Prime Vendor shall provide written notice to DES within five (5) business days following the occurrence of any event that will or may be likely to have a material adverse impact upon Prime Vendor's ability to perform its obligations hereunder, including Prime Vendor's breach of any significant contract, default of any credit agreement, denial of significant funding requests and/or the filing of a significant lawsuit against Prime Vendor, and promptly (but in no event longer than ten (10) business days) thereafter shall meet with DES to discuss Prime Vendor's ability to continue to perform its obligations under the Agreement in light of such event.

15.7 Bankruptcy. The rights to the Solution licensed or provided by Prime Vendor to DES under the Agreement constitutes "intellectual property" as defined in Section 101(35A) of the Bankruptcy Code, as amended, and the Agreement shall be governed by Section 365(n) of the Bankruptcy Code, as applicable, in the event Prime Vendor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Prime Vendor or the trustee in bankruptcy rejects the Agreement. In the event Prime Vendor voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Prime Vendor or the trustee in bankruptcy rejects the Agreement under Section 365 of the Bankruptcy Code, DES shall have

the right to: (a) treat the Agreement as terminated; or (b) retain DES' rights under the Agreement, specifically including the right to exercise its rights granted herein to the Software (and to all work-in-progress relating thereto). Failure by DES to assert its right to retain its benefits to the intellectual property embodied in the Software pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Prime Vendor or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by DES under Section 365(n)(1)(A) of the Bankruptcy Code. Any attempted assignment of the Agreement by Prime Vendor or the trustee in bankruptcy to a Third Party shall be subject to such Third Party providing "adequate assurance of future performance" (as referenced in Section 365(f) of the Bankruptcy Code) to DES. Among other requirements as may be reasonably imposed, "adequate assurance" shall include a Third Party's express written agreement to assume all of Prime Vendor's obligations under the Agreement.

15.8 Agency. No party shall make any representations or warranties or incur any liability on behalf of the other. No party is the agent, representative or partner of the other party. The parties agree that Prime Vendor is an independent contractor, that neither Prime Vendor nor its employees, subcontractors and/or agents are employees of DES and that neither DES nor the Agencies shall, on their behalf: withhold income or other taxes; provide Industrial Insurance; participate in group insurance plans which may be available to employees of DES; participate or contribute or any public employees retirement system; accumulate vacation leave or sick leave; or provide unemployment compensation coverage. Neither Prime Vendor nor its employees, subcontractors and/or agents are employees of DES or the Agencies, and accordingly, none of them are entitled to any of the compensation, benefits, rights, or privileges of employees of DES or the Agencies.

15.9 Severability. If any provision of the Agreement and/or any Project Agreement or Contract Supplement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement and/or such Project Agreement or Contract Supplement.

15.10 Waiver; Waiver of Non-Competition. No delay or omission by a party to exercise any right occurring upon any non-compliance or default by the other party with respect to any of the terms of the Agreement and/or any Project Agreement or Contract Supplement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained. Additionally, Prime Vendor irrevocably waives any rights which it may have, by contract or otherwise, to require another person or entity to refrain from submitting a bid or proposal to, or providing products or services to, DES or the State, and Prime Vendor further agrees that it will not in the future, directly or indirectly, induce or solicit any person or entity to refrain from submitting a bid or proposal to, or providing products or services to, DES or the State.

15.11 Governing Law; Exclusive Jurisdiction. The Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of the Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the Laws of the state of Washington (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to the Agreement shall be brought only in the State courts located in Thurston Coun-

ty, Washington. **THE PARTIES EACH CONSENT TO THE SOLE AND EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THURSTON COUNTY, WASHINGTON.**

15.12 Binding Nature and No Assignment. Subject to the exception below relating to a Change of Control of Prime Vendor, the Agreement or any of its provisions shall not be assigned, delegated or transferred, including a Change of Control which shall be deemed to be a transfer, in whole or in part, by either party without the prior written consent of the other party, provided that in no circumstance shall DES be permitted to transfer or assign the Agreement to a competitor of Prime Vendor. With respect to a Change of Control of Prime Vendor, Prime Vendor shall have the option, but not the requirement to obtain the prior written approval of DES, and if prior written approval is not provided, the terms of **Section 11.1(A)(III)** shall apply. The Agreement shall be binding on the parties and their successors and permitted assigns.

15.13 Counterparts. The Agreement and any Project Agreements and Contract Supplements may be executed in one (1) or more duplicate originals, all of which together shall be deemed one and the same instrument.

15.14 Public Announcements. Without the prior written consent of DES, which consent may be withheld in DES' sole discretion, Prime Vendor shall not make or publish, directly or indirectly, any statements, articles, public or private announcements (including any announcement made via e-mail or any posting on the Internet or any Prime Vendor website), media releases, press conferences, advertising or similar publicity in any form relating to the fact that the parties have entered into the Agreement, the name, image or logo of DES or any Agency (or any variation or combination of such name, image or logo), as well as the name or image of any DES employee or contractor of DES. Without limiting the generality of the foregoing, Prime Vendor shall not, without DES' prior written approval: (a) make any references to Third Parties that DES is a customer of Prime Vendor; (b) include or make any reference to DES or DES' name in any proposals to Third Parties; or (c) provide DES contact information to existing or prospective customers of Prime Vendor. Notwithstanding the above, Prime Vendor can identify DES (and no other Agencies) as a customer of Prime Vendor and shall have a limited license to display the DES name and logo, subject to DES' then-current DES Policies regarding the use of DES' logo, in connection with customer lists and customer presentations. Any generally published marketing materials using DES' name and logo shall require DES' prior written consent.

15.15 DES Policies. Prime Vendor, its employees, agents and permitted subcontractors shall comply with all DES policies, procedures, orders and directives (whether in final or "draft" form) that DES provides in writing to Prime Vendor, including those set forth on **Schedule 15.15** and all standards referenced therein and the State Travel Policy found in the Washington State Administrative and Accounting Manual (currently set forth in http://www.ofm.wa.gov/policy/10.htm) (collectively, the "***DES Policies***"). Prime Vendor acknowledges and agrees that the DES Policies and the list of DES Policies set forth on **Schedule 15.15** may change from time-to-time and that DES may add, delete and/or change the DES Policies and/or the list of DES Policies set forth on **Schedule 15.15**, in its discretion.

15.16 Compliance with Laws; Compliance with Civil Rights. With respect to its obligations under the Agreement, Prime Vendor shall at all times comply with all applicable Laws, including State data breach notice statutes, RCW 19.255.010 and RCW 42.56.590, federal and applicable state nondiscrimination Laws, including Title VII of the Civil Rights Act, 42 U.S.C.

§12101 *et seq.*, the Americans with Disabilities Act ("***ADA***") and Title 49.60 RCW, Washington Law Against Discrimination, the Gramm-Leach-Bliley Act ("***GLB***"), HIPAA, and all rules, regulations and policies promulgated thereunder, including the commitment to negotiate in good faith any sub-agreements that may be required to be entered into by the parties pursuant to such Laws, and any and all obligations to obtain similar protections in or institute safeguards with respect to any Third Party agreements and/or arrangements. Prime Vendor shall comply with all Laws governing the importation, exportation or transfer of technology across national boundaries, shall obtain all necessary permits and governmental authorizations and approvals necessary to the performance of the Agreement. Prime Vendor's noncompliance, or refusal to comply, with any applicable Law shall constitute an Event of Default pursuant to **Section 10.2(b)** and DES shall have the rights and remedies set forth in **Section 10.4**, additionally Prime Vendor may be declared ineligible for further contracts with DES or the State.

15.17 Waiver of UCITA. The parties agree that the Uniform Computer Information Transactions Act or any substantially similar law is enacted as part of the law of the State or any other state ("***UCITA***"), shall not apply to the Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein, if any.

15.18 Binding, Irrevocable Offer. In consideration of DES agreeing to continue evaluating Prime Vendor as its service provider, Prime Vendor agrees that the signed Agreement by Prime Vendor constitutes a binding, irrevocable offer to DES on the terms and conditions set forth herein which shall remain in full force and effect through and including December 31, 2013, or such later date as may be agreed to in writing by the parties. The Agreement shall only become an effective and binding agreement upon DES' execution and delivery of a copy of the Agreement to Prime Vendor.

15.19 No Construction Against Drafter. The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of the Agreement.

15.20 Attorneys' Fees. If either of Prime Vendor or DES brings an action, suit or proceeding against the other arising out of or relating to the Agreement, or pertaining to a declaration of rights under the Agreement, the trier of fact may, in the exercise of its discretion, award the party it finds to be the prevailing party in such action, suit or proceeding that portion or all of its fees, costs and expenses (including court costs and reasonable fees for attorneys and expert witnesses) that it deems to be appropriate under the facts and circumstances. The term "prevailing party" for purposes of this Section shall include a defendant who has by motion, judgment, verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.

15.21 Security Interest.

(a) Prime Vendor expressly acknowledges DES' intention to finance purchases under the Agreement through the State of Washington Lease Purchase Program (the "***State Program***") as provided by RCW 39.94 and the standard forms of financing documents utilized by the State Program for the use and purchase of personal property, as described at http://www.tre.wa.gov/government/leasePurchaseProgram.shtml.

(b) Notwithstanding anything to the contrary contained in the Agreement and any ordering documents entered into under the Agreement, Prime Vendor consents to DES' grant of a security interest in DES' license rights granted under the Agreement in the Prime Vendor Software and Deliverables to the Washington Finance Officers Association (the "***Corporation***") and the assignment of that security interest by the Corporation to The Bank of New York Mellon, as trustee (the "***Trustee***") in connection with the intended DES financing transaction referenced in **subsection (a)** above.

(c) Except as provided below, Trustee shall not use nor transfer to a third party any license rights in the Prime Vendor Software or Deliverables. If there is a DES Event of Default under the State Program or a non-appropriation of funds by the State Legislature such that DES will be unable to meet its obligations under the State Program financing documents, Prime Vendor consents and agrees that the Trustee thereafter shall have the right to realize upon its security interest in DES' license rights in the Prime Vendor Software and Deliverables and to transfer or assign DES' rights in the Prime Vendor Software and Deliverables as permitted under the State Program financing documents. The rights in and to the security interest in DES' license rights in the Prime Vendor Software and Deliverables shall be limited to the rights originally granted under the Agreement.

15.22 Entire Agreement; Modifications. The Agreement, together with all of its Schedules, Exhibits and Attachments, constitutes the final, complete and exclusive statement of the agreement of the parties relative to the subject matter hereof and supersedes all previous or contemporaneous oral or written proposals, negotiations, representations or understandings concerning such subject matter. The Agreement may be modified only pursuant to a writing executed by Prime Vendor and the DES Director, or her or his designee, in order to be effective against DES. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to the Agreement or any amendments based on course of dealing, waiver, reliance, estoppel or other similar legal theory.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Technology Agreement effective as of the date written above.

Approved
Washington State Department of Enterprise Services

Title: Deputy Director
Date: 10/8, 2013

Approved
WorkForce Software, LLC

Kevin Choksi, Chief Executive Officer

Approved as to Form
State of Washington
Office of the Attorney General

Suzanne Shaw, Assistant Attorney General

Date: 10/8, 2013

SCHEDULE 1.3.7(A)

SECURITY IMPROVEMENTS

1. ***SOC 1 and SOC 2 Reports***: The requirements set forth in this **Section 1** shall be in effective beginning January 1, 2014:

A. Prime Vendor shall require the SOC 1 and SOC 2 auditor to provide attestation statements in accordance with AICPA approved guidance, including the following statement with respect to complementary user-entity controls: "*The controls tested, which together with the complementary user-entity controls referred to in the scope paragraph of this report, if operating effectively, were those necessary to provide reasonable assurance that the applicable trust services criteria were met, operated effectively throughout the period January 1, 20XX, to December 31, 20XX.*"

B. Prime Vendor shall require the SOC 1 and SOC 2 auditor to perform tests in addition to network diagram reviews and inquiry to confirm that firewalls are in place and are configured to restrict unauthorized access to the internal network. Such tests must examine sufficiently appropriate evidence of the operating effectiveness of the controls, and will include, at a minimum, inspection of the firewall configurations, review of ports blocked, firewall rule sets, change management and change control, and the like. The auditor will use and base its tests on the NIST SP 800-41 Guidelines on Firewalls and Firewall Policy.

2. ***Password Policy***: Prime Vendor shall modify its password policy to require a 120 day expiration period.

3. ***Security and Event Monitoring***: Prime Vendor shall implement a policy and will ensure that all Prime Vendor workstations and other devices connected to the internal network will be updated with anti-virus updates prior to connecting to the internal network.

4. ***Patch Management***: Prime Vendor shall update and implement a change to its Patch Management Policy to include monthly application of critical patches for third party software, including Java and Adobe software, used by Prime Vendor personnel in connecting to the Prime Vendor Environment. Prime Vendor will use the following resource in developing its revision to the Patch Management Policy: http://www.sans.org/critical-security-controls/control.php?id=4.

5. ***Application Development Security***: Prime Vendor shall implement automated software testing tools.

SCHEDULE 1.3.7(C)

CURRENT ISO AND ITIL PRACTICES

ITIL Framework

Prime Vendor uses the ITIL Framework for guidance in multiple areas including Service Design and Transition & Operations. In addition, Prime Vendor has documented processes and procedures for areas such as Availability Management, Service Continuity, Information Security, Change Management, Configuration Management, Release and Deployment Management, Incident Management, Request Fulfillment, Access Management, and Problem Management.

Prime Vendor will continue to use ITIL and will look to other similar frameworks for best practices in managing Prime Vendor's hosting environments.

ISO 27001:2005

Prime Vendor has a robust set of security controls in place to manage the EmpCenter hosting environment. These security controls have been in place for several years and Prime Vendor's existing SOC1 and SOC2 reports describe many of these controls.

There is substantial overlap between the controls Prime Vendor has in place and the ISO Security Standards. Some examples of the ISO Security Standards that Prime Vendor adheres to as of the Effective Date include:

- Annual assessment of security risks
- Information Security Policy document
- Management commitment to information security
- Human Resources Security
  - ✓ Screening of candidates for employment (background checks, *etc.*)
  - ✓ Information security awareness and training
- Physical security controls (at both our primary hosting facility and secondary facility)
  - ✓ Visitor access recorded/logged
  - ✓ Controlled/restricted access to sensitive areas
- Access controls
  - ✓ Review of access rights to the hosting environment
  - ✓ VPN for external connections
  - ✓ Network segregation
- Change control procedures including requiring approval from both the customer and the Change Approval Board
- Compliance review to identify applicable legislation

As part of Prime Vendor's continual commitment to improving controls, Prime Vendor will fully adopt the ISO Security Standard by December 31, 2015, including having regular Third Party audits conducted.

SCHEDULE 1.5

DEFINITIONS

Whenever used in the Agreement, including in any Schedules, Exhibits, Attachments, Addenda and other documents attached to the Agreement, the following terms shall have the meaning ascribed to them below. Certain defined terms are set forth in the Software Escrow Agreement and have the meanings ascribed to them therein. Other capitalized terms used in the Agreement are defined in the context in which they are used and shall have the meanings ascribed therein. The terms defined in this Schedule include the plural as well as the singular.

"***Active Employee(s)***" means an employee, leased employee, contractor or subcontractor, or equipment that has employee records with an active status within the TLA Solution, provided that employees terminated within DES' human resources management system generally shall retain an active status within the TLA Solution for a period of thirty (30) days unless a longer period of time is needed by DES to account for the final, post-termination processing of employee data.

"***ADA***" is defined in **Section 15.6**.

"***Additional Programs***" is defined in **Section 3(B)** in **Exhibit A** of the Escrow Agreement.

"***Affiliate(s)***" means any person, firm, corporation (including service corporation and professional corporation), partnership (including general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, association, business trust or other similar entity that, now or in the future, directly or indirectly, controls, is controlled with or by or under common control with Prime Vendor. For purposes of the foregoing, "control" shall mean the direct or indirect control of fifty percent (50%) or more of the voting power to elect directors thereof, or any other entity, the power to direct the management of such entity. Upon request, Prime Vendor shall provide DES with a list of entities qualifying as Affiliates of Prime Vendor.

"***Agency***" means any state office, department, division, bureau, board, commission, or other Washington state agency, and shall not include any college or university.

"***Agreement***" or "***TA***" is referenced in the preamble and means this Technology Agreement, entered into by and between DES and Prime Vendor, effective as of the Effective Date, inclusive of all Schedules and Exhibits.

"***API***" means an application programming interface.

"***Applicable Permitted Escalator***" is defined in **Section 1.0**, **Attachment D** of **Exhibit 2**.

"***Application Response Time***" is described in **Section 5.3** of **Attachment C** of **Exhibit 2**.

"***Approved Equipment Configuration(s)***" is defined in **Section 9.1.2**.

"***At Risk Amount***" is defined in **Section 2.3** of **Attachment C** of **Exhibit 2**.

"***Authorized Users***" means: (a) DES, the Agencies and their respective employees, and any and all staff, volunteers, prospective employees, vendors, business partners and employees of other governmental organizations (*e.g.*, the federal government) with whom DES conducts business; (b) Third Party agents, consultants, system integrators, auditors and other independent contractors performing services for DES and/or an Agency; (c) any persons and/or entities to whom or which DES and/or an Agency provides business and/or enterprise services; (d) any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to data; (e) a facility manager or outsourcing or hosting services provider; and (f) such other persons as the parties may mutually agree.

"***Base Foundation***" is defined in **Section 4.2.2** of the TLA Statement of Work.

"***Beneficiary***" is defined in the preamble to the Escrow Agreement.

"***Beneficiary Verification***" is defined in **Section 1** in **Exhibit H** of the Escrow Agreement.

"***C***" or "***Contributor or Actively Involved and/or Contributing***" is defined in **Section 1.1** of the TLA Statement of Work.

"***Certification Criteria***" is defined in **Section 3.2.2**.

"***Certification Form***" is attached to the Agreement as **Schedule 3.2.3**.

"***Change of Control***" means: (a) any transaction or combination of transactions as a result of which either a person, an entity or a group of persons and/or entities that customarily has acted in concert and that presently is in control of a party ceases to be in control of such party; or (b) the sale, transfer, exchange or other disposition (including disposition in full or partial dissolution) of fifty percent (50%) or more of the beneficial ownership (as defined in Rule 13(d) of the Securities Exchange Act of 1934) of the voting power of a party, or of the assets of such party that constitute a substantial or material business segment of such party; or (c) the divestiture, in whole or in part, of the business unit or division of Prime Vendor that has provided the Solution, Services and/or Equipment hereunder.

"***Change Order***", "***Change Request***" and "***Change Response***" are defined in **Section 5.3.2**.

"***Chronic Performance Standards Failure***" or "***Chronic Performance Standards Failure(s)***" is defined in **Section 2.5** of **Exhibit 2**.

"***Communications Management***" is defined in **Section 1.14** of **Exhibit 2**.

"***Compliant***" is defined in **Section 9.3**.

"***Confidential Information***" shall mean: (a) information concerning the other party's business affairs, property and methods of operation that is marked "confidential" and/or "proprietary"; (b) in the case of DES, regardless of whether such information is marked confidential or proprietary: (i) State Data; (ii) any information and materials relating to Third Party vendors that have provided any part of DES' and/or any Agencies' information or communications infrastructure; (iii) any information of DES and/or any Agency that is maintained or stored by or through the Solution; and/or (iv) to the extent not covered above, names, addresses, Social Security numbers, e-

mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code and agency security data, or other information identifiable to an individual that relates to any of the foregoing types of information; and (c) in the case of Prime Vendor, regardless of whether such information is marked confidential or proprietary, any Solution and associated Documentation.

"***Constituencies***" is defined in **Section 2.1.2** of the Statement of Work.

"***Contract Supplement***" is defined in **Article 2**.

"***Control Objectives***" is defined in **Section 2.8.1.1** of **Exhibit 2**.

"***Controls***" is defined in **Section 2.8.1.1** of **Exhibit 2**.

"***Corporation***" is defined in **Section 15.21(b)**.

"***CPI***" means the annual increase in percentage points (or fraction thereof) of the official Consumer Price Index, All Urban Consumers, U.S. City Average, All Items, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI data shall be determined by reference to the "Percent Dec-Dec" column of the Consumer Price Index History Table for the applicable year, published by the United States Department of Labor, Bureau of Labor Statistics.

"***Critical Milestone***" means those key Deliverables and key events, to be identified in the Project Agreement or Contract Supplement, as significant project-related milestones deliverables and events, and can include, for a particular component of the Solution, by way of example, finalization of design, complete configuration, commencement and/or completion of Pre-Live Testing, Production Use and Project Completion.

"***CSC***" is defined in **Section 1.5** of **Schedule 7.1**.

"***Data Protected by Law***" refers to data regulated and/or protected by Law, and includes all Personal Information and Laws that prohibit or limit disclosure such as the EAR, the ITAR, or HIPAA.

"***Defect***" is defined in **Section 3.1** of **Schedule 7.1**.

"***Deficiencies***" is defined in **Section 2.8.3** of **Exhibit 2**.

"***Delay Credits***" is defined in **Section 5.2.4**.

"***Deliverables***" means Extensions, Interfaces, custom-developed software, documentation, designs, diagrams, configurations, functional specifications, technical specifications, data transformations, data aggregations, schematics, architectural renderings, prototypes, screen layouts and other documents and materials developed or prepared by Prime Vendor, either alone or jointly with DES and/or any Agency.

"***Demonstrations***" means, those features, functionality, workflows, *etc.*, contained in the demonstrations presented to DES. With respect to the TLA Solution Project, the Demonstra-

tions have been recorded and placed on a DVD, a copy of which is incorporated into the TLA Solution Project Agreement.

"***Deposit Materials***" is defined in **Section 2** of the Escrow Agreement.

"***DES***" is referenced in the Recitals and means the Washington State Department of Enterprise Services, and any successors and assigns. DES is the Agency responsible for providing centralized products and services to support the Agencies. As the context requires, DES includes the Agencies served by DES. For example, in **Section 3.3.1**, Prime Vendor's obligation to work with DES and Third Parties to implement and use standard Interfaces, includes the obligation to work with the Agencies served by DES and their Third Parties.

"***DES Business and Technical Requirements***" means the business and technical requirements and Performance Standards that may be attached to a Project Agreement or Contract Supplement. With respect to the TLA Solution, the DES Business and Technical Requirements are set forth in **Section 5.5** of the TLA Solution Project Agreement. For purposes of the software functionality warranty set forth in the Agreement, the DES Business and Technical Requirements originally set forth in a Project Agreement or Contract Supplement shall be replaced by the specifications set forth in the Solution Design Document, and shall become the replacement DES Business and Technical Requirements, but only to the extent the business and technical requirements are specifically addressed in the Solution Design Document.

"***DES Chief Information Officer***" means the DES Chief of Information Technology, or her or his designee.

"***DES Data***" means any and all data within DES' possession, custody, or control, and any and all data that DES has disclosed to Prime Vendor. For the purposes of the Agreement, DES Data does not cease to be DES Data solely because it is transferred or transmitted beyond DES' immediate possession, custody, or control, and with respect to **Exhibit 3**, is defined in **Schedule 2.2** therein.

"DES Director" means the individual appointed by the governor under RCW 43.19.008 as the executive head and appointing authority of DES. The DES Director has the powers and duties enumerated in RCW 43.19, including the authority to enter into contracts on behalf of DES.

"***DES Executive Sponsor***" is defined in **Section 1.3.2**.

"***DES Policies***" is defined in **Section 15.15**.

"***DES Program Manager***" is defined in **Section 5.4.1**.

"***DES Project Manager(s)***" is defined in **Section 5.4.1**.

"***DES Security Policies and Procedures***" means, except as provided below, DES' security policies and procedures, currently located at http://ofm.wa.gov/ocio/policies/documents/141.10.pdf, as may be updated from time-to-time by DES. The exceptions to the DES Security Policies and Procedures are set forth in **Attachment A** to this **Schedule 1.5**.

"***Desired Feature***" is defined in **Section 2** in **Schedule 6.10** of the TLA Solution Project Agreement.

"***Development Fund***" is defined in **Section 1** in **Schedule 6.10** of the TLA Solution Project Agreement.

"***Development Meetings***" is defined in **Section 3.8.4**.

"***Disabling Code***" is defined in **Section 9.1.6**.

"***Disaster***" is defined in **Section 1.5.5** of **Exhibit 2**.

"***Disaster Recovery Restoration***" is described in **Section 5.4** of **Attachment C** of **Exhibit 2**.

"***Disaster Recovery and Business Continuity Plan***" is defined in **Section 5.4.2** of the TLA Statement of Work.

"***Disclosing Party***" is defined in **Section 12.2**.

"***Documentation***" means, collectively, and shall be interpreted in the following order of precedence: (a) first, features or functionality and any special provision relating thereto, if any, as described in a Project Agreement or Contract Supplement; (b) second, the DES Business and Technical Requirements; (c) third, Deliverables other than the DES Business and Technical Requirements; (d) fourth, the Demonstrations; (e) fifth, the applicable RFP Response; (f) sixth, all of the written, printed, electronic or other format materials published or otherwise made available by Prime Vendor to DES; and (g) seventh, any user, operations and similar manuals other that Prime Vendor or other software manufacturer makes generally available to its customers, that relate to the functional, operational and/or performance capabilities of the Solution or software, as applicable.

"***DOT***" and "***Department of Transportation***" mean the State Department of Transportation.

"***Due Date***" means the date by which a Deliverable or Critical Milestone must be completed.

"***E***" is defined in **Section 10.1.3**.

"***EAR***" means the Export Administration Regulations, as may be amended from time-to-time.

"***ECY***" and "***Department of Ecology***" mean the State Department of Ecology.

"***Effective Date***" means the date, if any, on which the Agreement and the Escrow Agreement, as applicable, is counter-signed by DES.

"***Emerging Products***" is defined in **Section 3.8.3**.

"***Encryption Keys***" is defined in **Section 3(L)** in **Exhibit A** of the Escrow Agreement.

"***Enhancement Defects***" are defined in **Section 1.2.2** of **Schedule 7.1**.

"***Enhancements***" means any releases, versions (including releases or versions that operate on a different or new platform or version of the operating system of the Equipment or any database or other equipment), improvements, modifications, upgrades, updates, fixes and additions to the Solution, no matter how designated or classified by Prime Vendor that Prime Vendor makes available pursuant to its obligations under the Agreement or that Prime Vendor or the applicable Third Party vendor generally makes available to its customers as part of support and maintenance services from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Solution.

"***Enterprise-Wide***" is defined in **Section 3.1.1**.

"***Equipment***" means any and all equipment purchased by DES from Prime Vendor pursuant to a Project Agreement or Contract Supplement.

"***Escrow***" is defined in **Section 1** of the Escrow Agreement.

"***Escrow Agreement***" is defined in the preamble and is set forth in **Exhibit 5**.

"***EscrowTech***" mean EscrowTech International, Inc., and any permitted successor thereto.

"***Escrowed Third Party Software***" is defined in **Section 3(D)** in **Exhibit A** of the Escrow Agreement.

"***Ethical Hacking***" is defined in **Section 1.11.1(I)** of **Exhibit 2**

"***Events of Default***" is defined in **Section 10.2**.

"***Executive Sponsor***" is defined in **Section 1.3.2**.

"***Extension***" means a configuration or other programming, other than a change to the Source Code, residing in a Solution to effect a function or feature that is not part of the generally available Solution.

"***File Listing Fee***" is defined in **Section 5(e)** of the Escrow Agreement.

"***Final Resolution***" is defined in **Section 3.1** of **Schedule 7.1**.

"***First Liability Cap***" is defined in **Section 11.1 (A)(I)**.

"***Fit/Gap Document***" is defined in **Section 4.1.3** of the TLA Statement of Work.

"***Fixed Fee***" means the fixed fee as defined in a Project Agreement or Contract Supplement.

"***Force Majeure Event***" is defined in **Section 15.5**.

"***FTEs***" is defined in **Section 8.3.2** of the TLA Statement of Work.

"***Gain Sharing/Improvement Opportunity***" is defined in **Section 4.0** of **Attachment D** of **Exhibit 2**.

"***GLB***" is defined in **Section 15.16**.

"***HIPAA***" is defined in **Section 12.7**.

"***Holidays***" means those days on which DES observes a holiday in a particular calendar year as published from time-to-time by DES.

"***Hosting Renewal Term***" is defined in **Section 2.2** of **Exhibit 2**.

"***Hosting Services***" is defined in **Exhibit 2**.

"***Hosting Services Fees***" is defined in **Section 8.2**.

"***Hosting Stabilization Period***" is defined in **Section 4.1** of **Attachment C** of **Exhibit 2**.

"***Hosting Term***" is defined in **Section 2.2** of **Exhibit 2**.

"***Hosting Transition Plan***" is defined in **Section 2.7** of **Exhibit 2**.

"***Incident***" is defined in **Section 3.1** of **Schedule 7.1**.

"***Incident Report***" and "***Incident Resolution Report***" are defined in **Section 3.3** of **Schedule 7.1**.

"***Incident Response***" is defined in **Section 3.1** of **Schedule 7.1**.

"***Included Maintenance***" is defined in **Section 1(G)** of **Exhibit 2**.

"***Indemnified Parties***" and "***Indemnifying Party***" are defined in **Section 13.1**.

"***Independent Auditor***" is defined in **Section 15.2.3**.

"***Industrial Insurance***" is the system of workers compensation established and administered under Title 51 RCW.

"***Information Security Officer***" is defined in **Section 1.3.7(b)**.

"***Initial Hosting Term***" is defined in **Section 2.2** of **Exhibit 2**.

"***Integrate***" or "***Integration***" means the process of functionally and technically linking together different computing systems and/or software applications so that the linked systems and/or applications Interoperate as a coordinated whole.

"***Intellectual Property Right(s)***" means any and all rights in and to all copyrights, inventions, patents, trademarks, trade secrets and any other proprietary rights in or to tangible or intangible property recognized in any jurisdiction in the world, whether or not registered or registerable.

"***Interface***" or "***Interfaces***" means the programming required to accomplish the coupling of one system, device or program with another system, device or program.

"***Interim Resolution***" is defined in **Section 3.1** of **Schedule 7.1**.

"***Interoperate***" or "***Interoperability***" means that computer programs communicate, execute programs or transfer data seamlessly by and among the other computer programs in which they are intended to communicate, and, unless otherwise agreed by the parties in writing in connection with the TLA Solution Project Agreement or otherwise.

"***Invoicing Deadline***" is defined in **Section 8.5.3**.

"***ISO Security Standards***" is defined in **Section 1.3.7(c)**.

"***Issue***" is defined in **Section 3.1** of **Schedule 7.1** and also means any of the following: (a) any presently identified event, circumstance or problem that adversely affects the ability to meet project requirements, or a Deliverable Due Date or Critical Milestone Due Date, whether by Prime Vendor, DES or a Third Party; or (b) any event, problem, difficulty, circumstance or Defect which affects or may affect the System or the operation of the System by DES, including the failure to meet the Performance Standards.

"***ITAR***" means the International Traffic in Arms Regulations, as may be amended from time-to-time.

"***ITIL***" is defined in **Section 1.9** of **Schedule 7.1**.

"***Joint Resource Plan***" is defined in **Section 5.2.1**.

"***Key Personnel***" is defined in **Section 5.4.2**.

"***Knowledge***" is defined in **Section 3.7**.

"***Law***" or "***Laws***" means all existing and future laws, statutes, regulations, rules, administrative codes, ordinances, executive orders, polices, judicial opinions and/or decrees and other decisions having the effect of law (and any amendments thereto) by any federal, state or local government, authority, department or agency in any location that DES or an Agency conducts business.

"***Level 1 Defect***" and "***Level 1 Incident***" are defined in **Section 3.1** of **Schedule 7.1**.

"***Level 2 Defect***" and "***Level 2 Incident***" are defined in **Section 3.1** of **Schedule 7.1**.

"***Level 3 Defect***" and "***Level 3 Incident***" are defined in **Section 3.1** of **Schedule 7.1**.

"***License Agreement***" is defined in the preamble of and **Exhibit A** to the Escrow Agreement.

"***List of Deficiencies***" is defined in **Section 3** in **Exhibit H** of the Escrow Agreement.

"***Load Instructions***" is defined in **Section 3(C)** in **Exhibit A** of the Escrow Agreement.

"***Marketable Feature***" is defined in **Section 5** in **Schedule 6.10** of the TLA Solution Project Agreement.

"***Minimum Available Support Term***" is defined in **Section 7.1**.

"***Mobile Standards***" means any Laws, guidance, recommendations, guidelines or reports published by the Federal Trade Commission (FTC), Federal Drug Administration (FDA), U.S. and state Attorney General Offices, and other regulatory or governmental bodies setting forth practices, policies and procedures to govern the use of mobile devices, including the following: FTC Staff Report, issued February 1, 2013, and the State of California Attorney General report on Privacy on the Go, Recommendations for the Mobile Ecosystem, issued January 2013.

"***Monthly Performance Report***" is defined in **Section 1.2** of **Attachment C** of **Exhibit 2**.

"***Multi-Party Incident***" is defined in the opening paragraph of **Attachment A** to **Schedule 7.1**.

"***N***" is defined in **Section 10.1.3**.

"***New Affiliate Agreement***" is defined in **Section 1.6**.

"***New Affiliate Agreement Products and Services***" is defined in **Section 1.6**.

"***Non-Production Infrastructure Availability***" is referenced in **Section 5.2** of **Attachment C** of **Exhibit 2**.

"***OCIO***" means the Office of the Chief Information Officer of the State.

"***OFM***" or "***Office of Financial Management***" mean the Office of Financial Management of the State, which is responsible for development of rules and policy related to the TLA Solution. The following OFM units will be involved with the TLA Solution Project: the OCIO, the Office of State Human Resources Director, Labor Relations Division, Statewide Accounting and Budget.

"***OIMS***" is defined in **Section 1.5** of **Schedule 7.1**.

"***Optimization Period***" is defined in **Section 6.4**.

"***Order***" is defined in **Section 9(c)** of the Escrow Agreement.

"***Original Estimated Hours***" is defined in **Section 8.4.3**.

"***Other Information***" is defined in **Section 3(N)** in **Exhibit A** of the Escrow Agreement.

"***OWASP***" means the Open Web Application Security Project standards and pronouncements, as adopted and/or published from time-to-time, including the OWASP Top Ten Project pronouncements.

"***Owner***" means WorkForce Software, LLC, and is referenced as "Owner" in the preamble to the Escrow Agreement.

"***Owner Support Tools***" is defined in **Section 3(E)** in **Exhibit A** of the Escrow Agreement.

"***Page Load Data Point(s)***" is defined in **Section 5.3.1.2.2** of **Attachment C** of **Exhibit 2**.

"***Partnering Principles***" is defined in **Section 1.2**.

"***Payment Milestones***" is defined in **Section 4** of **Exhibit 1**.

"***Performance Analysis Tools***" is defined in **Section 3(J)** in **Exhibit A** of the Escrow Agreement.

"***Performance Credits***" means the financial consequences, if any, associated with failure of a System or Service, as applicable, to conform to the applicable Performance Standards.

"***Performance Standards***" means the standards for performance of a particular System or Service, as applicable, and shall include: (a) the functionality and performance warranties set forth in **Section 9.1**; and (b) as may be specified in the applicable Project Agreement or Contract Supplement.

"***Permitted Use***" is defined in **Section 12** of the Escrow Agreement.

"***Personal Information***" means: (a) State Data from which a natural person can be identified by reference to an identification number, including an individual's Social security number, driver's license number or Washington identification card number, or an account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or (b) such other definition as may be set forth in Personal Information and Data Breach Notification Laws.

"***Personal Information and Data Breach Notification Law(s)***" mean any law that regulates the disclosure, handling and/or security of Personal Information, including Washington Revised Statutes Section 19.255.010 *et seq.* and 42.56.590 *et seq.*, or any similar federal or state statute or regulation that exists as of the Effective Date or may be enacted in the future.

"***Phase Certification***" is defined in **Section 6.7**.

"***Phases***" is referenced in the opening paragraph of **Section 6**.

"***Planned Features and Functionality***" is defined in **Section 3.8.4**.

"***PMP***" is defined in **Section 3.2.2** of the TLA Statement of Work.

"***Power Users***" is defined in **Section 4.3.2** of the TLA Statement of Work.

"***Pre-Live Testing***" is defined in **Section 6.3**.

"***Prime Vendor***" means WorkForce Software, LLC, and any successors and permitted assigns.

"***Prime Vendor Account Executive***" is defined in **Section 1.3.4**.

"***Prime Vendor Contract Manager***" is defined in **Section 1.3.6**.

"***Prime Vendor Enhancement Correction Team***" is defined in **Section 1.2.2** of **Schedule 7.1**.

"***Prime Vendor Environment***" means the Prime Vendor environment identified in **Attachment B** of **Exhibit 2**.

"***Prime Vendor Executive Sponsor***" is defined in **Section 1.3.2**.

"***Prime Vendor Implementation Methodologies***" means the methodologies used by Prime Vendor to implement a product, Solution or Service, as may be further defined and described in a Project Agreement or Contract Supplement, and with respect to the TLA Solution Project, is defined in **Section 6.7** of **Exhibit 1**.

"***Prime Vendor Personnel***" is defined in **Section 1.11.1(D)(1)** of **Exhibit 2**.

"***Prime Vendor Portal***" is described in **Section 1.1** of **Attachment C** of **Exhibit 2**.

"***Prime Vendor Project Director***" and "***Prime Vendor Project Manager(s)***" are defined in **Section 1.3.5**.

"***Prime Vendor Tools and Utilities***" is defined in **Section 3.5**.

"***Procedures Manual***" is defined in **Section 2.9.1** of **Exhibit 2**.

"***Product Migration***" and "***Product Migration Credits***" are defined in **Section 1.2.7** of **Schedule 7.1**.

"***Product Roadmap Presentation***" is defined in **Section 3.8.2**.

"***Production***" and "***Production Use***" is defined in **Section 6.4**.

"***Production Application Availability***" is described in **Section 5.1** of **Attachment C** of **Exhibit 2**.

"***Production Baselining Period***" is defined in **Section 3.3** of **Attachment C** of **Exhibit 2**.

"***Production Use Period***" is defined in **Section 6.4**.

"***Program Manager***" means the individual who maintains responsibility for the leadership, conduct and performance of a program.

"***Project Agreement***" is defined in **Article 2**.

"***Project Charter***" means a document agreed by the parties that formally authorizes the existence a project, and provides the Project Manager with the authority to apply organizational resources to project activities.

"***Project Completion***" is defined in **Section 6.8**.

"***Project Manager(s)***" means the individual(s) who are assigned to lead the team that is responsible for achieving the project objectives.

"***Project Performance (Status) Meetings***" is defined in **Section 5.1.1**.

"***Project Performance (Status) Report***" means the report to be developed by Prime Vendor in accordance with the terms of **Section 5.1.2**.

"***Project Schedule***" is defined in **Section 5.2.1**.

"***PV***" is defined in **Section 1.1** of the TLA Statement of Work.

"***Quality Credits***" and "***Quality Incentives***" are defined in **Schedule 6.1(D)** of the TLA Solution Project Agreement.

"***R***" or "***Responsible***" is defined in **Section 1.1** of the TLA Statement of Work.

"***RCA***" is defined in **Section 2** of **Attachment A** to **Schedule 7.1**.

"***RCW***" means the Revised Code of Washington.

"***Receiving Party***" is defined in **Section 12.2**.

"***Records***" is defined in **Section 2.8.2** of **Exhibit 2**.

"***Refresh***" is defined in **Section 1.7.1(O)** of **Exhibit 2**.

"***Regulatory Modifications***" are modifications to the Solution that enable the Solution to have the capability to comply with applicable Regulatory Requirements. If the Solution can address a Regulatory Requirement through existing capabilities of the Solution without a modification, then there is no obligation for Prime Vendor to make a Regulatory Modification.

"***Regulatory Requirements***" means governmental and quasi-governmental Laws relating to the time, leave and attendance function for the TLA Solution, and any regulatory requirements described or referenced in the DES Business and Technical Requirements.

"***Release***" is defined in **Section 1.2.1** of **Schedule 7.1**.

"***Release Condition***" is defined in opening paragraph in **Attachment B** of the EscrowTech Beneficiary Registration Form & Amendment attached to **Exhibit 5**.

"***Release Notice***" is defined in **Section 9(a)** of the Escrow Agreement.

"***Remedial Plan***" is defined in **Section 2.8.3** of **Exhibit 2**.

"***Requirements Repository***" is defined in **Section 4.1.3** of the TLA Statement of Work.

"***Review Period***" is defined in **Section 3.2.2**.

"***RFP***" is referenced in the Recitals, and includes all updates and supplements to the originally-issued RFP, along with all clarifications and additional information provided by DES.

"***RFP Response***" means Prime Vendor's response to a DES request for proposal, including any supplements and clarifications thereto. Without limiting the foregoing and with respect to the TLA Solution Project, the RFP Response includes the Prime Vendor submissions listed on **Attachment B** to this **Schedule 1.5**.

"***Risk***" means any potential event that could adversely affect the project's success (scope, resources, effort, quality, or schedule) at a future point in time. The impact to the project could take the form of diminished quality of the end product, increased costs, delayed completion or failure.

"***Royalties***" is defined in **Section 7** in **Schedule 6.10** of the TLA Solution Project Agreement.

"***RPO***" is defined in **Section 5.4.1** of the TLA Statement of Work.

"***RTM***" is defined in **Section 1.5** of the TLA Statement of Work.

"***RTO***" is defined in **Section 5.4.1** of the TLA Statement of Work.

"***SDD***" is defined in **Section 1.7** of the TLA Statement of Work and means the solution design document.

"***Second Liability Cap***" is defined in **Section 11.1 (A)(II)**.

"***Security Management***" is described in **Section 5.6** of **Attachment C** of **Exhibit 2**.

"***Security Policies and Procedures***" is defined in **Section 1.3.7(a)**.

"***Security Requirements***" is defined in **Section 3(H)** in **Exhibit A** of the Escrow Agreement.

"***Service Level Objective***" or "***SLO***" is defined in **Section 5.3.1** of **Attachment C** of **Exhibit 2**.

"***Service Rates***" are defined in **Section 8.4.2** and are set forth in **Schedule 8.4.2.**

"***Service Request Response and Resolution Time***" is described in **Section 5.5** of **Attachment C** of **Exhibit 2**.

"***Services***" means any and all services acquired by DES from Prime Vendor, including any and all implementation services, Support and Maintenance Services, development services, data conversion or migration services, integration services, training and education services, consulting services and transition services.

"***SIT***," "***SIT Test #1***" and "***SIT Test #2***" are defined in **Section 6.3.4.2** of the TLA Statement of Work.

"***SME***" means a subject matter expert, and for the TLA Solution Project, is defined in **Section 4.3.3** of the TLA Statement of Work.

"***Software***" as used in the Agreement other than in the Escrow Agreement means all software licensed or provided by Prime Vendor to DES, including: (a) all Prime Vendor-proprietary software (including Interfaces owned by Prime Vendor); (b) all Extensions, Interfaces and other software-based Deliverables provided by Prime Vendor to DES; (c) all Third Party Software, including all Interfaces, Extensions and custom developments provided by DES and owned by the applicable Third Party; (d) all beta, pre-release or pre-generally available release versions of software; and (e) all Enhancements to the software described in the foregoing.

"***Software***" as used in the Escrow Agreement is defined in **Section 2** of **Exhibit H** of the Escrow Agreement.

"***Software Escrow Agreement***" means that certain Single Beneficiary Escrow Agreement, by and among EscrowTech International, Inc., Prime Vendor and DES, dated September 23, 2013, Escrow No. 23635 SB, attached as **Exhibit 5**.

"***Software License Fees***" is defined in **Section 8.1.1**.

"***Solution***" means the Software or other technology solution provided by Prime Vendor to DES, as applicable and as the context so provides.

"***Solution Component Certification***" is defined in **Section 6.7**.

"***Solution Module***" means a component of the Solution.

"***Source Code***" is defined in **Section 3(A)** in **Exhibit A** of the Escrow Agreement.

"***Specifications***" is defined in **Section 3(G)** in **Exhibit A** of the Escrow Agreement.

"***Stabilization Period***" is defined in **Section 6.4**.

"***Standard Transactions***" is defined in **Section 5.6.3** of the Statement of Work.

"***State***" means the state of Washington.

"***State Data***" means any and all information provided by DES or any Agency to Prime Vendor, including any Confidential Information and Data Protected by Law

"***State Pay Practices***" means the rules (including civil service rules), procedures, practices, policies and other terms by which State employees, appointees and others are managed, trained and certified, governed, regulated and/or compensated, including those reflected in the State's contracts; labor agreements; personnel codes; executive orders; Regulatory Requirements; administrative, employment and benefits policies; and any future amendments to the foregoing.

"***State Program***" is defined in **Section 15.21(a)**.

"***State Standards***" is defined in **Attachment A** to **Schedule 1.5**.

"***Statement of Work***" is defined in **Section 5.2.1**.

"***Subcontract Agreement,***" "***Subcontractor NDA Agreement***" and "***Subcontractor***" are defined in **Exhibit 3**.

"***Support and Maintenance Services***" is defined in **Section 7.1** and **Section 3** in **Attachment B** of the EscrowTech Beneficiary Registration Form & Amendment attached to **Exhibit 5**.

"***Support and Maintenance Services Fees***" means the then-current fees DES pays Prime Vendor to receive Support and Maintenance Services.

"***System***" means the combination of Software and Equipment provided by Prime Vendor to DES.

"***System Optimization Assessment***" is defined in **Section 1.8** of **Schedule 7.1**.

"***Targeted Release Date***" in defined in in **Section 4(c)** in **Schedule 6.10** of the TLA Solution Project Agreement.

"***Technical Design and Architecture***" is defined in **Section 2.0** of **Attachment B** of **Exhibit 2**.

"***Technology Agreement***" is defined in the Recitals of **Exhibits 3**, **4** and **5**.

"***Test Materials***" is defined in **Section 6.2**.

"***Test Plan***" is defined in **Section 6.2**.

"***Third Party***" or "***Third Parties***" means persons, corporations and entities other than Prime Vendor or DES.

"***Third Party NDA Agreement***" is defined in **Exhibit 4**.

"***Third Party Performance Analysis Tools***" is defined in **Section 3(K)** in **Exhibit A** of the Escrow Agreement.

"***Third Party Software***" means all Third Party software licensed, sublicensed or otherwise provided by Prime Vendor to DES under the terms of the Agreement.

"***Third Party Solution Provider***" is defined in the opening paragraph of **Attachment A** to **Schedule 7.1**.

"***Third Party Support Tools***" is defined in **Section 3(F)** in **Exhibit A** of the Escrow Agreement.

"***Time Intensive Transactions***" is defined in **Section 5.6.3** of the TLA Statement of Work.

"***TLA Program***" means the collection of projects to prepare the State for, and to implement, the enterprise TLA Solution to DOT and ECY. Projects in the TLA Program include the business

process and policy project, enterprise technology project, customer agency preparation projects and the TLA Solution Project.

"***TLA RFP Response***" is defined in the Recitals, and is incorporated into and made a part of the Agreement.

"***TLA Solution***" means the Software and/or Equipment as specified in the TLA Solution Project Agreement, including that which Prime Vendor is responsible for Integrating and/or implementing in connection with the TLA Solution Project and including any Software or Equipment, or Integration and/or implementation responsibilities that are added by a Change Order.

"***TLA Solution Project***" is defined in the Recitals, is further described in the TLA Solution Project Agreement and includes the design, configuration and deployment of the TLA Solution to the core enterprise, supporting the OFM and OCIO policies, and use by the Department of Transportation and Department of Ecology.

"***TLA Solution Project Agreement***" means the Project Agreement for the TLA Solution Project, attached as **Exhibit 1**.

"***TLA Sponsors***" means the business and executive sponsors for the TLA Program representing a cross section of Agencies.

"***TLA Statement of Work***" is the statement of work attached to the TLA Solution Project Agreement.

"***Traffic Management Methodologies***" is defined in **Section 3(l)** in **Exhibit A** of the Escrow Agreement.

"***Transition Period***" is defined in **Section 10.5**.

"***Trustee***" is defined in **Section 15.21(b)**.

"***UAT***" is defined in **Section 6.3.5.1** of the TLA Statement of Work.

"***UCITA***" is defined in **Section 15.17**.

"***Updated Deposit Materials***" is defined in **Section 4** in **Exhibit A** of the Escrow Agreement.

"**Updated Project Documents**" is defined in **Section 1.7** of the TLA Statement of Work.

"***Updates***" is defined in **Section 4** in **Exhibit A** of the Escrow Agreement.

"**Vacancy**" means a circumstance in which Prime Vendor does not have a specific individual fully performing the responsibility of the applicable Key Personnel position. A Vacancy includes Prime Vendor's failure to provide a replacement within the time frames specified in **Section 5.4.4**. Additionally, if Prime Vendor has a single person performing more than one (1) full-time position, a Vacancy will have occurred.

"***Verification Location***" is defined in **Section 2** in **Exhibit H** of the Escrow Agreement.

"***Verification Request***" is defined in **Section 2** in **Exhibit H** of the Escrow Agreement.

"***Version***" is defined in **Section 1.2.1** of **Schedule 7.1**.

ATTACHMENT A TO SCHEDULE 1.5

EXCEPTIONS TO DES SECURITY POLICIES AND PROCEDURES

Prime Vendor reviewed the State of Washington, OCIO Standard No 141.10 policy on Security Information Technology Assets ("***State Standards***"). Prime Vendor's review was intended to determine Prime Vendor's level of compliance with respect to this standard, in the context of how Prime Vendor's hosted/SaaS EmpCenter solution meets the State Standards. Prime Vendor's review only addressed how the Prime Vendor's hosting environment and related systems used to access the hosting environment's underlying infrastructure comply. Prime Vendor did not evaluate whether or not State systems comply nor whether the EmpCenter solution helps to enforce State Standards on its equipment.

5.7 (4) – Ensure that file transfers are examined for known viruses. Prime Vendor's hosting Service provides for a file transfer area for clients to send/receive data to/from EmpCenter. Prime Vendor only processes text files. Prime Vendor notes that the TLA Solution does not currently have a system to scan for malicious file transfers into Prime Vendor's systems, but such scanning is on Prime Vendor's roadmap. Prime Vendor further notes that Prime Vendor believes the risk to be low for the following reasons:

- Because access is only granted to clients, we rely on our clients to ensure that only authorized data is sent to Prime Vendor's environments.
- Further, due to the constructs of Prime Vendor's systems, these files are never executed or otherwise used in Prime Vendor's environments – their sole purpose is to load data into EmpCenter. Accordingly a bad file could theoretically cause invalid data to be loaded into EmpCenter, but not cause further harm in the systems.
- All files are text files.

5.7 (6) Integrate malicious software detection reporting with the Washington Computer Incident Response Center (WACIRC) incident reporting processes - Not applicable – this applies to State agencies only.

5.8 Mobile Computing - Sections 5.8.1 and 5.8.3 are not applicable.

6.2(4)c Password requirements: Not consist of a single complete dictionary word Only applies if DES chooses to allow EmpCenter to manage a separate set of credentials, as it does not have the ability to restrict passwords that are a single complete dictionary word.

6.3.1.3 Type 3 – External. Data at the DCD terminals is not encrypted at rest and this is not currently a system capability. However, no personally-identifying information is required to be stored on the DCD. The EmpCenter DCD terminals all feature multi-factor authentication (*i.e.* any combination of badge, biometric, and PIN). The Engage DCD terminals support either PIN or badge (but not currently both.) The Engage DCD terminals, however, have the option to take a picture of the individual performing the transaction so that a manager or administrator may confirm the identity of the user at a later time. Multi-factor authentication is not available when accessing the application through a web-browser on non-DCD mobile devices.

ATTACHMENT B TO SCHEDULE 1.5

RFP RESPONSE CLARIFICATIONS

List of Clarifications to the WorkForce Software, Inc. Proposal Submitted to DES on April 16, 2013:

Date Received	Topic	Document Title/Email Subject Line
4/26/13	Key Staff Resumes	WorkForce Software - State of WA TLA RFP Resume supplement.docx **Email subject line:** WorkForce Software - State of WA TLA RFP Resume supplement.docx
5/17/13	Key Staff Resumes	David Poe – Resume.docx; Mujtiba Hussain-Resume.docx **Email subject line:** WorkForce Software resume follow-up
5/28/13	Key Staff Resumes	Ann Hellow-Resume.docx; Mike Emsley-Resume.docx; Mark Kurowski – WorkForce Bio.docx **Email subject line:** RE: WA State DES TLA RFP: Stage 2(a) Evaluation Complete
5/29/13	Key Staff Resumes	Jason Patterson-Resume 1.docx **Email subject line:** RE: WA State DES TLA RFP: Stage 2(a) Evaluation Complete
6/7/13	References	WorkForce Software - Reference - Duke Energy Corporation.docx **Email subject line:** WorkForce Software - Reference - Duke Energy Corporation
6/7/13	References	State of WA - References Request - WorkForce Software Response to Attachment D_v4.docx **Email subject line:** State of WA - References Request - WorkForce Software Response to Attachment D
6/24/13	Usability Lab	13-200-AC-CO_DES_TLA_RFP_Usability_Lab_Test_Files_UPDATED_6.12.13_Logins_001.xlxs
6/27/13	Accessibility Testing	StateOfWAAccessibilityUserReference.docx **Email subject line:** WorkForce Software URL and IDs for Accessibility Testing
7/8/13	Accessibility Testing	WorkForce Software EmpCenter TA VPAT v2 (2).pdf **Email subject line:** WorkForce Software follow-up
7/8/13	IPS Documents and List of Tools	State of WA Project Charter.doc; WFS-WA Project Staffing Org Chart.pdf;

Date Received	Topic	Document Title/Email Subject Line
	and Utilities	DES_TLA_RFP_Project_Agreement_Schedule_6.2_Key_Personnel _table_DT.docx; WFS Professional Services – Clarification DES – 20130708 (2).docx; WorkForce Minimum Interface (2).docx **Email subject line:** WorkForce Software - WA State DES TLA RFP: CLARIFICATION OF PROPOSAL
7/15/13	Data Collection Devices	WFS-BR-Data-Collection-Devices-US.pdf **Email subject line:** RE: WorkForce - WA State DES TLA RFP: Stage 4 Notification - follow-up item
7/23/13	Standard Reports	Sales_Booklet_9.3.0_R01.pdf **Email subject line:** RE: WA State DES TLA RFP: IPS Presentations
7/23/13	Version of Software Demonstrated	**Email subject line:** WorkForce Software Demo Version *Version 9.3 was demonstrated.*
7/23/13	List of Simple Transactions	**Email subject line:** FW: List of simple transactions
7/26/13	IPS Documents	DES request for Technical Narrative – Bad Data Loads – Corrections .docx; EmpCenter Delivered – Disaster Recovery Overview.docx; Hosting Architecture Diagrams – State of WA DES-2.pdf; Sample Universe Content – 9 3.pdf; WFS-State of WA WFS Approach Final1.pptx **Email subject line:** WorkForce - DES - IPS follow-up items #1
7/26/13	Disaster Recovery	EmpCenter Delivered – Disaster Recovery Overview 1.docx **Email subject line:** WorkForce - DES - IPS Follow-up
7/30/13	Standard Reports	Sales_Booklet_9.4.0_R01.pdf; ACT_Sales_Booklet_9.4.0_R01.pdf **Email subject line:** WorkForce - DES - follow-up update
7/31/13	Key Staff Resume and References	John M Willis Jr – Sr PM WFS Resume.docx; Copy of John M Willis References.xlxs **Email subject line:** WorkForce - DES - Project Resource addition
7/31/13	IPS Documents	authentication-flow.docx; Hosting Architecture Diagrams – State of WA DES.pdf; State of WA Project Charter Rev0 91.doc; TLA Solution Project – Quality Assurance Plan (DRAFT v4)_WFS.doc; WorkForce – Audit Log and Release Management and DCD reliability narrative.docx; WorkForce DES Planned Design and Architecture Narrative.docx **Email subject line:** WorkForce Software - DES - Follow-up Items
8/2/13	Client Requirements	V9 4 0_Software-Platform-Hardware-Requirements_client-requirements (3).pdf

Date Received	Topic	Document Title/Email Subject Line
		Email subject line: WorkForce - DES - Follow-up items
8/2/13	List of Simple Transactions	**Email subject line:** WA State DES TLA RFP: Additional Clarification
8/2/13	List of Simple Transactions	SimpleTransactionsClarifications001.docx **Email subject line:** RE: WA State DES TLA RFP: Additional Clarification
8/5/13	Hosting Infrastructure	SaaS EmpCenter – Level 3 Colo Infrstructure.pdf **Email subject line:** WorkForce Follow-up
8/5/13	IPS Documents	Appendix F WFS Monitoring Activities.docx; WFS Technical Action Items.docx; WFS – Invoice Form.pdf; Patch Management Policy.pdf **Email subject line:** WorkForce Software follow-up Items
8/12/13	Status Report Samples	WAS Sample 4-Up 2.pptx; WAS Sample 4-Up.pptx **Email subject line:** RE: Schedule Action Items (as discussed yesterday)
8/21/13	SOC 1 and SOC 2	WA_State_DES_TLA_RFP_WorkForce_SOC_Review_Feedback – MCR-MUHA.docx **Email subject line: FW**: URGENT WA_State_DES_TLA_RFP_WorkForce_SOC_Review_Feedback - Final.docx
8/21/13	Client Requirements - Java	**Email subject line:** Hosting Agreement - Java question follow-up
8/22/13	Data Collection Devices	WFS – Clock Survey and Installation Services Rev1 (2).docx **Email subject line:** RE: WA State DES TLA RFP: Optional Pricing for Devices
8/26/13	Requirements	Requirements Gathering Template.xlsx **Email subject line:** Sample Requirements Spreadsheet
9/1/13	Advanced Scheduling Requirements	WA State Attachment G MA-AS Requirements.xlxs **Email subject line:** RE: Advanced Scheduling Pending Items

SCHEDULE 3.2.3

CERTIFICATION FORM

CERTIFICATION OF DELIVERABLES AND CRITICAL MILESTONES

Deliverable Name: _____: Deliverable Number: _____

Critical Milestone Name: _____: Critical Milestone Number: _____

Check One:

☐ DES certifies that the Certification Criteria for the above referenced Deliverable or Critical Milestone have been fully met.

☐ DES certifies that the Certification Criteria for the above referenced Deliverable or Critical Milestone have been partially met as follows, and the balance of the Certification Criteria shall be met according to the Compliance Plan, a copy of which is attached to this Certification Form.

Certification Criteria Met: _____
_____
_____

Certification Criteria Not Met: _____
(Must Attach an Agreed to Compliance Plan)

To be effective against DES, this form must be signed by the DES Program Manager (or her or his designee as communicated in writing by DES to Prime Vendor). For Critical Milestones or Deliverables that result in a DES payment obligation, the Certification Form must also be signed by the DES Chief Information Officer to be effective against DES.

_____
Print Name: _____, DES Program Manager

_____
Print Name: _____, DES Chief Information Officer
(Required for Critical Milestones and Deliverables that require payment)

SCHEDULE 5.3.2

CHANGE ORDER FORM

Step 1: Change Request Description		
Title:		**Change Order #:**
Submitted By:	**Phone # (Extension):**	**Date:**

Describe the Nature of the Requested Change:

_____

_____

In-Scope vs. Out-of-Scope

Is this change within the Project Scope? Yes ___ No ___

If Yes, explain basis for determination: _____

Step 2: Initiation Approval

Written Response by Prime Vendor – Expected Date: _

DES Signature: _____ **Date:** _____

Step 3: Scope of Work, Impact Analysis and Cost

Part I. Scope – Describe the Work to be Performed by Prime Vendor (Attach Functional Specifications, As Applicable)

Describe the work to be performed by Prime Vendor:

_____

_____

Will Prime Vendor develop and/or provide any Extensions, Interfaces or software-based Deliverables in performing its work? Yes ___ No ___

Part II. Impact Analysis

A. Impact on Critical Milestone Due Dates or Deliverable Due Dates? Yes __ No __

Comments/Explanation:

_____

_____

B. Impact on Other Milestone/Key Dates or Deliverables? Yes __ No __

Comments/Explanation:

_____

_____

C. Impact on DES' Resources? Yes __ No __

Comments/Explanation:

_____

_____

D. Update to Project Agreement or Contract Supplements: If there are new or revised functional specifications applicable to this Change Order, or you answered "yes" to any of the above items, you will need to update and attach to this Change Order one (1) or more of the following documents (check which ones are applicable).

- ☐ **Statement of Work**
- ☐ **Project Schedule**
- ☐ **Joint Resource Plan**
- ☐ **Payment Schedule**
- ☐ **DES Business and Technical Requirements (New and Revised)**
- ☐ **Other (Please Specify)** _____

Part III. Fees and Payment Terms

A. Fixed Fee Quote: $ ____

Specify payments terms: _____

B. Time and Materials – If a Fixed Fee quote is not reasonably possible, check here ____

C. No Charges Applicable to this Change Order – Prime Vendor to Initial Here _____

D. Interfaces/Extensions – Ongoing Support and Maintenance Services Fees:
$_____/year

Part IV. Prime Vendor Signature

Submitted by: Prime Vendor

By: _____ Date: _____
Authorized Signature

Print Name: _____

Part V. Approval of Change Order by DES

Selection of Fee Arrangement: (Check Appropriate Box)

- ☐ Fixed Fee
- ☐ Time and Materials
- ☐ No Charge Change Order (Work is Considered Within Scope)

Agreed To: Washington State Department of Enterprise Services

By: _____ Date: _____
Authorized Signature

Print Name: _____

SCHEDULE 7.1

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SCHEDULE 7.1

SUPPORT AND MAINTENANCE SERVICES

Prime Vendor shall provide Support and Maintenance Services for each System in accordance with its general support offering to its customers and the terms set forth in this Schedule, provided that, in the event of a conflict between Prime Vendor's general support offering and the terms and conditions set forth in this Schedule, the terms and conditions of this Schedule shall control. The Services referenced herein shall be included within the Support and Maintenance Services Fees paid by DES to Prime Vendor, except as otherwise expressly set forth herein. The terms of this **Schedule 7.1** shall only apply during the term of the Agreement while DES is paying for Support and Maintenance Services. Without limiting the foregoing, Prime Vendor shall provide Support and Maintenance Services for the Third Party Software that Prime Vendor licenses to DES in accordance with the terms of this Schedule, including the terms set forth in **Section 1.4** of this **Schedule 7.1**. If there is an Incident involving a Third Party in which it is finally determined that the Third Party was the source of the Incident, except for the facilitation Services described in **Section 1.10** of this Schedule, Prime Vendor reserves the right to charge DES for Services (at the Service Rates) for resolving Third Party-based Incidents.

1. Scope of Services. Prime Vendor shall provide to DES the Support and Maintenance Services described in this Schedule to ensure that the Solution and Equipment functions in accordance with the applicable Performance Standards and to address Incidents as they may arise from time-to-time.

1.1 Defect and Incident Identification and Resolution.

1.1.1 Prime Vendor Customer Service Center. Trained System specialists shall diagnose and resolve Incidents and Defects. Action plans shall be developed with DES until Incidents and Defects have been resolved or until further escalation is warranted. Prime Vendor shall provide "continuous support," which shall mean twenty-four (24) hours per day, seven (7) days per week, for Level 1 Incidents. Prime Vendor shall also provide "operational support" from Monday through Friday, 8:00 a.m. to 6:00 p.m., Pacific Time, to: (a) respond to and address Level 2 Incidents and Level 3 Incidents; and (b) provide telephone support to DES-designated individuals. Telephone support shall include: (c) clarification of functions and features of the Solution and Equipment; (d) clarification of the Documentation; (e) guidance in operation of the Solution and Equipment (*i.e.*, tips, suggestions and workarounds), and the level of such telephone support shall be consistent with the parties' past practices; and (f) additional Services that are outside of the scope of the Support and Maintenance Services described herein, provided DES approves electronically any such Service request (or determines to perform the work itself and closes the Service request), and any such Services shall be provided at the Service Rates.

1.1.2 Upgrade Assistance. At DES' request, and at the Service Rates, Prime Vendor shall provide on-site assistance to DES to implement Enhancements.

1.1.3 Configuration Assistance. At DES' request, and at the Service Rates, Prime Vendor shall provide configuration assistance to DES to implement

changes required to implement Regulatory Modifications and other changes to business rules as may be requested from time-to-time by DES. Nothing contained herein shall diminish Prime Vendor's obligation to make Regulatory Modifications to the Solution to ensure that the Solution has the capability of being configured to meet the Regulatory Requirements.

1.2 Solution Enhancements.

1.2.1 General. Prime Vendor shall provide all Enhancements to DES, and shall develop and provide to DES all Enhancements necessary to: (a) maintain compatibility with all Third Party Software, including Enhancements to such Third Party Software; (b) maintain compatibility with current, generally available versions of Internet Explorer, Chrome, Firefox, Safari, and other browsers to which Prime Vendor then maintains compatibility (as described in the Documentation) or that are specified in the DES Business and Technical Requirements to which Prime Vendor has agreed in a Project Agreement or Contract Supplement; and (c) maintain compatibility with changes to database, operating system and other software used by DES in conjunction with the Solution (as described in the Documentation). To the extent technically feasible and functionally compatible, Prime Vendor shall maintain compatibility between the Solution and the latest releases of software of Third Party vendors, *e.g.*, Prime Vendor shall maintain the Solution's compatibility with then-current release level of applicable database products in DES' environment. Prime Vendor shall ensure that all Enhancements, including Regulatory Modifications, successfully complete the testing process set forth in **Section 1.2.2** of this **Schedule 7.1** prior to delivery to DES and shall deliver such Enhancements to DES on the earlier of: (d) when five percent (5%) of Prime Vendor's customers receive such Enhancements; or (e) when at least five (5) of Prime Vendor's other significant customers receive such Enhancements. Notwithstanding the foregoing, DES shall have the right to remain on any Release of the Solution that is the later of: (f) one (1) Release behind the then-current release; or (g) twenty-four (24) months from the installation of the existing release. For purposes herein, Releases are classified by Prime Vendor as of the Effective Date in accordance with the following taxonomy: "X.Y", where "X" represents a new version (a "***Version***") and "Y" represents a new release (a "***Release***"). Releases currently are issued generally on an annual basis. If Prime Vendor changes the taxonomy of its Enhancements and/or the general time intervals in issuing Releases, then the parties shall apply the new taxonomy on a basis to align to the original taxonomy. For example, if Prime Vendor begins to issue Releases quarterly, then **subsection (c)** above will be deemed to read "8 Releases behind" to align with the annual cycle, *i.e.*, 4 Releases/year x 2 years = 8 Releases. Subject to the right of DES to remain on back Releases as provided above, DES acknowledges that future Enhancements may require that DES purchase additional equipment and/or Third Party software (and to have such items supported and maintained) and/or professional Services in order to continue to be eligible for Support and Maintenance Services and/or maintain the System Performance warranty.

1.2.2 Quality Assurance Testing. Prime Vendor shall create and maintain one (1) or more test environments as appropriate or advisable to adequately test the Solution provided under the TLA Solution Project Agreement (and such other Solutions in the future as may be mutually agreed to by the parties and set forth in a Project Agreement or Contract Supplement) and any Enhancements.

Prime Vendor shall test each Enhancement in the test environment prior to delivery to DES in accordance with Prime Vendor's quality assurance process which, at a minimum, shall test for: (a) vulnerabilities and compliance with security obligations, including running OWASP tests, which test results shall be provided to DES; (b) operation and performance of the Enhancement in accordance with the applicable Performance Standards; (c) browser compatibility in accordance with **Section 1.2.1(b)** of this **Schedule 7.1**; (d) database and operating system compatibility in accordance with **Section 1.2.1(c)** of this **Schedule 7.1**; and (e) any regression problems using DES usage and test cases and test data that were developed during the TLA Project and that do not involve manual intervention or involve connectivity to any system other than the Solution. Prime Vendor shall correct any Defects and other non-conformities discovered during such testing and shall deliver each Enhancement to DES only after such Enhancement has been approved by Prime Vendor's quality assurance lead. Prime Vendor also shall deliver or make available to DES contemporaneously with the delivery of each Enhancement detailed Documentation describing such Enhancement. With respect to any Enhancement labeled in writing by Prime Vendor as an emergency fix intended to correct a Level 1 Defect or Level 2 Defect, Prime Vendor shall exercise all commercially reasonable efforts to test such emergency fix in accordance with the requirements of this Section, and in all events shall conduct sufficient and adequate regression testing.

(i) Special Provisions Relating To Quality Assurance of Enhancements. If, after Prime Vendor delivers the Enhancement to DES, DES experiences Level 1 Defects or Level 2 Defects in an Enhancement ("***Enhancement Defects***") that have not been resolved in a reasonable time by Prime Vendor's standard Support and Maintenance procedures, then, upon DES' reasonable request given the severity of Defect, Prime Vendor shall provide the following personnel and shall comply by the following terms, at no additional cost to DES (including weekends) until the Enhancement Defects are fully debugged and corrected:

(A) Prime Vendor shall provide one (1) on-site appropriate technical representative from Prime Vendor's development/engineering group on a continuous basis to assist DES in debugging and correcting any Enhancement Defects.

(B) Prime Vendor will assign a Senior Project Director to oversee and assist the testing and debugging of any Enhancement Defects. The Senior Project Director and the appropriate additional technical personnel Prime Vendor assigns will be referred to as the "***Prime Vendor Enhancement Correction Team***."

(C) DES and the Prime Vendor Enhancement Correction Team will have daily status update conference calls until the Enhancement Defects are resolved.

(D) If Enhancement Defects exist and cannot be resolved for a period of one (1) week or more, the matter shall be escalated via daily conference calls to Prime Vendor's head of engineering, to facilitate closure of such items.

(E) If required to debug and correct the Enhancement Defects, Prime Vendor will provide additional on-site engineering and technical services.

If Prime Vendor disagrees with providing on-site Services, the matter shall be referred immediately to the Executive Sponsors for resolution.

(ii) ***Costs for Personnel***. If the reported Enhancement Defect (through a RCA or otherwise) is shown not to be a Defect in the Enhancement or Solution, then DES shall reimburse Prime Vendor on a time and materials basis at the Service Rates for the personnel and expenses incurred in providing the personnel set forth in **subparagraph (i)** above.

1.2.3 Process Improvement. If there are repetitive quality assurance problems, then at DES' request, Prime Vendor shall provide to DES a detailed description of Prime Vendor's quality assurance process and/or a plan for improving or remedying any problems identified by DES with respect to Prime Vendor's quality assurance process.

1.2.4 Special Provisions Pertaining to Deliverables Including Interfaces. At the request of DES, Prime Vendor shall retrofit any then-existing Deliverables, including custom-developed Interfaces, to ensure that such then-existing Deliverables will be compatible with any Enhancements provided by Prime Vendor, and continue to function and operate as originally designed. Retrofit work shall be performed pursuant to a time and materials-based Change Order at the Services Rates, and the cost to retrofit shall be shared equally by DES and Prime Vendor.

1.2.5 Obligation to Improve and Enhance the Solution. Subject to DES obtaining Support and Maintenance Services, in addition to correcting Defects and providing Regulatory Modifications for the Solution, Prime Vendor shall make general improvements and enhancements to the Solution from time-to-time to extend the capabilities, functionality and features of the System, provided that the nature, extent and timing of all such improvements and enhancements shall be in Prime Vendor's sole discretion. If Prime Vendor discontinues improving and enhancing the Solution as required in the preceding sentence, then Prime Vendor shall provide to DES and install (to the extent that Prime Vendor is providing Hosting Services), at no additional Software License Fees to DES, the successor or replacement product (whether or not such product is owned by Prime Vendor) that is substantially equivalent to the affected Solution in terms of functionality and performance capabilities and reasonably acceptable to DES, and such replacement product shall be treated as an Enhancement under the terms of the Agreement.

1.2.6 Reductions in Functionality. If Prime Vendor removes, reduces or disables any feature or functionality of a Solution that is then being used by DES and that existed prior to such Enhancement or modification, then at DES' request and at no cost or expense to DES, Prime Vendor shall either: (a) provide substantially equivalent replacement functionality to DES that is reasonably acceptable to DES; or (b) modify, adjust or customize such Solution for DES' use, and continue to provide Support and Maintenance Services for such modified or customized Solution, so that the applicable feature or functionality remains available to DES along with all of the other features and functionality of the enhanced

or modified Solution, provided such replacement or modified or customized Solution shall be treated as an Enhancement under the terms of the Agreement. DES acknowledges that Prime Vendor may introduce an Enhancement that changes how a feature or function is expressed or used in the Solution, and, provided that the feature or function is not removed, reduced or disabled, such Enhancement may require that DES expend additional costs or expenses to implement such Enhancement.

1.2.7 Protection Against Product Obsolescence. If within fifteen (15) years following Project Completion for the affected Solution, Prime Vendor promotes and/or markets a replacement or successor product to the Solution or makes an infrastructure change, such as a change to the database, middleware, storage area networks and the like, the effect of which will require DES to expend additional funds (each, a "***Product Migration***"), then Prime Vendor shall provide DES: (a) at no additional cost a license to the replacement or successor Solution; and (b) credits ("***Product Migration Credits***") equal to the fees paid by DES to Prime Vendor for Services paid under a Project Agreement or Contract Supplement in the following amounts:

Elapsed Time from Project Completion	Product Migration Credit – Based on Percentage of Fees Paid under the Project Agreement or Contract Supplement
Effective Date through Project Completion	100%

Product Migration Credits shall not accrue when the Product Migration is the result of a discontinuation of a product line by or the ceasing of business operations of a Third Party. DES shall have the right to apply the Product Migration Credits as a set off against any amounts due, or to become due to Prime Vendor under the Agreement, or, at DES' option, DES shall have the right to apply such Product Migration Credits toward the purchase of equipment, software and services from Prime Vendor.

1.2.8 Enhancement Documentation. Without limiting the other obligations set forth herein, all Documentation for the Enhancements shall comply with the terms set forth in **Section 3.4** of the Agreement.

1.3 Regulatory Modifications. Prime Vendor shall provide Regulatory Modifications to DES whenever such modifications are mandated or required to meet any Regulatory Requirements and are related generally to the then-existing features or functionality of the Solution. DES shall notify Prime Vendor of any new state or local Regulatory Requirements affecting DES after becoming aware of such Regulatory Requirements. Regulatory Modifications shall be at no additional cost to DES (beyond the Support and Maintenance Services Fees). Prime Vendor shall provide to DES fully-tested Regulatory Modifications in accordance with **Section 1.2.2** of this Schedule and within the time frames set forth below so as to enable DES to adequately test and deploy such Regulatory Modifications.

1.4 Third Party Software and Equipment.

1.4.1 General. Prime Vendor shall serve as the primary point of contact for, and shall provide the Defect Analysis for, any Support and Maintenance Services requests initiated by DES that relate to Third Party Software and, if Equipment supplied by Prime Vendor to DES is then covered under warranty or Equipment Maintenance, the Equipment. If Prime Vendor cannot resolve the Defect through its actions as an intermediary, Prime Vendor shall facilitate direct contact between the Third Party and DES.

1.4.2 Registration. If registration of Prime Vendor customers is available by the Third Party product vendor, Prime Vendor shall register DES with such Third Party product vendor. Upon request by DES, Prime Vendor shall produce evidence of such registration.

1.5 Support and Maintenance Services History Tracking System. Prime Vendor shall maintain a DES-specific Support and Maintenance Services history. Prime Vendor shall provide DES and State auditors with online access to and the ability to extract all such data from Prime Vendor's online issue management system ("***OIMS***"), which shall provide, at a minimum, the following information: (a) the number of DES calls received by Prime Vendor's customer support center ("***CSC***") during the reporting period; (b) the date, time and the subject matter of each call; (c) the severity and urgency of the reported Incident or request; and (d) the resolution of each matter, including date and time resolved. All data history and other data related to DES, an Agency and their Authorized Users residing in Prime Vendor's OIMS or other support tools or trouble ticketing systems shall be and constitute data owned by DES.

1.6 Environments. Prime Vendor shall be obligated to provide Support and Maintenance Services at no additional cost to DES for all of the equipment configurations specified in a Project Agreement or Contract Supplement or Prime Vendor's Documentation.

1.7 Alternative Arrangement for Support and Maintenance Services. To the extent DES elects not to renew the Support and Maintenance Services on an annual or other term basis due to a complete or partial termination of the Agreement, provided that DES is then operating on a supported release of the Solution, Prime Vendor shall make its general support services available to DES on a month-to-month basis at the then-current Support and Maintenance Services Fees, pro-rated on a monthly basis.

1.8 System Optimization Assessment. At DES' request and at no additional cost to DES, Prime Vendor and DES jointly shall conduct an annual audit comprising approximately one (1) week of work effort (involving both on-site and off-site presence as determined by the parties) of DES' use of the System, the purpose of which shall be to identify opportunities for improving and maximizing DES' utilization of the System ("***System Optimization Assessment***"). Upon the completion of such assessment, the Prime Vendor Executive Sponsor and Prime Vendor Account Executive and other appropriate Prime Vendor representatives shall present Prime Vendor's findings to DES at DES' location.

1.9 Information Technology Infrastructure Library. Prime Vendor has and will continue to implement best practices standards in service management. Prime Ven-

dor's current practices are based, in part, on the Information Technology Infrastructure Library ("***ITIL***"). The anticipated benefits from the ITIL approach include: (a) increased user and customer satisfaction with Services provided; (b) improved Service availability which leads directly to improved business performance; (c) financial savings from reduced rework and lost time, and improved personnel management and usage; (d) improved responsiveness to the market; and (d) improved decision making and optimized risk. At the request of DES, Prime Vendor shall meet with DES to evaluate Prime Vendor's implementation of the ITILs so that further improvements can be made by Prime Vendor, including identifying any gaps in the Services as against the best practices. Prime Vendor shall implement programs and initiatives as may be agreed to by the parties.

1.10 Multi-Vendor Sourced Environment. Prime Vendor acknowledges that the Solution is being deployed as one of several components of DES' total technology environment. As such, Vendor shall cooperate with DES and all Third Parties that have services and/or products in DES' technology environment, including as set forth in **Attachment A** to this **Schedule 7.1**, to minimize the disruptions, Incidents and Defects within DES' technology environment and interfaced Third Party systems.

1.11 OWASP Certification. Every six (6) months and additionally within thirty (30) days of the delivery of any Enhancement to DES, Prime Vendor shall certify that the Solution(s) meets applicable OWASP secure coding and testing guidelines.

2. DES Responsibilities.

2.1 Designated Support Contacts. DES shall designate one (1) or more system administrators to serve as the primary DES contacts for Prime Vendor's Support and Maintenance Services. DES agrees to establish working procedures and be responsible for establishing a centralized support help desk, including training of appropriate personnel to provide end-user first-level support. Prime Vendor agrees to provide and be responsible for second- and third-level support of the Solution through the CSC and development organizations.

2.2 Backups and Procedures. For Solutions operated by DES, DES will be responsible for maintaining a testing environment and for performing all necessary backups, recovery and required System operating procedures. Support and Maintenance Services Fees do not include Incident or Defect resolution that are caused by DES not following Prime Vendor's recommended procedures as specified in the Documentation.

2.3 Remote Access. Subject to the further terms below, for Solutions operated by DES, DES shall provide Prime Vendor with both on-site and remote access to the System via the network configuration described in the DES only section of the Prime Vendor website. DES shall be responsible for all telecommunication services and remote programming support connections charges. When accessing DES' System, Prime Vendor shall, and shall cause any approved subcontractor to, comply with DES Policies. DES may disconnect such access and/or disable any userids issued to Prime Vendor for such access during any hours of operation and, thereafter, shall provide notice to Prime Vendor of such disconnection or disablement within a reasonable time frame. If DES disconnects such access or disables Prime Vendor's passwords, Prime Vendor shall remain responsible for maintaining and supporting the System, provided that DES acknowledges that such disconnection or disablement may adversely affect the Defect

resolution time frames set forth in **Section 4** of this **Schedule 7.1** and the ability of Prime Vendor to deliver technical services to address the Issues or problems.

2.4 DES Assistance in Resolving Defects. DES shall provide assistance and cooperate with Prime Vendor in helping to identify and address Defects. If DES delays providing assistance, the total elapsed time of the delays shall be subtracted from the applicable time intervals in which Prime Vendor is obligated to comply with respect to Support Credits set forth in **Attachment B**. With respect to Level 1 Defects, DES acknowledges that such assistance and cooperation may involve the reversion to a prior copy or instance of Solution.

3. Incident Response.

3.1 Defined Terms Relating to Incidents and Defects. The following defined terms have the meanings referenced herein:

"***Defect***" means any non-conformance of the Solution to operate in accordance with the Documentation, or the System to operate in accordance with the Performance Standards.

"***Final Resolution***" means Prime Vendor delivers to DES a correction or modification that permanently corrects the Defect, or non-Defect-based Incidents, a permanent solution that ensures the Incident will not be repeated.

"***Incident***" means any Level 1 Incident, Level 2 Incident or Level 3 Incident.

"***Incident Response***" means a fax, email, update to the OIMS or telephone call from Prime Vendor acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.

"***Interim Resolution***" means Prime Vendor: (a) reinitiates or restarts, as applicable, the System, if the reported Defect caused the System to be inoperative; (b) enables DES to access the System or Solution, as applicable, if the reported Defect caused DES to be unable to access the System or Solution; or (c) provides DES with a workaround reasonably acceptable to DES.

"***Issue***" means an undecided matter, something in dispute, or a concern (*e.g.*, the interpretation of a business rule, a process that is ineffective or not being followed, a communication problem, or a human resource concern).

"***Level 1 Defect***" means any Level 1 Incident that results from or is caused by a Defect.

"***Level 2 Defect***" means any Level 2 Incident that results from or is caused by a Defect.

"***Level 3 Defect***" means any Level 3 Incident that results from or is caused by a Defect.

"***Level 1 Incident***" means any failure of a System or any part thereof to conform to the Documentation or Performance Standards that directly or significantly impacts the ability to use the System, or materially exposes DES or its Authorized Users to liability because of operational, business, financial or information deficiencies.

"***Level 2 Incident***" means any failure of a System or any part thereof to conform to the Documentation or Performance Standards that adversely affects DES' or its Authorized Users' use of the System.

"***Level 3 Incident***" means any failure of a System or any part thereof to conform to the Documentation or Performance Standards that causes minor problems to occur with the System that can be circumvented without difficulty or disruption to DES' or its Authorized Users' operations.

3.2 Incident and Defect Levels. DES shall classify, or reclassify, as applicable, all Incidents and/or Defects as Level 1, Level 2 or Level 3 Incidents and/or Defects, as applicable. Prime Vendor shall honor DES' classification. If subsequently Prime Vendor disagrees on the classification of any Incident or Defect, such dispute shall be escalated for resolution in accordance with the procedures set forth in **Article 14** of the Agreement.

3.3 Reporting and Management of Incidents. Reports of Incidents (an "***Incident Report***") shall be made by DES to the CSC. DES may access the CSC through either the OIMS, or, for Level 1 Incidents, by telephone 24 hours per day, 7 days per week to report such failures. The CSC shall log the reported Incident and provide DES with an Incident tracking number to refer to when making follow-up inquiries. The Incident Report shall contain: (a) the date and time of the call; (b) the name of the product and the version or release number; (c) the name/type of affected Equipment; (d) the DES contact name, e-mail address if available, telephone number and fax number; and (e) a description of the Incident and DES' classification of the Incident. DES shall provide Prime Vendor with as much information as possible to enable Prime Vendor to investigate and attempt to identify and verify the reported Issue. DES shall work with Prime Vendor support personnel during the problem isolation process, as reasonably needed. Prime Vendor shall manage and maintain records with respect to the resolution of all reported Incidents ("***Incident Resolution Report***") and facilitate a status calls in accordance with current practices with DES. Prime Vendor shall maintain the working history of Incident Reports and provide DES with expected resolution dates, and, for Defects, a status of where the Defect correction is in the Prime Vendor correction and quality assurance process.

3.4 Escalation Procedures. Prime Vendor shall escalate Defects for which an Interim Resolution has not been provided through its Support and Maintenance Services organization in accordance with Prime Vendor's standard escalation procedures.

4. Support Standards and Support Credits. **Attachment B** to this **Schedule 7.1** sets forth the Support Standards and Support Credits that are applicable to the Support and Maintenance Services. The Support Credits are in addition to any other rights and remedies that may be available to DES upon Prime Vendor's failure to achieve the Support Standards set forth in **Attachment B**, including those set forth in **Article 10** of the Agreement. If within the calendar month, there is more than one (1) Incident that results in multiple Support Credits

owed to DES, DES shall only be entitled to the larger of the Support Credits. Prime Vendor shall not be responsible for Support Credits where the root cause of the Incident was: (a) outside of the control of Prime Vendor; (b) caused by bad input data or bad data interfaced into the Solution; (c) a configuration or modification by a party other than Prime Bidder; or (c) a failure of DES to follow all relevant instructions and guidelines provided by Prime Vendor.

ATTACHMENT A TO SCHEDULE 7.1

MULTI-VENDOR SOURCING PROCEDURES

This Attachment describes the operational processes that will govern the interactions between Prime Vendor, DES and Third Parties relating to the Interoperability of DES' systems ("***Third Party Solution Provider***"). Upon detecting an Incident, DES will make an initial determination of whether the Incident relates to a Solution or a Third Party system. If DES believes that the Incident relates to the Solution, DES will notify Prime Vendor and Prime Vendor will respond and resolve the Incident as set forth in **Schedule 7.1**, including **Attachment B** to this **Schedule 7.1**. If DES believes that the Incident relates to the Solution and a Third Party system ("***Multi-Party Incident***"), DES will notify Prime Vendor of the applicable Third Party Solution Provider, and Prime Vendor and the Third Party Solution Provider will respond and resolve the Multi-Party Incident as set forth in **Schedule 7.1**, including this **Attachment A** and **Attachment B** to this **Schedule 7.1**.

1. ***Help Desk Interaction Process***.

   (a) If DES opens a ticket with Prime Vendor related to a Multi-Party Incident, Prime Vendor's Help Desk will coordinate and cooperate with applicable Third Party Solution Provider as necessary to resolve the Incident or Defect, including as provided in **Attachment B**. In order to resolve the Multi-Party Incident within the timeframes set forth in **Attachment B**, Prime Vendor's Help Desk shall proactively communicate with the Help Desks of the applicable Third Party Solution Provider, while notifying DES in writing (including through e-mail) of the time and substance all such communications.

   (b) Prime Vendor and the applicable Third Party Solution Provider will transfer and track calls sent to and from their respective Help Desks. All information needed by DES to confirm the proper Help Desk pass offs from one desk to another will be made available to DES at times and formats as mutually agreed upon by the parties.

2. ***Escalation Process***. If a ticket related to a Multi-Party Incident is handed off by Prime Vendor to a Third Party Solution Provider and then returned by a Third Party Solution Provider to Prime Vendor, or a Third Party Solution Provider to Prime Vendor and then returned by Prime Vendor to a Third Party Solution Provider, the ticket will be escalated to DES.

   The following steps will be followed by both Prime Vendor and the Third Party Solution Provider to ensure cooperative and timely resolution of the ticket:

   (a) A triage event will be scheduled to include representatives from Prime Vendor, the Third Party Solution Provider and DES, if any Level 1 or Level 2 Incident is transferred (even once) back to the Help Desk that originally opened the ticket.

   (b) If Prime Vendor and the applicable Third Party Solution Provider are unable to mutually determine the appropriate party responsible to resolve the ticket, DES will have the right to assign it to either Prime Vendor the Third Party Solution Provider.

(c) If a Multi-Party Incident assigned to Prime Vendor for resolution by DES is transferred to a Third Party Solution Provider and eventually determined through root cause analysis ("***RCA***") to be a Prime Vendor responsibility, for purposes of measuring Interim Resolution and Final Resolution times, the entire time the ticket was unresolved shall be used in the calculation (*i.e.*, both the time that the ticket was with Prime Vendor and the Third Party Solution Provider). This will provide an incentive for all providers to resolve the ticket expeditiously.

(d) Without limiting the other terms of this Attachment, DES may choose to have Prime Vendor conduct an RCA for any Multi-Party Incident.

3. ***Dispute Resolution and Alignment Process***. In the process of monitoring and resolving Multi-Party Incidents the following dispute resolution or mutual alignment process will be invoked: The Prime Vendor Account Executive, an DES representative and the project executive for the applicable Third Party Solution Provider will meet as requested by DES to resolve all Issues. If they are unable to reach an agreement, the matter shall be referred to the Executive Sponsors for resolution.

ATTACHMENT B TO SCHEDULE 7.1

SUPPORT STANDARDS AND SUPPORT CREDITS

1. Support Service Levels. Set forth below are the Support and Maintenance Services service levels as well as personnel to be committed if Prime Vendor does not meet such service levels. A failure to meet such service levels or provide such personnel will entitle DES to the Support Credits as described in **Section 3** below and the applicable Tables.

2. Incident Response Times. The Support Standard categories and the related Support Standards set forth below shall apply to the CSC Incident Response obligations.

3. Support Credits. The Support Credits are set forth in the "Support Credits" columns in the Tables below. If Support Credits are incurred during any two (2) months during any twelve (12) month period (or within the initial 12 months after the Effective Date), the amount of each of the Support Credits shall be doubled, and such increase shall be in effect until there is a six (6) month period in which Support Credits are not incurred. By way of example, failure to meet the Incident Response for Level 1 Incidents two times (2X) in a 12 month period will increase the Support Credits to 30% of the monthly Support and Maintenance Services Fees. The increased Support Credits will revert back to the initial amounts (as reflected in the Tables below) when no Support Credits have been incurred during a six (6) month period, *i.e.*, the Support Credits are "re-set" to the original amount.

Support Standard Category	Support Standard Description	Support Standards	Measurement Technique	Measurement Period	Support Credits
Incident Response for Level 1 Incidents	The time that lapses from when the Prime Vendor detects a potential Level 1 Incident, a DES-designated interface leaves a voice mail message with the CSC, or from when the CSC receives a fax or an email from a DES-designated interface, until a qualified technician from Prime Vendor has been assigned and is working the Level 1 Incident and a representative from Prime Vendor calls the DES-designated representative to identify such individual.	100% of the time a qualified technician from Prime Vendor has been assigned and is working the Level 1 Incident within fifteen (15) minutes.	Call back response time will be determined with reference to DES' and the OIMS for the applicable month.	Each calendar day commencing on the Effective Date; reporting on a monthly basis.	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor equal to a fifteen percent (15%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.
Incident Response for Level 2 Incidents	The time that lapses from when the Prime Vendor detects an Incident that qualifies as a Level 2 Incident, a DES-designated interface leaves a voice mail message with the CSC, or from when the CSC re-	100% of the time a qualified technician from Prime Vendor has been assigned and is working the Level 2 Incident within thirty (30)	Call back response time will be determined with reference to DES' and Prime Vendor's support tracking appli-	Each calendar day commencing on the Effective Date;	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor

Support Standard Category	Support Standard Description	Support Standards	Measurement Technique	Measurement Period	Support Credits
	ceives a fax or an email from a DES-designated interface, until a qualified technician from Prime Vendor has been assigned and is working the Level 2 Incident and a representative from Prime Vendor calls the DES-designated representative to identify such.	minutes.	cations and Support and Maintenance Services logs for the applicable month.	reporting on a monthly basis.	equal to a seven and one-half percent (7.5%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.
Incident Response for Level 3 Incidents	The time that lapses from when the Prime Vendor detects an Incident that qualifies as a Level 3 Incident, a DES-designated interface leaves a voice mail message with the CSC, or from when the CSC receives a fax or an email from a DES-designated interface, until a qualified technician from Prime Vendor has been assigned and is working the Level 3 Incident and a representative from Prime Vendor calls the DES-designated representative to identify such.	100% of the time a qualified technician from Prime Vendor has been assigned and is working the Level 3 Incident within twenty-four (24) hours.	Call back response time will be determined with reference to DES' and Prime Vendor's support tracking applications and Support and Maintenance Services logs for the applicable month.	Each calendar day commencing on the Effective Date; reporting on a monthly basis.	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor equal to a two and one-half percent (2.5%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.

4. Defect Resolution. The Support Standard categories and the related Support Standards set forth below shall apply to Prime Vendor's obligations to identify and resolve Defects reported to the CSC. In addition to the applicable Support Standards, Final Resolution Support Standards may require the commitment of on-site Prime Vendor personnel as further described below.

Support Standard Category	Defect Analysis	Support Standard Description	Support Standard (Interim Resolution)	Support Standard (Final Resolution)	Measurement Technique	Measurement Period	Support Credits
Defect Resolution–Level 1 Defects	One (1) hour	The time that lapses from when a Level 1 Defect is reported to the CSC or detected by the Prime Vendor until the Defect is resolved as an Interim Resolution or Final Resolution, as applicable.	100% of the time, an Interim Resolution (or, at Prime Vendor's option, a Final Resolution), is provided within four (4) hours after being reported or detected.	100% of the time, a Final Resolution is provided within twenty-four (24) hours after being reported or detected. After twenty four (24) hours have passed without Final Resolution, Prime Vendor will send (at its expense) one (1) senior application expert and one (1) senior application programmer on-site at DES on a seven (7) day a week basis until a Final	Defect resolution time frames will be determined with reference to DES' and the OIMS for the applicable month.	Each calendar day commencing on the Effective Date; reporting on a monthly basis.	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor equal to a fifteen percent (15%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.

Support Standard Category	Defect Analysis	Support Standard Description	Support Standard (Interim Resolution)	Support Standard (Final Resolution)	Measurement Technique	Measurement Period	Support Credits
				Resolution is provided.			
Defect Resolution–Level 2 Defects	Two (2) Hours	The time that lapses from when a Level 2 Defect is reported to the CSC or detected by the Prime Vendor until the Defect is resolved as an Interim Resolution or Final Resolution, as applicable.	100% of the time, an Interim Resolution (or, at Prime Vendor's option, a Final Resolution), is provided within eight (8) hours after being reported or detected.	100% of the time, a Final Resolution is provided within sixty (60) days after being reported or detected. After sixty (60) days have passed without Final Resolution, Prime Vendor will send (at its expense) one (1) senior application expert and one (1) senior application programmer on-site at DES on a five (5) day a week basis until a Final Resolution is provided.	Defect resolution time frames will be determined with reference to DES' and the OIMS for the applicable month.	Each calendar day commencing on the Effective Date; reporting on a monthly basis.	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor equal to a seven and one-half percent (7.5%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.
Defect Resolution–Level 3 Defects	Twenty-four (24) Hours	The time that lapses from when a Level 3 Defect is reported to the CSC or detected by the Prime Vendor until the Defect is resolved as an Interim Resolution or Final Resolution, as applicable.	100% of the time, an Interim Resolution (or, at Prime Vendor's option, a Final Resolution), is provided within forty-eight (48) hours after being reported or detected.	100% of the time, a Final Resolution is provided in the next Release.	Defect resolution time frames will be determined with reference to DES' and the OIMS for the applicable month.	Each calendar day commencing on the Effective Date; reporting on a monthly basis.	If this Support Standard is not achieved during any given calendar month, then DES shall receive Support Credits from Prime Vendor equal to a two and one-half percent (2.5%) reduction in the monthly Support and Maintenance Services Fees paid or payable by DES for the applicable month.

SCHEDULE 8.4.2

SERVICE RATES

Prime Bidder Roles/Job Titles	Hourly Rate	Staff Augmentation Rate	
		Monthly	Weekly
Project Director/Program Manager	$ 213	$ 33,995	$ 8,520
Project Manager	$ 196	$ 31,282	$ 7,840
Senior Reports Lead	$ 154	$ 24,578	$ 6,160
Reports Developer	$ 136	$ 21,706	$ 5,440
Testing Lead	$ 154	$ 24,578	$ 6,160
Knowledge Transfer Lead	$ 170	$ 27,132	$ 6,800
Quality Assurance Lead	$ 170	$ 27,132	$ 6,800
Navigator Specialist	$ 154	$ 24,578	$ 6,160
Training Lead	$ 162	$ 25,855	$ 6,480
Senior Functional Lead	$ 188	$ 30,005	$ 7,520
Senior Implementation Consultant (Functional)	$ 196	$ 31,282	$ 7,840
Implementation Consultant	$ 170	$ 27,132	$ 6,800
Senior Technical Lead	$ 196	$ 31,282	$ 7,840
Senior Application Consultant (Technical)	$ 188	$ 30,005	$ 7,520
Application Consultant (Technical)	$ 162	$ 25,855	$ 6,480
Application Tester	$ 154	$ 24,578	$ 6,160
Application Developer (Development Rate)	$ 170	$ 27,092	$ 6,790

Revised rates reflect a 13% discount from Prime Vendor list rates. There shall be no premium rates for overtime work.

The Service Rates do not include living, travel, out-of-pocket and other expenses.

SCHEDULE 8.5.1

FORM OF PRIME VENDOR INVOICE

(SEE ATTACHED)

WFS - Invoice Form.pdf

Invoice

DATE	INVOICE #
8/2/2013	22371

38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152
Phone: 734.542.4100 Fax: 734.542.0635

Customer No:	

P.O. NO.	PROJECT	TERMS

QTY	DESCRIPTION	RATE	AMOUNT
		Total:	**$0.00**

SCHEDULE 15.3.1

INSURANCE COVERAGES

Type of Insurance Coverage	Minimum Policy Limits		Additional Requirements
	Per Occurrence/Claim	Annual Aggregate	
Industrial Insurance	Per state law requirements	Per state law requirements	The policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including occupational disease. The policy shall cover all Prime Vendor's employees, including as may be required of an "employer" as defined in Title 51 RCW, and shall be in full compliance with Title 51 RCW.
Employer's Liability	• Each Accident: $1,000,000 • Disease, Each Employee: $1,000,000 • Disease, Policy Limit: $1,000,000		
Commercial General Liability	$5,000,000	$15,000,000*	The policy must include a waiver of subrogation in favor of DES and the Agencies.
Business Automobile Liability	$1,000,000		The policy must include a waiver of subrogation in favor of DES and the Agencies.
Professional Liability/Errors & Omissions and Internet Policies	$15,000,000	$15,000,000	Must include coverage for Internet professional services, ASP, web portal, security/privacy. The policy must include a waiver of subrogation in favor of DES and the Agencies.
ID Theft and Cyber Extortion (Cyber Business Interruption and Breach Costs)	$15,000,000*	$15,000,000*	Must include 2 years of coverage for crisis management and public relations expense, including credit and identity protection costs. The policy must include a waiver of subrogation in favor of DES and the Agencies.
Umbrella or Excess Liability	$15,000,000	$15,000,000	For Industrial Insurance, Employer's Liability, Commercial General Liability and Business Automobile Liability coverages. The policy must include a waiver of subrogation in favor of DES and the Agencies.

* Prime Vendor shall increase ID Theft and Cyber Extortion (Cyber Business Interruption and Breach Costs) coverage amounts from $15,000,000 to $25,000,000 on or before July 1, 2014, and shall further increase such coverage amounts to $50,000,000 if and when the number of employee records maintained in the TLA Solution equals or is greater than 25,000.

SCHEDULE 15.15

DES POLICIES

The DES Policies as of the Effective Date are listed below and attached hereto. If and when there are changes to the DES Policies, DES will provide Prime Vendor with a printed copy of such changes or changed DES Policies.

ETS01.01_Acceptable_Use_IT_Assets
ETS01.02_Wifi_Terms_of_Use
HR.01.20SafeSecureWorkplace final 10-2-11

HR.01.20SafeSecure Workplace final 10-2-

ETS01.02_Wifi_Terms_of_Use[1].pdf

ETS01.01_Acceptable_Use_IT_Assets[1].

DES Administrative Policy No. HR.01.20

Safe and Secure Workplace Policy

Title:	Safe and Secure Workplace
Applies To:	• Department of Enterprise employees and public agency customers and visitors • This policy does not apply to members of the general public
Authorizing Sources:	• State law - RCW 9.41.300 Weapons prohibited in certain places • State rule - WAC 236-12-470 Prohibiting access to capitol buildings and grounds while armed with dangerous weapons • DES Administrative Policy - Domestic Violence in the Workplace • DES Administrative Procedure –Domestic Violence in the Workplace - Procedure
Information Contact:	Human Resource Office
Effective Date:	October 1, 2011
Last Update:	Not applicable
Sunset Review Date:	October 1, 2013
Approved By:	/s/ Joyce Turner Director

Purpose

This policy establishes the minimum standard and expectation of non-threatening conduct in the workplace.

Policy

The agency provides a minimum standard and expectation of non-threatening conduct in the workplace to its employees, and to its public agency customers and visitors.

Violent behavior toward others in the workplace is prohibited and disciplinary action may be taken for violations of this policy.

A. Firearms or other dangerous weapons are prohibited in the workplace.

Under no circumstances are firearms of any type permitted in the workplace or state-owned vehicles (except those carried by authorized law enforcement officers).

1. This prohibition applies even though an individual may be licensed, in his/her private capacity, to carry a concealed weapon.

2. In addition, the following items or any other object carried for the purpose to injure or to intimidate others are not permitted in the workplace or state owned vehicles: knives, clubs, dangerous chemicals or explosive devices.

B. Employees will report any threat.

Any employee who is subject to workplace violence shall immediately report such action to his/her supervisor, Division Assistant Director, the Director of Human Resources, or the Safety Program Manager.

C. Action will be taken to resolve incidents of violent behavior.

Supervisors or managers will immediately take action to resolve any violent behavior situation. This includes, but is not limited to, calling 911.

D. Employees who violate this policy will be subject to disciplinary action.

Formal disciplinary action may be taken up to and including termination.

Definitions

- ***Violent Behavior*** means any physical, verbal, or visual act (with or without a weapon) that threatens, attempts to intimidate, or has the purpose of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.
- ***Workplace*** means facilities or state owned vehicles under direct control and/or used by the agency to conduct state business.
- ***Workplace Violence*** means any physical assault, threatening behavior or verbal abuse occurring in the work setting. Some examples are beatings, stabbings, suicides, suicide attempts, shootings, rape, and psychological traumas such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as being followed, sworn at, or shouted at.

Related policies and other requirements

- DES Administrative Policy - Domestic Violence in the Workplace (under development)
- DES Administrative Procedure – Domestic Violence in the Workplace – Procedure (under development)

DES Administrative Policy No. ETS.01.02

1500 Jefferson Wireless Terms of Use

Information Contact:	Enterprise Technology Solutions Division
Effective Date:	May 8, 2012
Approved By:	/s/ Joyce Turner Director

Related to: Policy ETS.01.01 Acceptable Use of Information Technology Assets

1500 Jefferson Wireless Terms of Use

Communications services within the 1500 Jefferson Building have been upgraded to accommodate this public, wireless internet connection (the "System"). Accessing the System requires you to comply with the 1500 Jefferson Wireless Terms of Use (the "TOU").

Please Note: The System blocks access to Simple Mail Transfer Protocol (SMTP) port 25. If you use an email client (such as Outlook, Outlook Express, Eudora, etc.) to send email, you must use a secure port. You can use any "Web Based" email service (such as Yahoo! Mail, Gmail, or Hotmail). You can also access corporate email systems via a virtual private network (VPN) or similar connection. SMTP port 25 is blocked to prevent the System from being used to send unsolicited bulk email or SPAM.

Acceptance of Terms and Conditions of Use

By accessing the System, you represent that:

1. You have read, understand and agree to the terms of this TOU.

2. You are at least 18 years of age.

If you do not agree to the terms of this TOU, you may not use the System. The effective date of this TOU is the date that you access the System.

Network Security Monitoring

You are responsible for all activity conducted under your user name. You are expected to take reasonable precautions to prevent unauthorized and/or abusive use by other individuals.

Your use of the System may be subject to monitoring, with cause, for security, legal, or troubleshooting purposes. This may include monitoring for bandwidth usage, security related incidents, or a request from legal/law enforcement authorities. In addition, DES reserves the right to scan the System to assist in identifying and protecting against exploitable security vulnerabilities (e.g., viruses or worms) in efforts to preserve System integrity.

Your failure to observe the guidelines associated with this TOU may result in DES taking actions that may range from a warning, to a suspension or termination of your access to the System. DES reserves the right to take any such action immediately and without notice.

You understand and agree that DES may disclose your communications and activities while using the System in response to lawful requests by governmental authorities.

DES takes no responsibility for any material created or accessible on or through the System, and is not obligated to monitor or exercise any editorial control over such material. DES further reserves the right to cooperate with legal authorities and third parties in investigations of any wrongdoing.

Indemnification

You shall defend, indemnify, and hold DES and its officers, directors, employees, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the System or any breach of this TOU.

No Warranty

The system is provided on an "as is" and "as available" basis, without warranties of any kind. DES does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. DES makes no express warranties and you waive all implied warranties, including, but not limited to, warranties of title, non infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information, or service provided through the system or the internet generally. You expressly acknowledge that there are, and you assume all responsibility related to, the security, privacy and confidentiality risks inherent in wireless communications and technology; and des does not make any assurances or warranties relating to such risks. No advice or information given by des or its representatives shall create a warranty.

Limitation of Liability

DES, its directors, officers, employees, or agents are not liable for any costs or damages arising, either directly or indirectly, from your use of the system or the internet, specifically including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages.

Nature of the System & Internet Access

The System provided to you is intended for reasonable, periodic, non-continuous use by a person using a computing device consistent with the type of use made by a typical individual. The System has limited bandwidth capacity and can suffer from congestion and reduced performance when usage by some individuals exceeds the usage of typical individuals, thereby having a negative impact on the entire network. This TOU is intended to ensure that the activities of a few users do not unfairly impair the activities of all users of the System.

DES does not screen or restrict access to any content placed on, or accessible through, the Internet. DES also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet, you may receive or be exposed to content,

goods, or services which you consider to be improper, inaccurate, misleading, defamatory, obscene, or otherwise offensive. You agree that DES is not liable for any action or inaction with respect to any such content on the Internet accessible through the System.

Prohibited or Actionable Activities

To preserve the ability of all to use the System and the Internet without interference or harassment from other users, and as a condition of using the System, DES prohibits you from engaging in the following activities:

- Using the System in a way that violates applicable state or federal laws, rules, or regulations.
- Transmitting any material (by uploading, posting, emailing, or otherwise) that is unlawful, threatening, abusive, harassing, defamatory, obscene, or invasive of another's privacy; or which encourages or participates in conduct that would constitute a criminal offense.
- Accessing the accounts, files, or other information belonging to other System users or Internet users without their knowledge and explicit consent.
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity; forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the System.
- Uploading files or transmitting any material that contains viruses, worms, Trojan Horses, time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- Interfering with or disrupting the System or servers or networks connected to the System; or disobeying any requirements, procedures, policies or regulations of networks connected to the System.
- Transmitting or facilitating any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", any unsolicited email, or fax broadcast blasting in violation of any applicable laws regulating email services.
- Using the System to store or collect, or attempt to store or collect, non-public personal information about third parties without their prior knowledge and consent.
- Using the System to store or host any material or information.
- Allowing, through action or inaction, others to use the System for illegal or improper activities, or for any other purpose or in any other manner prohibited by this TOU.
- Reproducing, duplicating, copying, selling, renting, lending, transferring, distributing or exploiting any portion of the System.

Washington State Department of
Enterprise Services

DES Administrative Policy No. ETS.01.01

Acceptable Use of Information Technology Assets Policy

Title:	Acceptable Use of Information Technology Assets
Applies To:	This policy applies to anyone who uses or has been granted permission to use the Department of Enterprise Services information technology assets to perform their authorized work.
Authorizing Sources:	• State law – Chapter RCW 42.56 Public records act • Statewide policy – OCIO 141 Securing IT Assets Policy • Statewide standard – OCIO 141.10 Securing Information Technology Assets
Information Contact:	Enterprise Technology Solutions Division
Effective Date:	April 26, 2013
Last Update:	May 8, 2012
Sunset Review Date:	April 25, 2015
Approved By:	/s/ Joyce Turner Director

Purpose

The purpose of this policy is to advise employees of the proper use of Information Technology (IT) assets and to reduce the risks of human error, theft, fraud, or misuse of state resources. The requirements listed in this policy help make sure that users are aware of information security threats and are equipped to protect the agency's IT assets.

Policy

Anyone using the agency's IT assets will make sure their use is consistent with the agency's Ethical Conduct Policy and will make sure:

- Access to IT assets is authorized;
- IT asset integrity, data security, and privacy is maintained; and
- Misuse or loss of IT assets is prevented.

Failure to comply with this policy may result in administrative or legal action, including but not limited to dismissal from employment or contract termination.

A. What are Information Technology (IT) Assets?

An IT asset is any agency-owned item that has an IT related capability or function. Follows are a few examples:

Information assets

- Information on a storage device such as CD, tape, flash drive, cell phone, personal digital assistant, etc. See Appendix A Images of Electronic Storage and Cellular Devices;
- Data associated with a system regardless of source (agency, partner, customer, citizen, etc.);

Hardware assets

- Infrastructure such as networks, connections, pathways, servers, wireless endpoints;
- Cell phones, tablets, BlackBerries
- Mainframes and servers
- Workstations and laptops
- Data computing and telecommunications facilities.

Software assets

- Operating systems, applications software, middleware, microcode;
- Services such as data processing, telecommunications, and information systems;
- Passwords and secure accounts;
- Radio frequencies.

B. What is considered acceptable use of IT assets?

Typically, all business related and some limited personal (de minimus) use of IT assets is considered acceptable unless the use is specifically prohibited in this policy or other policies.

Other agency policies that specifically limit or prohibit the use of any state resource including IT assets include, but are not limited to, the Ethical Conduct Policy and the IT Security Policy (this policy is currently under development).

The agency Contract and Legal Services program is available for assistance with the Ethical Conduct Policy including de minimus use questions. Enterprise Technology Solutions is available for assistance with IT policies.

C. Can IT assets be used for social networking or social media tools such as instant messaging, Twitter, Facebook?

Only when allowed for business use as outlined in the Using Social Medial for Agency Business Policy. Personal use of IT assets for social networking or social medial tools is prohibited.

Social media tools are a security risk to state systems. Some examples of security risks are:

- Bypassing antivirus systems and firewall restrictions;
- Bypassing agency records management requirements. Contact your program's records management coordinator for assistance.

Note:
Employees may find their personal social networking or social media accounts examined by the state if they are used to conduct state business.

Exception:
Personal devices may be used for social networking or social media tools using the 1500 Jefferson Building public Wi-Fi network, if the use during business hours is de minimus. The agency Contracts and Legal Services program is available for assistance with de minimus use questions.

D. Can email systems like Gmail or Hotmail be used from an IT asset?

No. Employees are prohibited from using IT assets for personal or business use of Gmail, Hotmail or any other email system not managed by the state.

Email systems not managed by the state are a security risk to state systems. Some examples of security risks are:

- Bypassing antivirus systems and firewall restrictions;
- Bypassing agency records management requirements. Contact your program's records management coordinator for assistance.

Note:
Employees may find their personal email accounts examined by the state if they are used to conduct state business.

Exception:
Personal devices may be used to access your personal email account using the 1500 Jefferson Building public Wi-Fi network, if the use during business hours is de minimus. The agency Contracts and Legal Services program is available for assistance with de minimus use questions.

E. Can personal computing devices be connected directly to the agency network or work computer?

No. Employees are prohibited from directly connecting their personal computing device to the agency network, work computer or any other IT asset for any reason.

Exception:
Personal devices may be connected to the 1500 Jefferson Building public Wi-Fi network, if the use during business hours is de minimus. The agency Contracts and Legal Services program is available for assistance with de minimus use questions.

F. Does the agency monitor use of IT assets?

Yes. The agency monitors and records personal and business use of IT assets. Monitoring is necessary for operational and security reasons.

Agency management reserves the right to monitor use at any time without additional notification.

Note:
Personal and business records related to IT asset use are subject to public disclosure.

G. Does the agency block access to the internet?

Yes. The agency may block access in order to protect the security of agency IT assets.

H. Do I need to password lock my computer when I'm not using it?

Yes. Unattended agency workstations must be password locked or shut down.

I. Do employees have local administrator rights to their workstations to change their computer settings to suit personal preferences?

No. Only designated IT personnel are authorized to change workstation settings beyond those that control the user interface such as Desktop Properties (e.g. background colors).

J. Can I install software on my work computer?

No. Only designated IT personnel are allowed to install software on agency computers. This includes licensed software and freeware software when authorized by the agency Chief Information Officer (CIO) for state business purposes.

K. Can I install agency-owned software on my personal computer?

No. Agency-owned software is licensed for use on IT assets only.

L. Can I use my home computer, personal cell phone or tablet to do agency work?

Only when:

- You have been approved for telework using your personal computer or tablet. See the Telework and Remote Access Policy; or
- You have been approved to use your personal smart phone for business. See the Cellular Device Policy.

Exception:
From time to time, unexpected situations come up that may require employees who do not have prior approval, to use their personal computers or cellular devices for state business. When this happens, employees are allowed to use their personal computers or cellular devices to deal with the situation at hand.

Note:
In certain cases, you may be required to surrender your personal computer, smart phone or tablet for an extended period of time.

This is because information on your personal computer, smart phone or tablet may be subject to a public records request, litigation hold or an investigation.

In addition, personal smart phones approved for business use will be wiped remotely when the phone is lost or stolen, or when the maximum number of password attempts are made.

See the Public Records Policy, the Telework and Remote Access Policy and the Litigation Hold Policy for additional information and requirements.

M. How can I access my workstation from outside of the agency network?

You must be approved for telework and must only use the remote access methods approved by the agency Enterprise Security program. See the Telework and Remote Access Policy for specific requirements and obligations.

Note:
Any employee violating the Telework and Remote Access Policy will be subject to appropriate restrictions and/or disciplinary actions.

N. When not for state business purposes, may I listen to internet radio, watch videos, or store my music files in my shared folder or "my documents" area?

No. Downloading, streaming, or storing personal electronic information on IT assets is never considered de minimis use and can place the agency in a position of legal liability for copyright violations. See the agency Ethical Conduct Policy for more information on use of state resources.

O. Can I store agency information on my workstation or removable media?

Only when the information is not an original or primary record. This is because electronic information stored on workstations, PC/laptop desktops, and removable media is not backed up. Agency electronic information should be stored only in network folders.

All information officially designated as protected must be stored in designated network folders approved by the CIO. These folders use additional appropriate security measures, such as encryption.

Use of removable media is very risky as removable media is easily lost or stolen. If protected data must be stored on removable media, agency encryption is required. Contact the Agency Records Officer for assistance with keeping, managing and disposing of records.

P. Can non-state personnel use my agency computer?

No. You are the only one authorized to use your computer and your passwords.

Q. Can contractors, vendors or other state employees connect their computers to the agency network?

Connection to the agency network by anyone who is not an agency employee is prohibited unless specifically approved.

They may directly connect to the agency network when their computers have been assessed and approved for security risk by designated agency IT personnel before connecting.

They may connect by remote access when they have been approved under the requirements of the Telework and Remote Access policy.

Exception:
Contractors, vendors, or other state employees may connect to the 1500 Jefferson Building public Wi-Fi network without advance approval.

R. Can I use email to send protected information?

No. Email is not a secure method of communication. Information sent through email can be intercepted and or collected on non-state owned systems which can result in unintended disclosure of protected information.

Because of this, using email to send protected information (e.g. confidential information, information protected by law, etc.) is prohibited, unless using an approved encryption method. Contact the Solutions Center for help.

S. How are exceptions to this policy obtained?

The CIO is delegated authority to grant exceptions to this policy.

Assistant Directors will review and recommend exceptions to the agency CIO for review and approval.

Appendixes

- Images of Electronic Storage and Cellular Devices

History

Amended:

- April 2013 – revised to include additional sections in order to strengthen against security risks and align content and language with the Telework and Remote Access Policy and the Cellular Device Policy.

Supersedes:

- Not applicable

Need a copy of a prior version of this policy? E-mail policy@des.wa.gov

EXHIBIT 1

TLA SOLUTION PROJECT AGREEMENT

TLA Solution Project Agreement Date: September 23, 2013

This TLA Solution Project Agreement, including all Schedules and Attachments referenced herein (collectively, the "***TLA Solution Project Agreement***"), is a Project Agreement to that certain Technology Agreement, by and between DES and Prime Vendor, dated September 23, 2013 (the "***Agreement***" or "***TA***"). Capitalized terms used herein shall have the meanings ascribed to them in the TLA Solution Project Agreement or, if not defined herein, such terms shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this TLA Solution Project Agreement effective as of the date written above.

Approved:
Washington State Department of Enterprise Services

Title: Deputy Director
Date: 10/8, 2013

Approved:
WorkForce Software, LLC

Kevin Choksi, Chief Executive Officer

Approved as to Form
State of Washington
Office of the Attorney General

Suzanne Shaw, Assistant Attorney General

Date: 10/8, 2013

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SCHEDULES

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TERMS AND CONDITIONS

1. TLA Solution Project Description.

The TLA Solution Project is a sub-project of the TLA Program with the objective of designing, installing, configuring, testing and deploying the TLA Solution. The TLA Solution will consist of an enterprise core system that will encapsulate the standard needs of the state of Washington as well as Agency specific design, configuration, testing and deployment for the Department of Ecology (ECY) and the Department of Transportation (DOT).

The TLA Solution will accomplish the following objectives:

- Achieve the business and technical requirements of the state of Washington and provide the flexibility to make timely changes to the TLA Solution;
- Effectively manage business policies, processes, practices and functions within the TLA Solution; and
- Keep current with technology innovations and is improved over time.

Specific business goals for the TLA Solution include the ability to:

- Improve access to complete and accurate data;
- Improve implementation, tracking and enforcement of numerous collective bargaining agreements;
- Enable compliance with all applicable Laws, including the federal Fair Labor Standards Act;
- Automate and streamline manual processes, where possible, reducing risk of errors and eliminating duplication of efforts;
- Adopt standardized processes and procedures; and
- Support DES specific business and technical requirements through efficient and effective system configuration.

2. Summary of Fees and Costs. The following Tables set forth the summary of the fees for the TLA Solution Project:

One-Time Fees	Amount
Software License Fees – EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker – Enterprise-Wide – Unlimited	$1,380,000
Software License Fees – EmpCenter Advanced Scheduler – Enterprise-Wide*	$187,500
Implementation Fees – Fixed Fee	$6,686,962
Total One-Time Fees	**$8,254,462**

*See additional terms relating to EmpCenter Advanced Scheduler in **Section 1.1** of **Schedule 4** for the limitation on the number of Active Employees.

3. TLA Solution Project Schedules. The following Schedules are incorporated into and made a part of the TLA Solution Project Agreement:

Schedule 4	Payment, Critical Milestones and Other Related Terms
Schedule 5.1	TLA Solution
Schedule 5.2	Third Party Software Terms and Conditions
Schedule 5.3	Design and Scalability Limitations
Schedule 5.4-A	DES Business and Technical Requirements
Schedule 5.4-C	DES Business and Technical Requirements – State Pay Practices
Schedule 5.5	Demonstrations and Demonstration Materials
Schedule 6.1	Statement of Work
Schedule 6.2	Key Personnel
Schedule 6.3	TLA Solution Project Schedule
Schedule 6.4	Joint Resource Plan
Schedule 6.5	Project Charter
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Schedule 7	Prime Vendor Tools and Utilities
Schedule 8	Data Collection Devices and Support and Maintenance Services, and Technical, Site Survey and Installation Services Options

4. Payment and Critical Milestones, Delay Credits and Payment Terms Relating to the TLA Solution and Support and Maintenance Services.

4.1 General. Payment milestones ("***Payment Milestones***") for the implementation Services, Critical Milestones and associated Due Dates, Delay Credits, and payment and other terms relating to the TLA Solution and Support and Maintenance Services are set forth in **Schedule 4**.

4.2 Travel and Out-of-Pocket Expenses. DES shall reimburse Prime Vendor for travel, out-of-pocket and related expenses incurred in the TLA Solution Project, subject to the terms and conditions set forth in **Section 8.6** of the TA. The parties will coordinate travel schedules of Prime Vendor's personnel who are traveling to DES to provide Services.

5. TLA Solution.

5.1 TLA Solution. The Software, including all Third Party Software, being licensed from or provided by Prime Vendor for the TLA Solution Project is set forth in **Schedule 5.1**.

5.2 Third Party Software. **Schedule 5.2** sets forth the terms and conditions for the Third Party Software that is licensed to DES by Prime Vendor for the TLA Solution Project. Such terms and conditions are in addition to, and not in lieu of, any of the rights of DES herein, and do not diminish any of Prime Vendor obligations set forth in the TA or this TLA Solution Project Agreement.

5.3 Design and Scalability Limitations. **Schedule 5.3** sets forth the design and scalability limitations of the TLA Solution.

5.4 DES Business and Technical Requirements. The DES Business and Technical Requirements for the TLA Solution shall be comprised of the following items:

(A) The Prime Vendor responses to the requirements set forth in **Schedule 5.4-A** and included therein is a mapping of the DES Business and Technical Requirements against the individual Solution Modules being implemented by Prime Vendor;

(B) The features and functionalities included in the Demonstrations and the responses to the Demonstrations Materials;

(C) The features and functionalities required to meet the State Pay Practices, including those set forth in **Schedule 5.4-C** and any Extensions and Interfaces required to be developed by Prime Vendor under **Sections 1.4** and **4.1.2** of the Statement of Work; and

(D) The enterprise data integration and extraction requirements developed by the parties under the Statement of Work.

5.5 Product Demonstrations. The recorded TLA Solution demonstrations are set forth in the DVD(s) enclosed with this Project Agreement, the dates of which are set forth in **Schedule 5.5**, based on the demonstration scripts attached thereto. Prime Vendor represents and warrants to DES that: (a) the Demonstrations were all based on Version 9.3; (b) all component of the TLA Solution are, as of the TLA Solution Project Agreement Date, made generally available by Prime Vendor to its customers; (c) Version 9.4 of the TLA Solution will be the version of Prime Vendor's TLA Solution provided to DES under this TLA Solution Project Agreement, subject to the further terms requiring Prime Vendor to deliver and implement subsequent Enhancements; and (d) the representations and warranties set forth in **Section 9.1.3** of the TA are hereby affirmed with respect to the Demonstrations.

5.6 Regulatory Requirements. Prime Vendor represents and warrants to DES that, as of the TLA Solution Project Agreement Date, the Solution is compliant with applicable Regulatory Requirements.

5.7 Support for Interfaces, Extensions and Software-Based Deliverables.

(a) Developed During the TLA Solution Project To Meet DES Business and Technical Requirements Existing as of the Effective Date. During the TLA Solution Project, in accordance with the terms of this TLA Solution Project Agreement and the Statement of Work Prime Vendor will develop and implement Interfaces, Extensions and software-based Deliverables in order to meet the DES Business and Technical Requirements existing as of the TLA Solution Project Agreement Effective Date. During the TLA Solution Project and through Project Completion, Prime Vendor shall provide Support and Maintenance Services for such Interfaces, Extensions and Deliverables including the retrofitting of such Interfaces, Extensions and Deliverables to, and the maintaining compatibility with Enhancements, all for the Fixed Fee.

(b) Developed During the TLA Solution Project To Meet New DES Business and Technical Requirements. If there are new DES Business and Technical Requirements or changes to the existing DES Business and Technical Requirements made during the TLA Solution Project that require an Interface,

Extension and/or software-based Deliverable to be developed, the parties will use the Change Order process to identify the scope change, the fees, if any, to develop the Interface, Extension and/or software-based Deliverable.. For Change Orders approved by DES, Prime Vendor shall provide Support and Maintenance Services for such Interfaces, Extensions and Deliverables during the TLA Solution Project and through Project Completion, including the retrofitting of such Interfaces, Extensions and Deliverables to, and the maintaining compatibility with Enhancements, all for the Fixed Fee as adjusted by the Change Order.

5.8 In-House Hosting of the Solution with Multiple Productions Instances. DES acknowledges that if DES operates multiple Production instances of the Solution in a DES-hosted (non-Prime Vendor hosted) environment, Prime Vendor may charge additional reasonable Support and Maintenance Services Fees to account for providing Support and Maintenance Services to DES for multiple Production instances.

5.9 Accessibility. Prime Vendor shall work towards making the TLA Solution compliant with Section 508 and the OCIO's Guidelines on Accessibility, currently located at http://ofm.wa.gov/ocio/policies/documents/1000g.pdf, as may be updated from time-to-time in future releases of the TLA Solution. Prime Vendor has undertaken work to achieve partial Level AA conformance with WCAG 2.0.

6. Implementation Services.

6.1 Statement of Work. The Statement of Work for the TLA Solution Project is set forth in **Schedule 6.1**. The Statement of Work sets forth the various assumptions, roles and responsibilities of each of the parties.

(a) Completeness of Services and Products. Prime Vendor represents and warrants to DES that, as of the Effective Date: (a) Prime Vendor identified in the Statement of Work all software, services and other items required to: (i) implement the TLA Solution; and (ii) achieve the DES Business and Technical Requirements and other requirements as set forth in this TLA Solution Project Agreement, and the Performance Standards; (b) all such software, services and other items are included in this TLA Solution Project Agreement; (c) there are no other products that are required to meet the DES Business and Technical Requirements or Performance Standards; and (d) the Services to be provided by Prime Vendor on a fixed-fee basis under the Statement of Work are the complete services required to meet DES' requirements as set forth herein, and there are no other services (*i.e.*, optional or needed additional services) that are omitted from the but necessary to meet such requirements. Without limiting the applicability or generality of the foregoing, Prime Vendor represents to DES that, with respect to this Project Agreement, it will have performed sufficient due diligence activities to properly determine, subject to the Assumptions set forth in the Statement of Work, the software, products and scope of services required to successfully meet the DES Business and Technical Requirements and Performance Standards. Prime Vendor acknowledges that, subject to the Assumptions, the above representations and warranties are a material factor influencing DES' decision to enter into, and that DES materially relied upon such representa-

tions and warranties when it entered into, the TA and this TLA Solution Project Agreement.

(b) Special Provisions Relating to Scope. The parties acknowledge that, given the complexities inherent in implementing the TLA Solution, there may be additional activities and tasks that may be required to implement the DES Business and Technical Requirements and the TLA Solution for DES that are not reflected in the TLA Solution Project Agreement, but are nonetheless advisable, necessary or required to successfully implement the DES Business and Technical Requirements and the TLA Solution. If there is a disagreement as to which party is responsible for a given activity, task or subtask, the matter shall be referred to the Prime Vendor Account Executive and the DES TLA Solution Project Director for resolution, and they will use as guidelines in resolving the matter whether the activity, task or subtask was reasonably related and/or linked to a party's stated responsibilities in the Statement of Work and/or TLA Solution Project Schedule.

(c) Assumptions. The Assumptions set forth in the Statement of Work identifies the complete list of assumptions applicable to the TLA Solution Project (including the Statement of Work, Joint Resource Plan and TLA Solution Project Schedule) and relied on by the parties in developing the scope of work set forth in the Statement of Work. If an assumption is determined to be no longer valid, then a party may assert that the assumption will result in an out-of-scope activity or event, entitling that party to activate the Change Order procedures.

(d) Quality Assurance Plan. The preliminary Quality Assurance Plan is set forth in the Statement of Work. In connection with finalizing the Quality Assurance Plan, the parties will discuss and agree on financial incentives to ensure compliance with the quality metrics, which financial incentives may include holdbacks of a portion of implementation fees during the time in which quality issues are being addressed.

6.2 Key Personnel. The Key Personnel for the TLA Solution Project are set forth in **Schedule 6.2**.

6.3 TLA Solution Project Schedule. The TLA Solution Project Schedule is set forth in **Schedule 6.3**. The commencement and completion dates for the TLA Solution Project are as follows: October 7, 2013 to September 30, 2015. The Critical Milestone dates set forth in the TLA Solution Project Schedule may be earlier, but not later than, the Critical Milestone Due Dates set forth in **Section 2** of **Schedule 4** to this Project Agreement, and the Critical Milestone Due Dates set forth in **Section 2** of **Schedule 4** shall be the controlling dates with respect to the parties rights and obligations under the TA. As part of its project management Services obligations, Prime Vendor shall maintain and update the TLA Solution Project Schedule and ensure that the various components are synchronized (*e.g.*, have Critical Milestones, Deliverables, tasks and dates that are internally consistent and consistent among all the components of the TLA Solution Project Schedule). The TLA Solution Project Schedule will be revised from time-to-time by the parties, and once revised shall become incorporated into and a part of the TLA Solution Project Agreement. Any change(s) to the Due Date of a Critical Milestone set forth in **Section 2** of **Schedule 4** to this Project Agreement must be made

pursuant to an amendment to the TA to be effective (*e.g.*, changes to the Due Date of a Critical Milestone made by a Change Order will not be effective).

6.4 Joint Resource Plan. The Joint Resource Plan set forth in **Schedule 6.4** identifies the role, amount and timing of DES and Prime Vendor personnel resources assigned to the TLA Solution Project. Prime Vendor recommended the skill level, amount and timing of DES resources in the Joint Resource Plan and such plan is based on Prime Vendor's knowledge of the TLA Solution and the experience of Prime Vendor's other similarly-situated customers who have installed the TLA Solution. Prime Vendor represents to DES that the amount and roles of DES resources described therein are reasonably adequate to perform the tasks assigned to DES in the Statement of Work within the applicable timeframes set forth in the Statement of Work and TLA Solution Project Schedule. Prime Vendor represents that, based on its experience and project planning undertaken at DES prior to the Effective Date, the Joint Resource Plan, Statement of Work and TLA Solution Project Schedule reference and contain sufficient hours in which to implement all of the TLA Solution Project. Prime Vendor shall track and report to DES Prime Vendor's resource utilization and the variance between actual resource utilization and the Joint Resource Plan.

6.5 Project Charter. The Project Charter for the TLA Solution Project is set forth in **Schedule 6.5**.

6.6 Critical Milestones. The Critical Milestones for the TLA Solution Project are set forth in **Schedule 4**. Upon certifying any Critical Milestone submitted by Prime Vendor, DES shall provide Prime Vendor with written certification of such Critical Milestone by signing the Certification Form set forth in **Schedule 3.2.4** of the TA by the DES Project Director, or her or his designee, and for Critical Milestones that create a payment obligation, the additional signature of the DES Chief Information Officer shall be required. No other form of certification, such as email communications, oral information or otherwise, shall be effective for purposes of certification, payment or otherwise, and shall not be effective against DES.

6.7 Use of Prime Vendor Implementation Methodologies. Prime Vendor has recommended using certain proprietary and non-proprietary methodologies for the TLA Solution Project ("***Prime Vendor Implementation Methodologies***", as further described in the Statement of Work). Prime Vendor represents to DES that, based on its further due diligence during the implementation planning study workshops conducted prior to the Effective Date, the Prime Vendor Methodologies are appropriate, sufficient and applicable to the Services required to complete the TLA Solution Project with quality Deliverables, on-time and within the Fixed Fee. Based on such representation, DES has agreed that such methodologies will be used in the TLA Solution Project. However, if DES or Prime Vendor determine that one or more of the Prime Vendor Methodologies are impeding the progress of the TLA Solution Project or are negatively impacting the quality of Deliverables, on-time performance or budgetary considerations, then Prime Vendor shall adjust, modify or change the Prime Vendor Methodologies to address the negative impact on the TLA Solution Project, and any such changes to the Prime Vendor Methodologies shall be subject to a no cost Change Order in order to make such changes effective.

6.8 SAP HCM Upgrade. During the TLA Solution Project, DES will be implementing a major upgrade to its SAP human resources management system. Prime Vendor shall cooperate and work with DES, SAP and other Third Parties as requested by DES, including attending telephonic and in-person meetings to facilitate resolution of any Issues which develop relating to the TLA Solution Project on the SAP HCM upgrade project, or vice-versa. The SAP/HCM upgrade project is called "HRMS Technical Migration and Basic Timesheet" and will be delivered in two phases. The purpose of phase one will be to migrate the production HRMS Landscape from physical servers at Office Building 2 to a virtual environment at the State Data Center. As the hardware is refreshed, we will also be performing a software refresh by installing the SAP Landscape on an upgraded Windows 2008 server platform and Microsoft SQL 2012 as the backend database. As part of this hardware refresh, we will be installing the latest Enhancement Pack and Support Stack from SAP. The purpose of phase two will be to enable and configure Enhancement Pack 6 features and functionality in order to integrate the Employee Self Service Leave application with the Timesheet. This integration will allow the users to enter their own timesheets and take the manual time entry rekeying out of the hands of DES and agencies. A proof of concept will be conducted in the testing environment. Once the results have been evaluated and approved by the business, we will deploy the functionality on our next available business cycle.

The following matrix further describes DES' intentions for the upgrade as of the TLA Solution Project Agreement Date:

Upgrade Planning Matrix						
Component / Usage Type	**Current level**	**Planned Level**	**Planned SPS**	**OS/DB Current**	**OS/DB planned**	**Comments**
ECC	6.0 / NW 7.0 NUC	6.0 EHP6 /NW 7.31 NUC	731/SP06	Win' 2003 / MSSQL' 2008	Win' 2008 R2 / MSSQL' 2012 SP1	Planned SAP kernel 720 #401
BW	7.0 UC	7.0 UC EHP3 or 7.3 UC (if CR Approval)	730/SP09			Planned SAP kernel 720 #401
Portals	NW 7.0	NW 7.3 (if CR Approval)	SP09			Still considering the possibility to stay with 7.0
SolMan	NW 7.0 EHP1	N/A	N/A			

UC = Unicode
NUC = Non-Unicode

6.9 Optional Products and Services.

(a) Optional Products. Prime Vendor shall make the following products available to DES on an Enterprise Wide (unlimited Authorized Users) basis at the fees set forth below:

- EmpCenter Analytics - $250,000 (includes Universe Component)
- Universe Component of the EmpCenter Analytics - $80,000

EmpCenter Analytics: A Software Module (more specifically a rebranded version of SAP Business Objects/Web Intelligence), including the Universe Component, which provides customers the ability to create *ad-hoc* reports and graphs and deploy such reports/graphs to end-users to run at a latter point in time. See **Section 4.3** of **Schedule 4** for the Support and Maintenance Services fees associated with the EmpCenter Analytics Software Module.

Universe Component: A pre-defined mapping of select database tables and fields in EmpCenter's underlying database to user-friendly names (known as objects in SAP Web Intelligence) which are suitable for use by users who are creating *ad-hoc* reports. The Universe Component consists only of certain commonly used tables and fields and generally has to be modified to meet a customer's *ad-hoc* reporting requirements.

(b) Optional Services. Prime Vendor shall make the following Services available to DES at the fees set forth below:

- The Services related to Optimization set forth in **Section 8.3** of the Statement of Work are optional and shall be provided at a Fixed Fee of $453,869 for five (5) full time equivalents for the ninety (90) day period specified therein, provided the parties may adjust the number and/or time period pursuant to a Change Order.
- If DES purchases the Universe component of the EmpCenter Analytics, the parties shall agree on Prime Vendor's delivery of data extracts to DES.

6.10 Development Opportunities. **Schedule 6.10** sets forth the terms and conditions relating to the funding of new features and functionality by DES for the TLA Solution. The terms and conditions of **Schedule 6.10** shall survive the Project Completion of the TLA Project.

7. ***Prime Vendor Tools and Utilities***. The Prime Vendor Tools and Utilities associated with the TLA Solution Project are set forth in **Schedule 7**.

8. Data Collection Devices and Support and Maintenance Services, and Technical, Site Survey and Installation Services Options. **Schedule 8** sets forth the DCDs and Support and Maintenance Services options available to DES and its Agencies, as well as the technical and site survey and installation Services options available for such DCDs. Prime Vendor acknowledges that an Agency may purchase DCDs and associated Support and Maintenance Services, and/or technical, site survey and installation Services directly from Prime Vendor.

SCHEDULE 4

PAYMENT, CRITICAL MILESTONES AND OTHER RELATED TERMS

1. Software License Fees. Prime Vendor shall invoice DES for Software License Fees of $1,567,000 on the Effective Date, and DES shall pay such fees in accordance with the terms of the TA.

1.1 Additional Terms Relating to EmpCenter Advanced Scheduler. The EmpCenter Advanced Scheduler Software Module is licensed on an Enterprise-Wide basis and may be used by any Authorized User, but such use is limited to 9,750 Active Employees. If usage of the EmpCenter Advanced Scheduler Software Module increases beyond 9.750 Active Employees, then DES shall pay Prime Vendor $20 per additional Active Employee, in increments of 100 Active Employees, as an additional Software License Fee for such expanded Enterprise-Wide license.

2. Implementation Services Fees, Payment Milestones and Critical Milestones and Associated Critical Milestone Due Dates. The payment milestones for implementation Services fees and the Critical Milestones and associated Critical Milestone Due Dates are set forth below:

Payment and Critical Milestones	Payment %	Payment Amount	Critical Milestone Due Date
Project Kickoff	5%	334,348.10	11/22/13
Foundational Core Requirements Defined	5%	334,348.10	2/13/14
Completion of Design (Core, Shared & ECY Unique)	5%	334,348.10	6/27/14
Completion of Build (Core, Shared & ECY Unique)	5%	334,348.10	6/27/14
Completion of SIT # 1 (Core, Shared & ECY Unique)	5%	334,348.10	7/25/14
Completion of SIT # 1 (WSDOT HQ)	10%	668,696.20	8/1/14
Completion of SIT # 2 (Core, Shared & ECY Unique)	5%	334,348.10	8/25/14
Completion of Design (WSDOT HQ)	5%	334,348.10	9/15/14
Completion of Build (WSDOT HQ)	5%	334,348.10	9/15/14
Completion of UAT (Core, Shared & ECY Unique)	5%	334,348.10	9/19/14
Completion of SIT #2 (WSDOT HQ)	5%	334,348.10	10/1/14
Completion of UAT (WSDOT HQ)	5%	334,348.10	10/24/14
Production (Core, Shared & ECY Unique)	5%	334,348.10	11/1/14
Production (WSDOT HQ/2901)	5%	334,348.10	11/1/14
Complete Stabilization – ECY	5%	334,348.10	2/1/15
Production (WSDOT 2)	5%	334,348.10	6/30/15
Production (WSDOT 3)	N/A	N/A	6/30/15
Production (WSDOT Final)	5%	334,348.10	6/30/15
Complete Stabilization – WSDOT — Final Phase	5%	334,348.10	9/30/15

Payment and Critical Milestones	Payment %	Payment Amount	Critical Milestone Due Date
Project Completion	5%	334,348.10	9/30/15
Total	**100%**	**$6,686,962.00**	

3. Delay Credits. The Delay Credits for each Critical Milestone missed as a result of Prime Vendor's delays (as further described in the TA and subject to the terms therein, including Prime Vendor's ability to earn back the Delay Credits) are as follows:

$10,000 / day for days 1 through 15
$15,000 / day for days 16 through 30
$20,000 / day beyond 30 days until the Critical Milestone is achieved

Delay Credits shall be subject to a cap of 20% of the implementation Services fees, which amount, as of the Effective Date, is $1,337,392.40. This cap shall be adjusted (increased or decreased) based on Change Orders affecting the Fixed Fee for the TLA Project.

4. Support and Maintenance Services Fees.

4.1 Support and Maintenance Services Fees for EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker.

Support and Maintenance Services fees for EmpCenter Time and Attendance and EmpCenter Absence Compliance Tracker shall be payable in in increments of 1,000 Active Employees in accordance with the following amounts:

Active Employee Range	Annual Fee Per/1,000 Active Employees $s	Annual Fee (Top of the Range) $s
Up to 10,000	12,300	123,000
11,000 - 15,000	10,318	174,590
16,000 - 20,000	9,240	220,790
21,000 - 25,000	8,280	262,190
26,000 - 28,000	6,900	276,000
Over 28,000	N/A	276,000

Support and Maintenance Services fees shall commence on the Effective Date at the initial tier level of 10,000 Active Employees, but shall be charged for the first year at 65% of the annual fee, or $79,950. Following the first year, any purchase of Support and Maintenance Services shall be for a minimum of 10,000 Active Employees and charged at the rate indicated in the Table above.

4.2 *Support and Maintenance Services Fees for EmpCenter Advanced Scheduler.*

Support and Maintenance Services fees for EmpCenter Advanced Scheduler shall be payable in increments of 100 Active Employees in accordance with the following amounts:

Active Employee Range	Annual Fee Per/100 Active Employees $s	Annual Fee (Top of the Range) $s
Up to 1,500	900	13,500
1,600 - 2,000	880	17,900
2,100 - 2,500	880	22,300
2,600 - 3,000	880	26,700
3,100 - 3,500	880	31,100
3,600 - 4,000	880	35,500
4,000 – 4,100	880	37,260
Over 4,100	N/A	37,500

Support and Maintenance Services fees shall commence on the Effective Date at the initial tier level of 1,500 Active Employees, but shall be charged for the first year at 65% of the annual fee, or $8,775. Following the first year, any purchase of Support and Maintenance Services shall be for a minimum of 1,500 Active Employees and charged at the rate indicated in the Table above.

4.3 *Support and Maintenance Services Fees for Optional EmpCenter Analytics.*

Support and Maintenance Services fees for EmpCenter Analytics shall be payable in increments of 1,000 Active Employees in accordance with the following amounts:

Active Employee Range	Annual Fee Per/1,000 Active Employees $s	Annual Fee (Top of the Range) $s
Up to 10,000	100	10,000
11,000 - 15,000	100	15,000
16,000 - 20,000	100	20,000
21,000 - 25,000	100	25,000
26,000 – 30,000	100	30,000
31,000 – 35,000	100	35,000
36,000 – 40,000	100	40,000
41,000 – 45,000	100	45,000
46,000 – 50,000	100	50,000
Over 50,000	N/A	50,000

There shall be no Support and Maintenance Services fees for the Universe component of the EmpCenter Analytics Software Module if DES elects to license only the Universe component, and Prime Vendor is not obligated to provide support for such Universe component.

4.4 Increases in Support and Maintenance Services Fees for Software Licensed under the TLA Solution Project Agreement. Support and Maintenance Services fees shall not be subject to any escalator increase based on CPI for Software licensed under the TLA Solution Project Agreement through the third anniversary of the Effective Date (September 2016). Thereafter, Prime Vendor may increase the Support and Maintenance Services fees in the following amounts, in all cases subject to the further terms of **Section 8.1.2** of the TA:

- 2% per year for each of the 2 years subsequent to the third anniversary date from the Effective Date; and thereafter,

- CPI less one percent (1%) (CPI – 1%), subject to a cap of 4% during any given 12 month period.

The terms set forth in this Section shall survive the termination or expiration of the TLA Solution Project Agreement and Project Completion of the TLA Project.

SCHEDULE 5.1

TLA SOLUTION

EmpCenter Time and Attendance
EmpCenter Advanced Scheduler
EmpCenter Absence Compliance Tracker (ACT)

SCHEDULE 5.2

THIRD PARTY SOFTWARE TERMS AND CONDITIONS

None.

SCHEDULE 5.3

DESIGN AND SCALABILITY LIMITATIONS

Prime Vendor represents and warrants to DES that there are no software design or scalability limitations that would restrict the transaction volumes of DES presently and for a period of fifteen (15) years assuming a compounded growth rate of five percent (5%) per year. Prime Vendor further represents and warrants to DES that it has performed such due diligence as is required to ensure that none of these TLA Solution limitations are reasonably expected to be exceeded by DES.

SCHEDULE 5.4-A

DES BUSINESS AND TECHNICAL REQUIREMENTS

(SEE ATTACHED CD)

DES Business and Technical Requiremer

DES Business and Technical Requiremer

SCHEDULE 5.4-C

DES BUSINESS AND TECHNICAL REQUIREMENTS – STATE PAY PRACTICES

The information below provides brief descriptions on certain State Pay Practices. This overview does not provide information on other practices and policies applicable to the state of Washington, including personnel codes, executive orders, regulatory requirements, administrative, employment and benefits policies, and the like.

Washington State's Compensation Plan Components

The following apply to all non-represented and Washington Management Services employees:

http://hr.wa.gov/CompClass/Compensation/Pages/CompensatioPlanComponents.aspx

Washington State Rules for Non-Represented Employees

The following apply to all non-represented and Washington Management Services employees:

http://apps.leg.wa.gov/WAC/default.aspx?cite=357-28

Collective Bargaining Agreement Pay Practices

Applicable pay practices are contained within each collective bargaining agreement set forth in:

http://www.ofm.wa.gov/labor/agreements/13-15/default.asp

SCHEDULE 5.5

DEMONSTRATIONS AND DEMONSTRATION MATERIALS

(SEE ATTACHED DVDS IN CLOSING BINDER)

1. Technical Presentation during the Demonstrations

State of Washington
DES Technical and Se

2. Agenda for the Demonstrations

Day & Location	Estimated Time	Demonstration Section	WorkForce Presenters
Day 1 ---------- **June 26**, Cherberg Building, Room A/B/C	8:00am – 4:00pm	2 Solution Overview 3 Assign a User to a Position 4 Shift Scheduling 5 Timekeeping	Mike Byquist Paul Ulyett Mike Emsley, Workforce Insight Jason Patterson Elizabeth Marshall
Day 2 ---------- **June 27**, 1500 Jefferson, Room 2208	8:00am – 4:00pm	5 Timekeeping (continued) 6 Leave Management 7 General Functional	Mike Byquist Paul Ulyett Jason Patterson Elizabeth Marshall
Day 3 ---------- **June 28**, 1500 Jefferson, Room 2208	8:00 – 3:00pm	7 General Functional (continued) 8 Technical Capabilities Presentation	Mike Byquist Paul Ulyett Jason Patterson Elizabeth Marshall Mujtaba Hussain Mike Muha Chris Chineme

3. Demonstration Scripts. See attached.

13-200-ACCO_DES_
TLA_RFP_Demonstra

4. The following notes clarify items that were presented in the Demonstrations recorded on the attached DVDs:

Video	Start	End	Scenario Number	Note
6/26 AM	57:41:00	58:00:00	2.2	Correction: Employees do not decide what time format they see. It is configured for the entire group. This is clarified in the Q&A (1:36 in video).
6/26 AM	1:10:00			Clarification: Advanced Scheduling (AS) will display on an iPad, but not an iPhone. That said, some features are very hard to use such as the right click needed in AS, an iPad is not recommended for AS.
6/27 AM	47:33:00	48:06:00		Correction: Leave requests are supported by WorkForce's IVR supplier, however, EmpCenter does not currently support the ability to download these leave requests from the IVR.
6/27 PM	1:01		Q&A	Clarification: EmpCenter can only report on accruals with periods that have data, such as in the current period or prior periods. To get to future period accruals, a forecast can be executed to enable reporting on this.
6/27 PM	2:13		Q&A	Correction: Different roles for approving timesheets should require different approval levels
6/28 AM	19:30		7.5	Clarification: In the presentation, we said that the report can show any combination of fields that employees enter; however, this particular report actually only shows 2 labor distribution fields. Additional fields can be added to the report as part of the professional services.
6/28 AM	2:48		8.1	Notice: Dates associated with the product roadmap are tentative.

WorkForce Software

Technical Infrastructure Overview

WorkForce SOFTWARE

8.1 System Architecture Overview

WorkForce SOFTWARE

8.1 System Architecture Overview

1. A detailed explanation of how the system will support interfaces with external applications.
2. A detailed explanation of multi-tenancy and business rules configuration. (e.g. state level, agency level and organization level)
3. A detailed explanation of your approach toward meeting unique requirements at the agency level as opposed to the state-wide level.
4. A detailed explanation of your approach toward consuming and exposing data in near real-time.
5. A detailed explanation of your data architecture—what platforms (infrastructure and software) are used to store data? How does system configuration (to meet specific client needs) affect the database schema? What mechanisms ensure data integrity across the data stores that comprise your TLA Solution? How do you manage the evolution of your user-interface products with respect to your database schema? Where, geographically, do you plan to store Washington State's TLA Solution data? Describe in detail.
6. A detailed explanation of your approach toward modernizing the application and its infrastructure and integration methods as information technology evolves (e.g. mobile computing).

8.1 Product Technology

Front End

- IE, Safari, Firefox, Chrome
- 100% pure HTML – no Java, ActiveX, or plug-ins

Server Technology

- J2EE Java technology
- Apache / tomcat
- Multiple application servers for scalability and reliability

Server Platforms

- Windows 2008 / Windows 2012
- Linux Redhat Enterprise 5, 6

DBMS

- MS SQL Server 2012 / 2008
- Oracle 11g

E-mail Integration

- Microsoft Exchange
- Lotus Notes
- Any other SMTP-compliant mail server
- Works with any e-mail client including Outlook

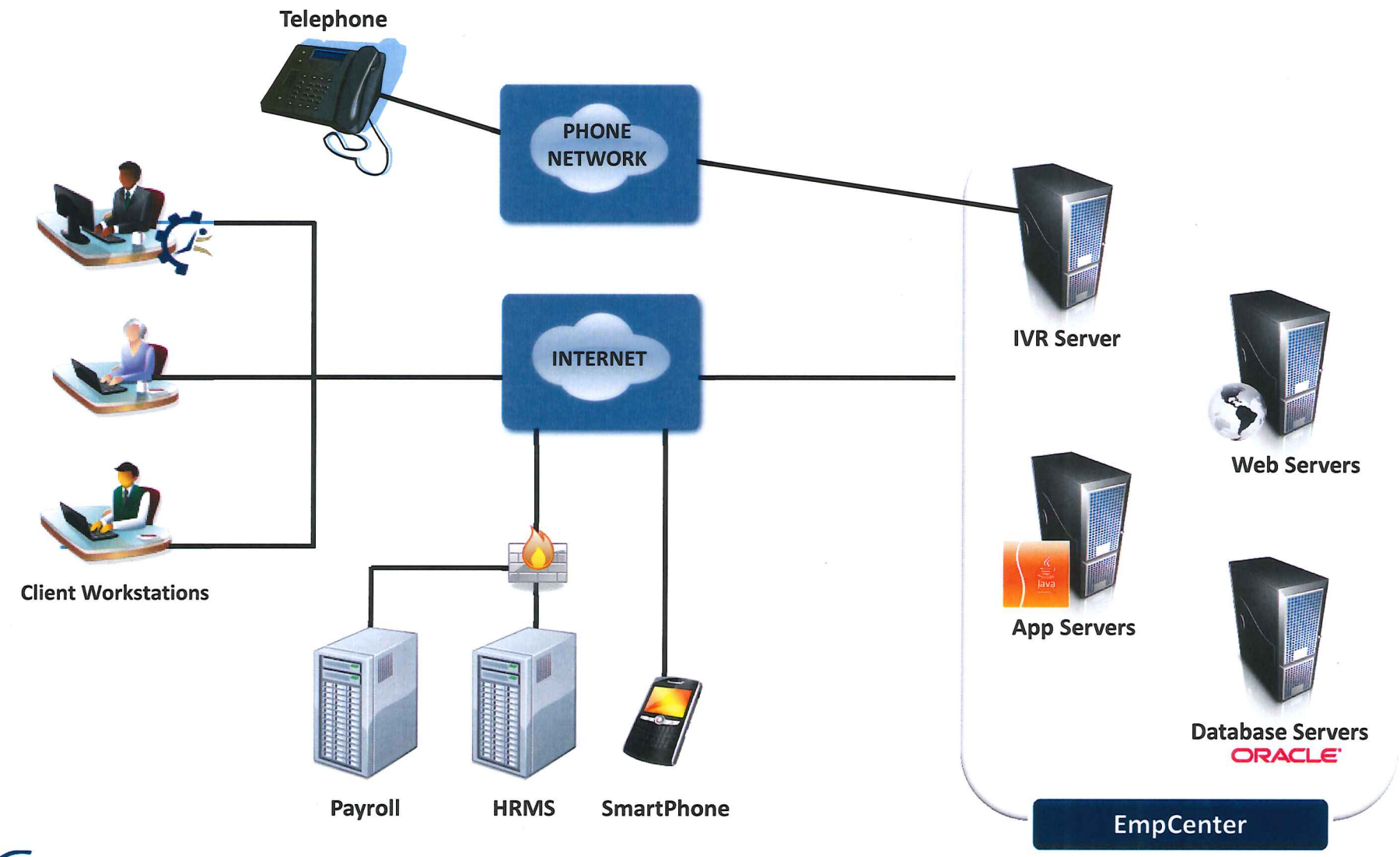
Reporting

- Integrated report designer for custom reports
- Web-based report deployment

Security

- Integrated with Microsoft Active Directory, Novell NDS, other LDAP server for authentication or SAML 2.0 based SSO
- Application level user IDs and passwords also available
- SSL for secure transactions
- Full audit trail of all system modifications
- Field/screen level security

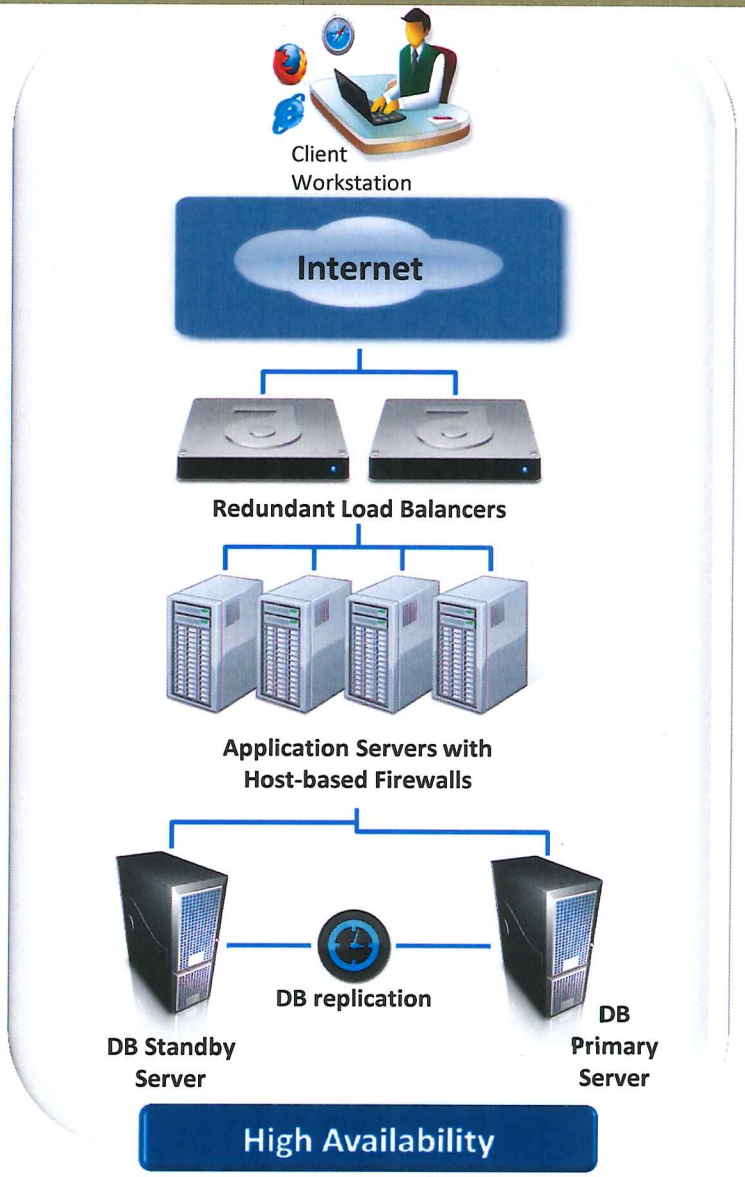
8.1 EmpCenter Architecture



WorkForce SOFTWARE

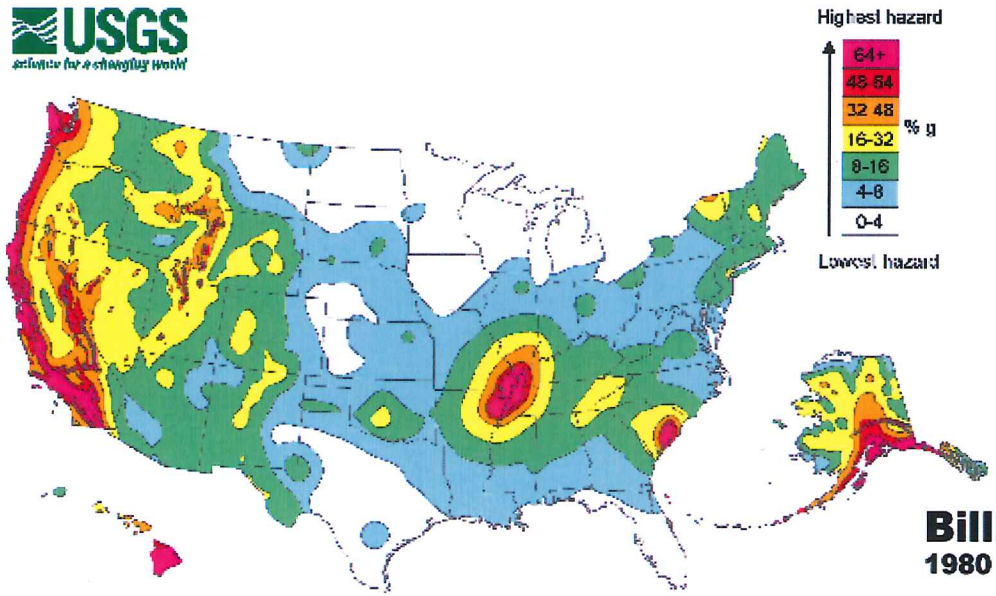
8.1 Scalable with high availability

- Designed from the ground up for very large organizations
- Employs database connection pools, thread pools and caching of rules for high level of concurrency
- Designed to scale up when demand grows by creating a server farm and by adding more CPUs/Cores to existing machines
- Supports hardware / software load balancers for high availability



WorkForce SOFTWARE

8.1 System Architecture Overview: Locations

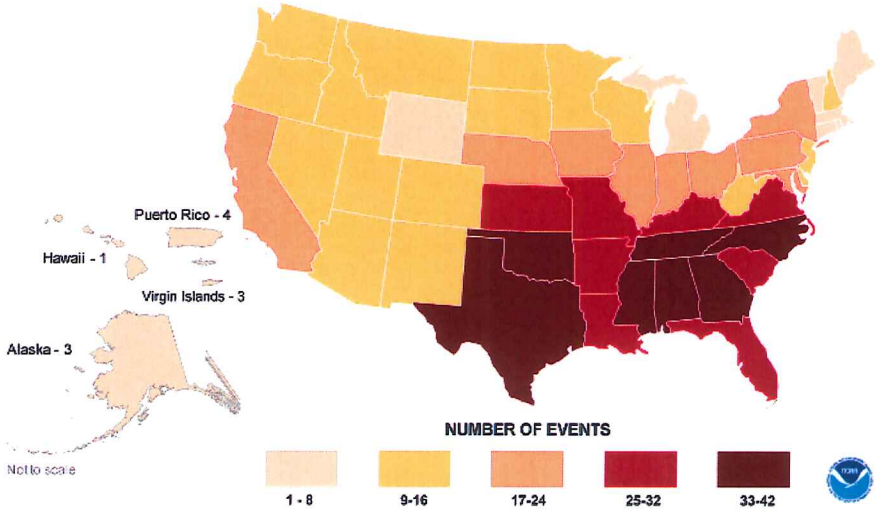


Primary Hosting Facility:
Level 3 Communications (colo)
Southfield, MI

Secondary Hosting Facility:
WorkForce Software Corp Offices
Livonia, MI

- **Low risk of seismic hazard**
- **Low risk of weather or climate disaster**
- **Located away from industrial sites**

Billion Dollar Weather/Climate Disasters
1980 - 2011



WorkForce SOFTWARE

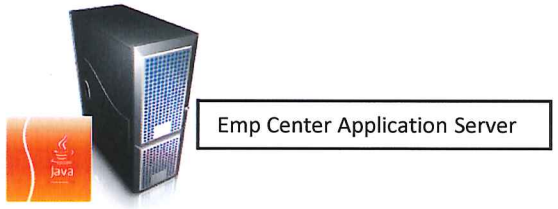
8.1 Configuration not customization

- Design goal is to have one code base for all customers.
- Configuration allows implementation of customer specific rules rather than customization.
- When a new feature in the product is requested by a customer the feature is generalized to the entire vertical or across verticals and included in the base product.
- CBOA provides input in defining the functionality of the new feature.
-

WorkForce SOFTWARE

8.1 Rules engine

- Data driven architecture
- Business rules executing on application server
- No stored procedures or triggers in DBMS
- DBMS stores rules & transactional data.



	Time Sheet Calculations	SQL Database Connection Pool
	Batch Job Engine	
	Time Clock Support	
	Retroactive Time Sheet Engine	
	E-mail Notification Scheduler	
	Formula Evaluation Engine	
	Labor Distribution	
	Interface Connect	
	Accrual / FMLA Engine	
	Workflow Engine	
	Biometric Template Server	
	Reporting	

8.1 EmpCenter Formula language

- **HR/Payroll administrator friendly formula language to specify business processes.**
- **Compiled to Java code for fast execution**
- **GUI based rule editor facilitates navigation within rule database and enter formulas**

Weekly overtime rule over 80

```
Var REGHours = Sumtime(over week,
    hours, where paycode = "Regular") ;
If (REGHours > 80, 80 - REGHours,  0)
```

WorkForce SOFTWARE

8.1 Rule execution model

- Rules are stored in the database as data.
- All configuration is defined as rules from user interface layouts to timesheet calculation.
- Rules are grouped into “Policy Profile” that ties all applicable rules for an employee group.
- Rules may be shared between many Policy Profiles for allowing reuse of functionality.

WorkForce SOFTWARE

8.1 Rule execution model

- **Calculation stages:**
  - Group rules of certain type e.g. premiums, shift differentials and exceptions for execution purposes
  - Define sequence of execution for these groups of rules.
- **Rules have conditions associated with them that trigger their execution.**
- **Conditions for rules are evaluated on:**
  - Timesheet data
  - Results of previous rule executions
  - Data stored in other tables

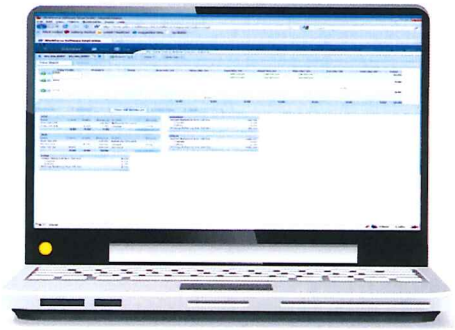
WorkForce SOFTWARE

8.1 Rule execution model

- **Rules may use data provided by external services**
  - Typically by importing data using Interface Connect and storing in lookup tables with EmpCenter.
  - May call web services during the rule evaluation process.
  - May execute a database query, stored procedure or function.
- **EmpCenter provides a tool to troubleshoot rule evaluation process by generating a trace of rule execution that may be loaded in MS Excel:**
  - Checking if the rule was executed.
  - Displaying the data on the timesheet that was before and after the rule execution.
  - The results of the condition and formula evaluation.

WorkForce SOFTWARE

8.1 Fast and efficient



Data that changed

First page load

1. Hundreds of CSS **and** JS files are optimized, compressed and returned as a few GZIP files
2. Application data sent to client
3. Page rendering occurs on client using DHTML
4. Client only sends data that changed

Optimized, compressed and GZIPed CSS nad JS files + Application data

EmpCenter Server

Data that changed

Subsequent loads

- All static CSS and JS files are cached and not requested again

1. Application data sent to client
2. Page rendering occurs on client using DHTML
3. Client only sends data that changed

Application data

EmpCenter Server

WorkForce SOFTWARE

8.1 Policy Migration

- Allows migration of business rules from one environment to another using "Policy Migration" feature in real-time without incurring any downtime
- Security observed both on the source server and the target server so that only authorized users may perform the operation
- Full or partial rule-set migration supported

WorkForce SOFTWARE

8.1 Business rule configuration at State/Agency Level

- EmpCenter SaaS model gives the State a dedicated instance, which means freedom to decide when to upgrade.
- One instance will house configuration for all agencies, with agency-specific rules grouped together with naming conventions.
- Common State rules may be re-used or referenced from agency specific rules where appropriate for configuration reuse.
- Rules for a given agency can be changed independently from other agency rules using the built-in migration tool without any downtime.

WorkForce SOFTWARE

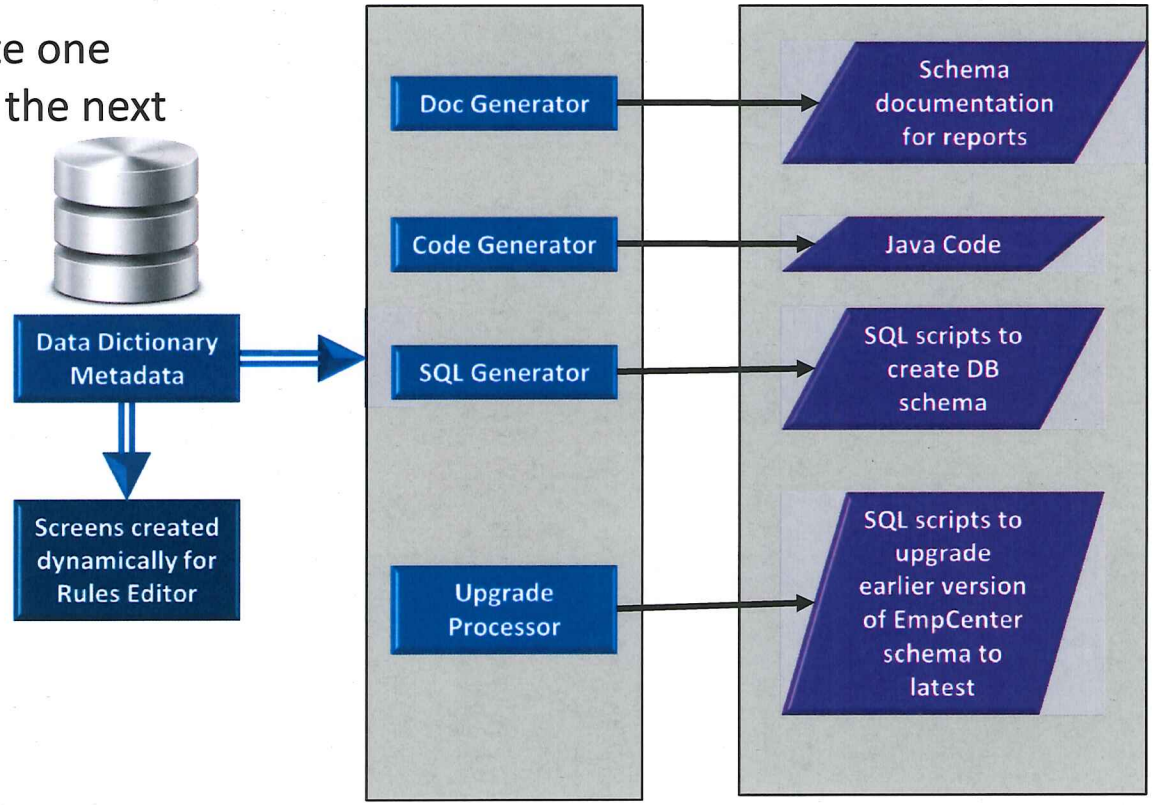
8.1 Data Architecture

- Meta-data driven architecture
- All data including meta-data and business rules are stored in the database (Oracle or SQL Server).
- Business rules configuration for a specific client does not require modification of database schema.

WorkForce SOFTWARE

8.1 Meta-data driven architecture

- **Meta-data driven architecture automates generation of:**
  - Java code
  - Schema documentation
  - Upgrade scripts to migrate one version of the product to the next
  - GUI screens
  - SQL scripts
- **This approach eliminates common human errors and reduces development time.**



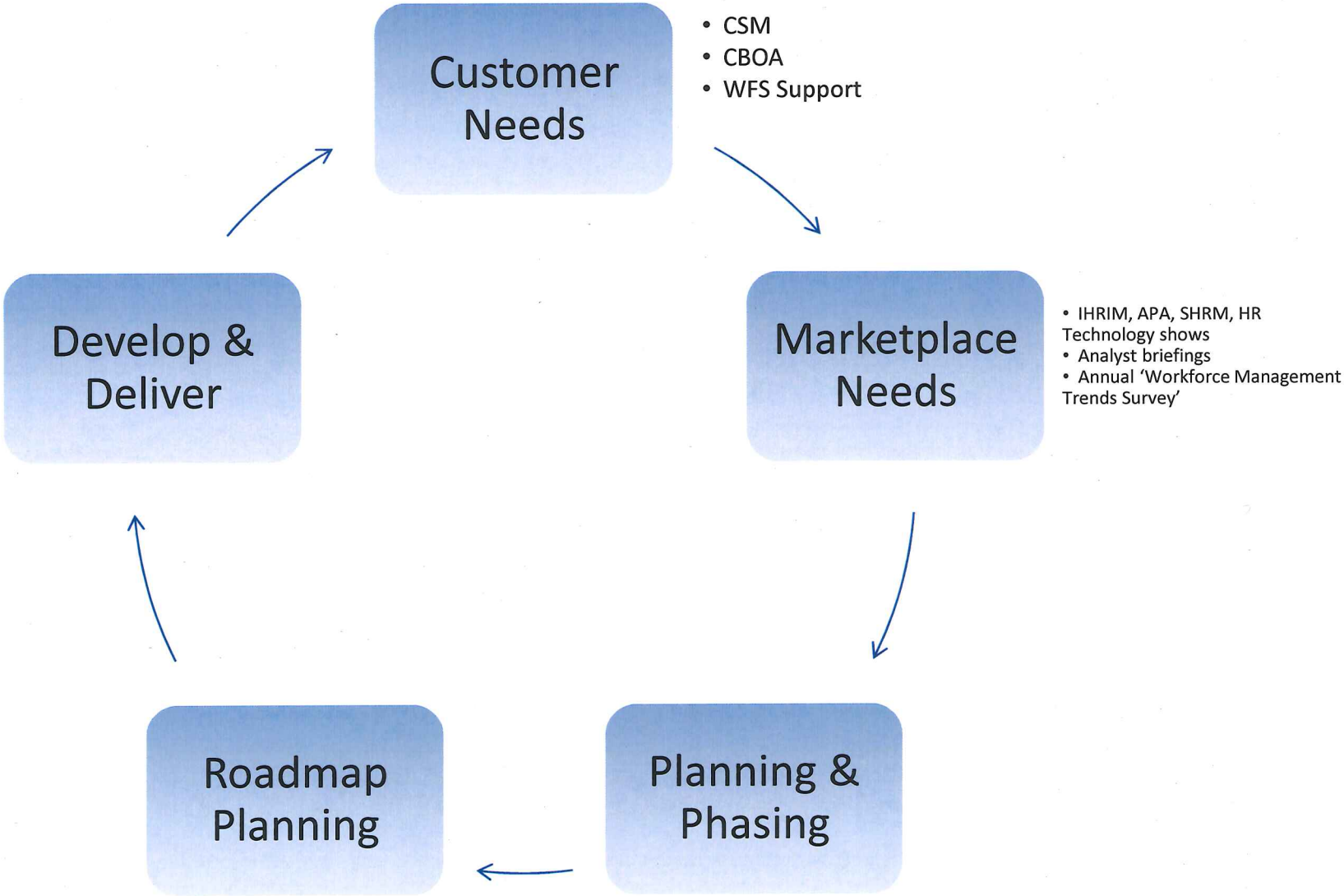
WorkForce SOFTWARE

8.1 Software development best practices

- Automated build servers for continuous testing
- Strict code review process facilitated by web based tools
- Testing framework that run hundreds of automated test cases for each code change submission
- Established controls in place to define the priorities of content to be included in a release
- SSAE-16 audit completed annually

WorkForce SOFTWARE

8.1 Modernizing the application



WorkForce SOFTWARE

8.1 Product & Technology Roadmap

- **2012 / 2013 Focus**
  - Empowering users – mobile (smartphone), SMS
  - Scheduling – callouts, self-service
  - Time off request – complete UI redesign
  - Touch-screen clocks

WorkForce SOFTWARE

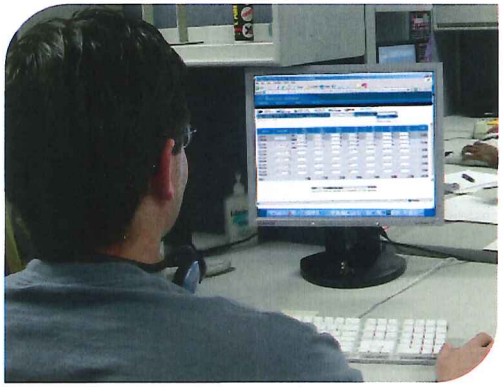
8.1 Product & Technology Roadmap

- **2013 / 2014 Focus**
  - Empowering users – tablets, accessibility
  - Global – compliance
  - Scheduling –shift sign-up / giveaway
  - Partner integrations
  - Internal tools and services to facilitate rapid growth of WorkForce Software.

WorkForce SOFTWARE

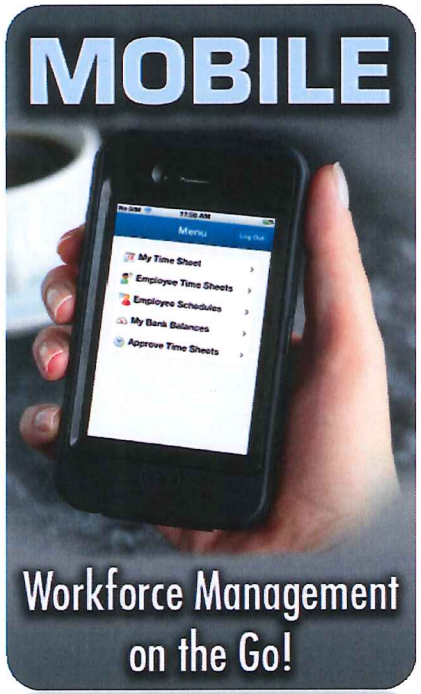
8.1 Web Technology Strategy

- **Browser Based**
  - Pure HTML and JavaScript
  - No plug-ins required
  - Java for some admin functions; web-based in 2014
  - Internet Explorer, Firefox, Chrome, Safari
- **Dynamic, "AJAX" techniques on commonly-used screens**
  - Highly responsive user interface
  - Low server load & network traffic
  - Highly cacheable – by browsers and proxy servers



8.1 Mobile Technology Strategy

- **Designed for mobile devices**
  - Optimized for phone/tablet screen sizes
  - Geo-location capture
- **Delivery via HTML5 standard**
  - "App-less" mobile access
  - Ideal for new-device compatibility
  - Easy deployment
- **<u>Your</u> configuration on mobile**
  - Business rules
  - Terminology, languages, banks, employee groups



WorkForce SOFTWARE

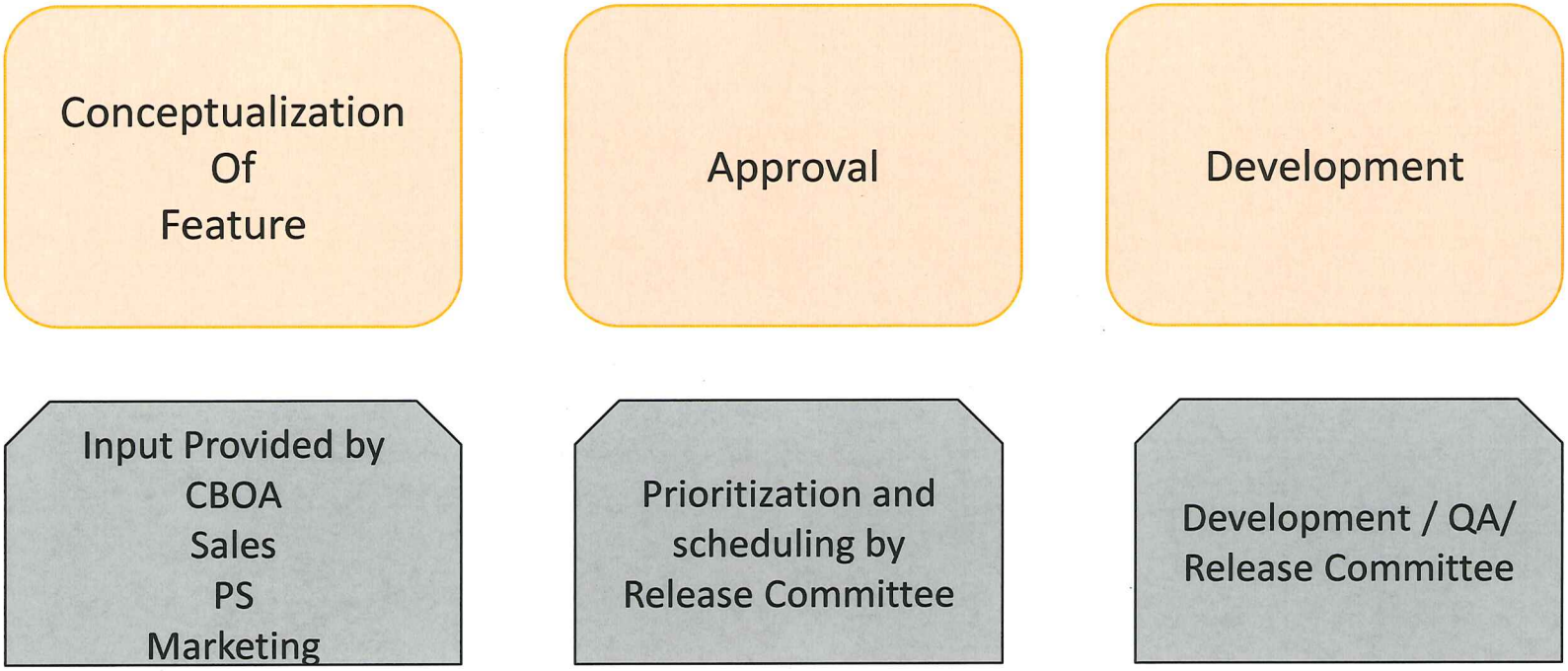
8.1 Technology Evolution

- New version of browsers along with other supporting software are tested by WorkForce Software for addition to the certified list
- Older version are *not* automatically removed from the supported list
- Installed based with our customers is taken into account for such decisions
- WorkForce Software notifies the customer with "End of life" notices well in advance before removing software from the supported list
- Software removed from the supported list are not tested with newer versions of EmpCenter but in most cases may still work

Development Methodology

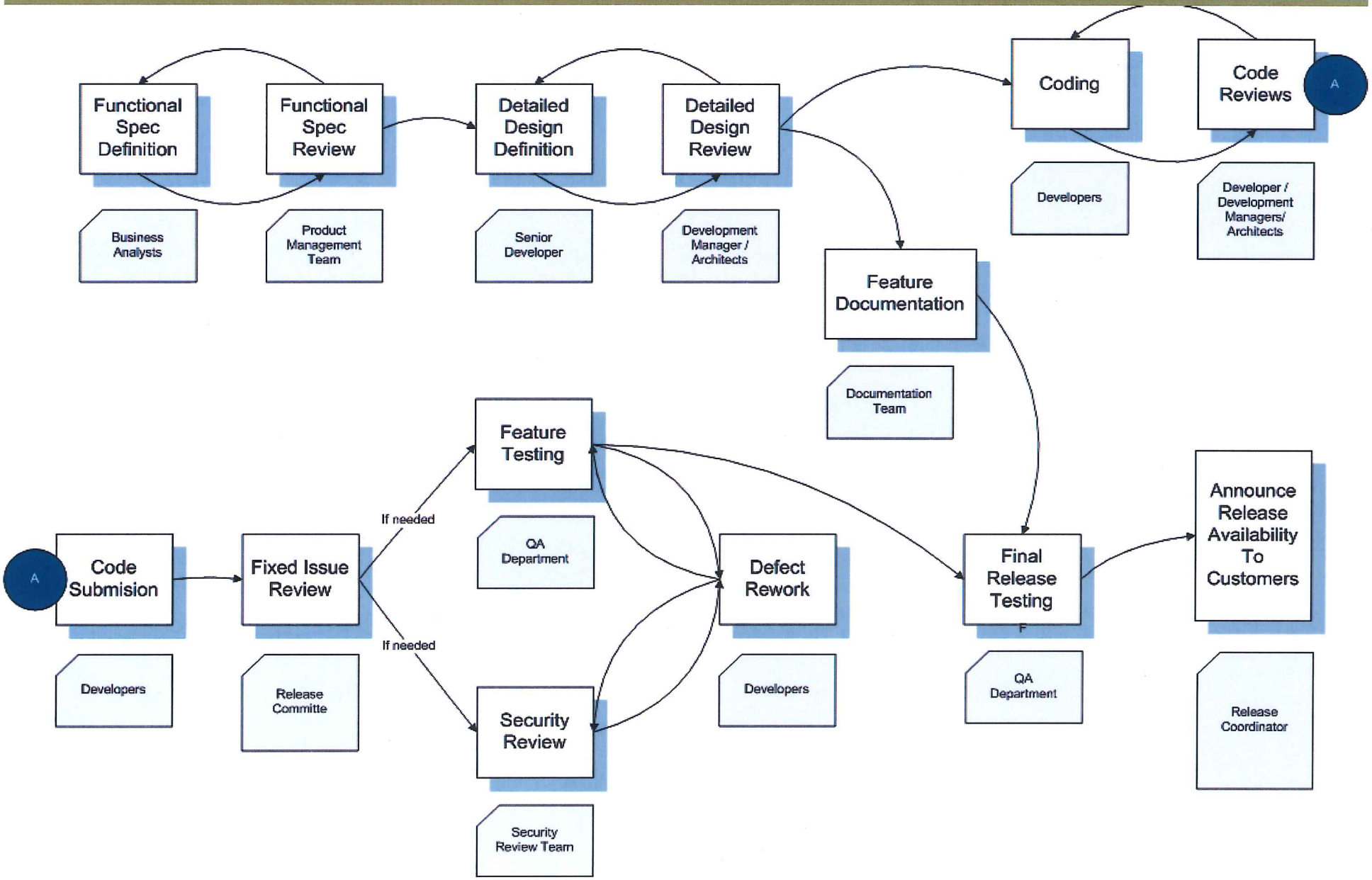
WorkForce SOFTWARE

8.1 Development process



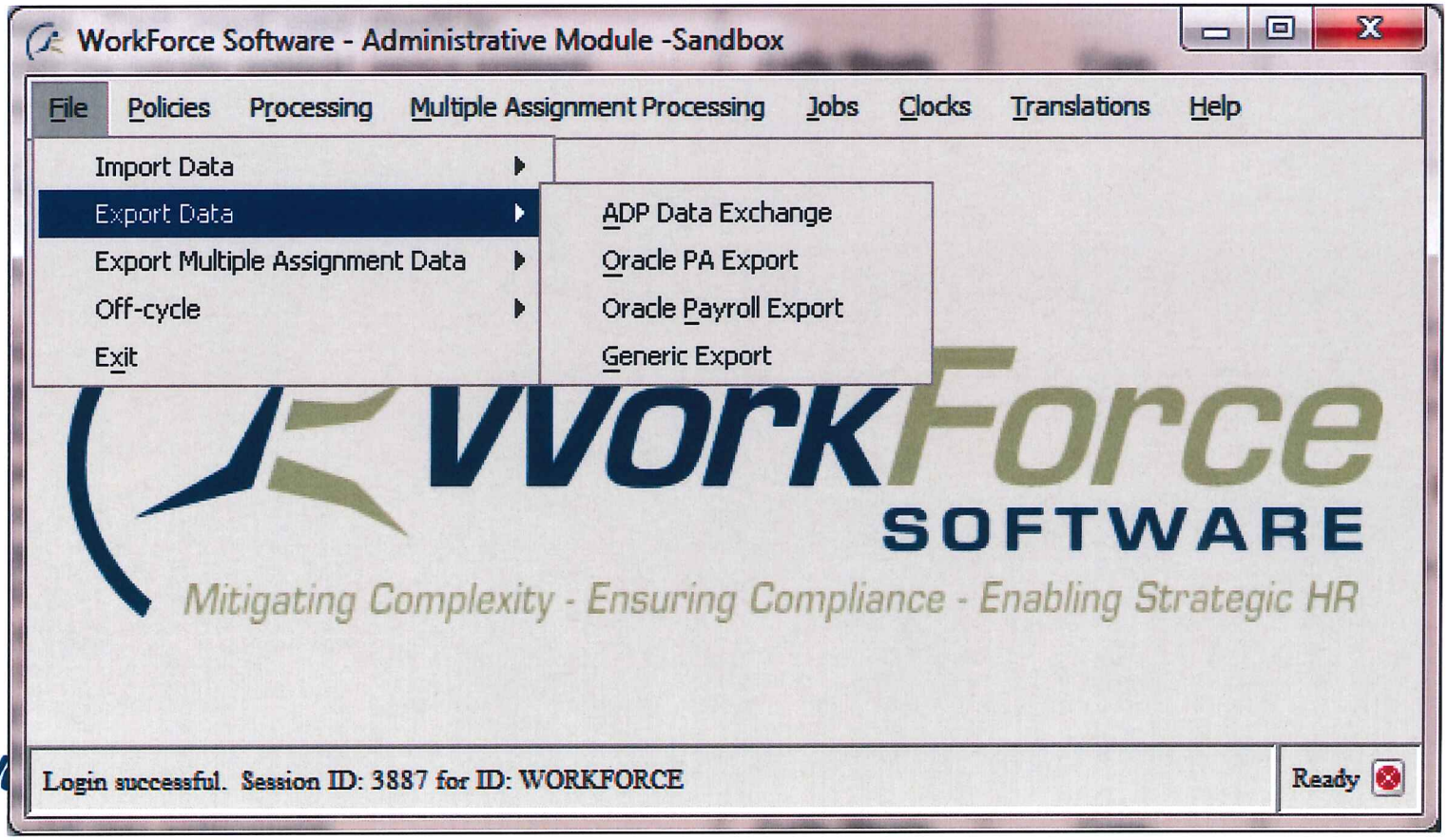
WorkForce SOFTWARE

8.1 Development process

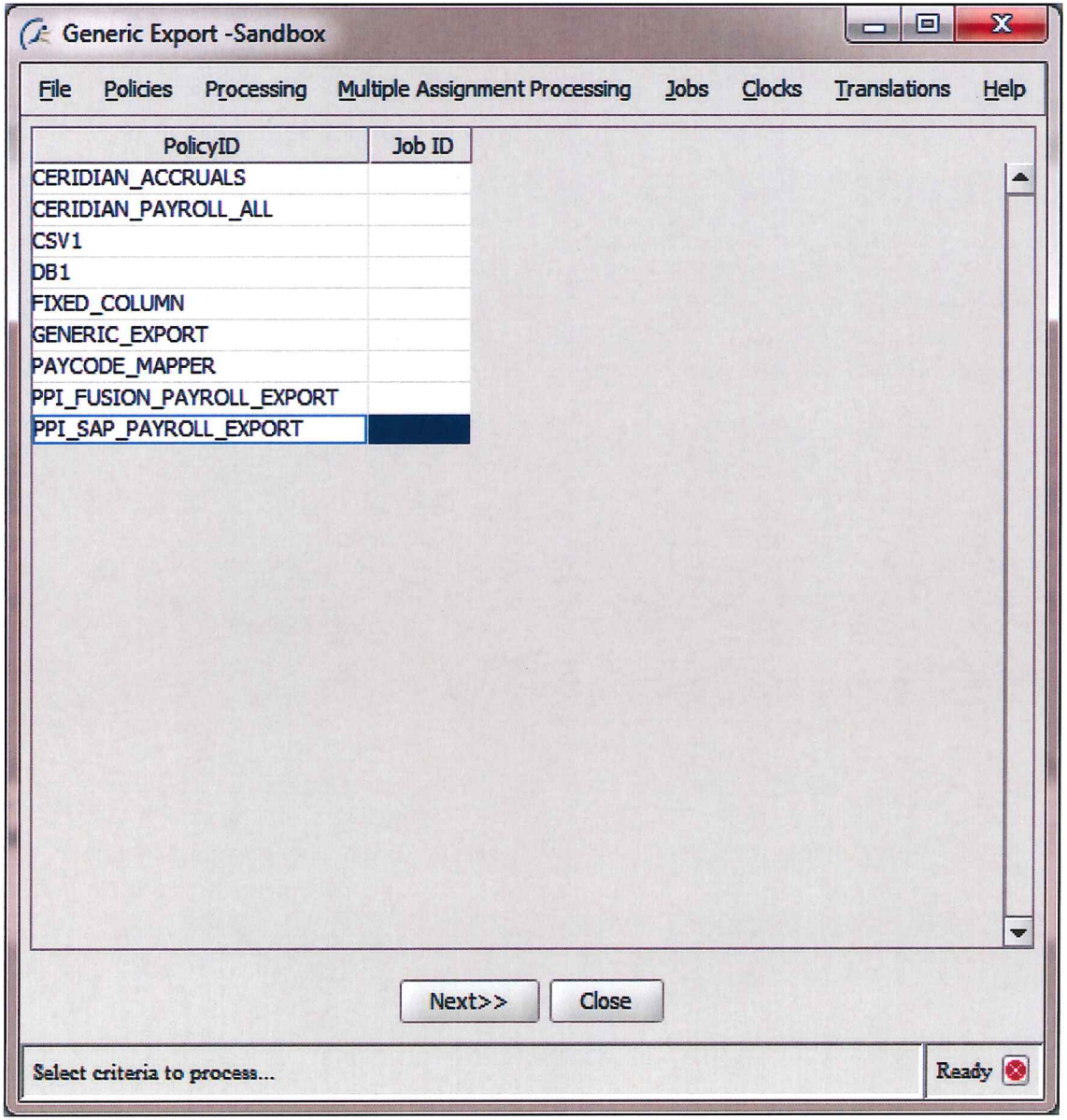


8.1 TC-026 – Manual invocation of exports

- **Outbound data transfers in addition to the inbound ones may be manually triggered by a user.**
- **These interfaces may be scheduled as well.**



8.1 TC-026 Manual invocation of interface



WorkForce SOFTWARE

8.1 TC-026 Manual invocation of interface

Generic Export -Sandbox

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

Choose a group to export

Group	Job ID
159860 Group	
900200 Group	
900222 Group	
A Group	
ADP_Export	
AUTO_AMEND	

Period Selection

- (•) Current Period ( ) Next Period ( ) Prior Period
- ( ) Period As-of
- ( ) Specified Range

[✓] Send E-mail upon completion to empcenter-qa-test-9@workforcesoftware.com

Close << Previous Process

Select criteria to process... Ready

WorkForce SOFTWARE

8.1 TC-027 – Scheduled exports

Policy Editor -Sandbox

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

Migrate Comment

All Policies
- Policy Records
  - General Policies
  - Pay Codes
  - Formulas
  - Exceptions
  - Accruals
  - Premiums
  - In/Out
  - Messaging
  - Shifts / Scheduling
  - Holidays
  - Approvals
  - Interfaces
    - ADP Export
    - ADP Export Control
    - ADP Export Map
    - CSV Employee Import Control
    - CSV Historic Import Control
    - Employee Import Control
    - Generic Export Control
      - GENERIC_EXPORT_CTL
    - Generic Export Section
    - Generic Export Specification
    - Oracle Payroll Bank Export Map

GENERIC_EXPORT_CTL

Main | Schedule | Security

Generic Export Control ID	GENERIC_EXPORT_CTL
Generic Export Specification	GENERIC_EXPORT Make sure yc
Assignment Group to export	Generic_Export
Period to export	Current Policy Profile Pay Period
Period as of	
Specified Range Start	
Specified Range End	
Enable schedule	☑
Schedule Type	Hour Interval
E-mail Address(es)	
Send e-mail on start	
Send e-mail on completion	

Weekly
Semi-Monthly
Monthly
Custom
Yearly
Bi-Weekly
Day Interval
Hour Interval

History | Usage Links | Filter | Find Results | Validate All

Display ready | Data received

8.1 TC-027 – Scheduled exports

Policy Editor -WorkForce Time and Attendance Server (Demo)

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

Migrate

- All Policies
  - Policy Records
    - General Policies
    - Pay Codes
    - Formulas
    - Exceptions
    - Accruals
    - Premiums
    - In/Out
    - Messaging
    - Shifts / Scheduling
    - Holidays
    - Approvals
    - Interfaces
      - ADP Export
      - ADP Export Control
      - ADP Export Map
      - CSV Employee Import Control
      - CSV Historic Import Control
      - Employee Import Control
      - Generic Export Control
        - GENERIC_EXPORT_CTL
      - Generic Export Section
      - Generic Export Specification
      - Oracle Payroll Bank Export Map
      - Oracle Payroll Element
      - Oracle Payroll Export

GENERIC_EXPORT_CTL

Main | Schedule | Security

Time 22:30

Day of Week Friday

History | Usage Links | Filter | Find Results | Validate All

Policies saved

Ready

WorkForce SOFTWARE

8.1 TC-028 - Exporting data for various date ranges

Generic Export -Sandbox

File | Policies | Processing | Multiple Assignment Processing | Jobs | Clocks | Translations | Help

Choose a group to export

Group	Job ID
159860 Group	
900200 Group	
900222 Group	
A Group	
ADP_Export	
AUTO_AMEND	

Period Selection

- (•) Current Period ( ) Next Period ( ) Prior Period
- ( ) Period As-of
- ( ) Specified Range

[✓] Send E-mail upon completion to empcenter-qa-test-9@workforcesoftware.com

Close | << Previous | Process

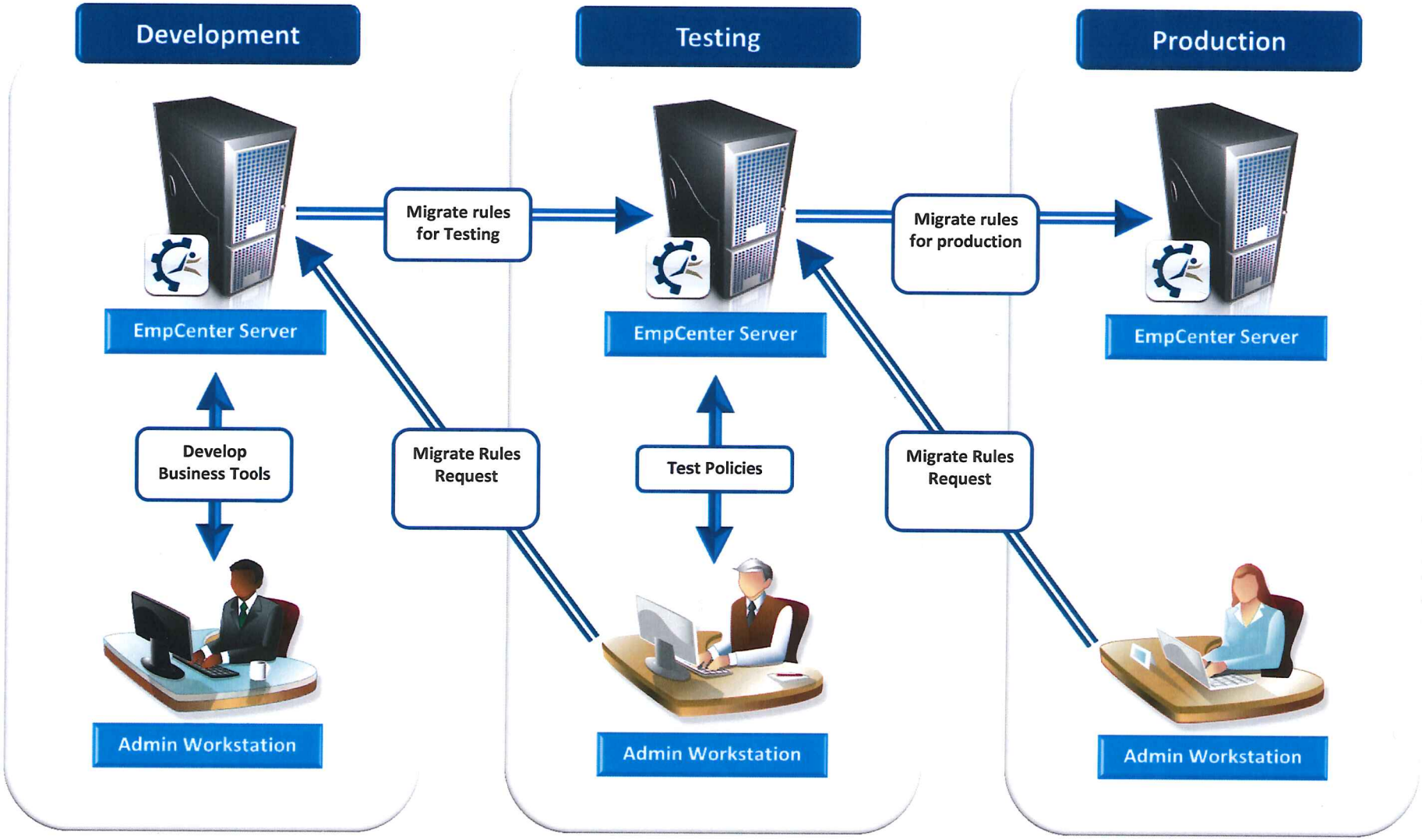
Select criteria to process... | Ready

WorkForce SOFTWARE

8.2 Data Overview

WorkForce SOFTWARE

8.1 Policy Migration



WorkForce SOFTWARE

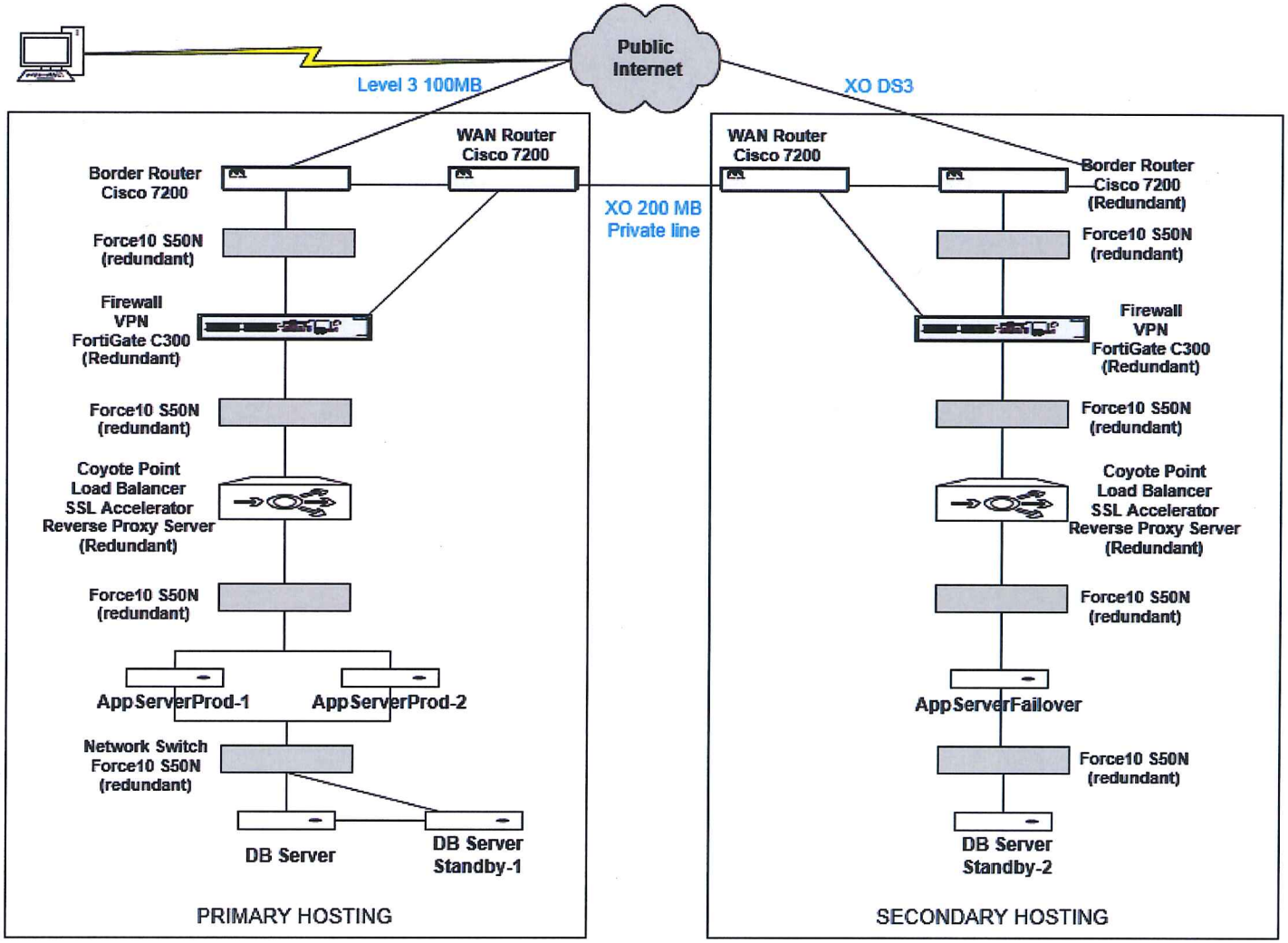
8.2 Data Overview

- **Describe in detail how your solution manages large data requests (with potential for high resource unitization) by an authorized user with broad reporting access.**
  - (e.g. query for "smith" for all payroll periods over 7 years)
- **Describe in detail your solution's ability to address a "partial" recovery and restoration to a prior state.**
  - (e.g. recover and restore a single agency or a sub set of an agency without disrupting other production data)
  - (e.g. back out transactions applied as a result of loading the wrong file)
- **Describe in detail your solution's ability to support an Agency's initial data migration into the TLA Solution.**
  - (e.g. adding a new agency's data without affecting the other already participating agencies.)
- **Describe in detail how your solution manages its data dictionary to support consumption in business rules and services.**
- **Describe in detail how your solution can expose its data to external business intelligence (BI) systems.**
  - (e.g. your approach toward data sharing with DES BI functionality or an agency BI environment like the an Agency's Data Warehouse)
- **Describe in detail how your solution handles business intelligence needs (information analysis and reporting) in addition to transactional operations.**
- **Describe in detail how your solution supports large data queries and data extracts while maintaining performance requirements.**

8.2 Data Overview

Provide a detailed diagram:

- Physical
- Systems
- Data
- Data flows

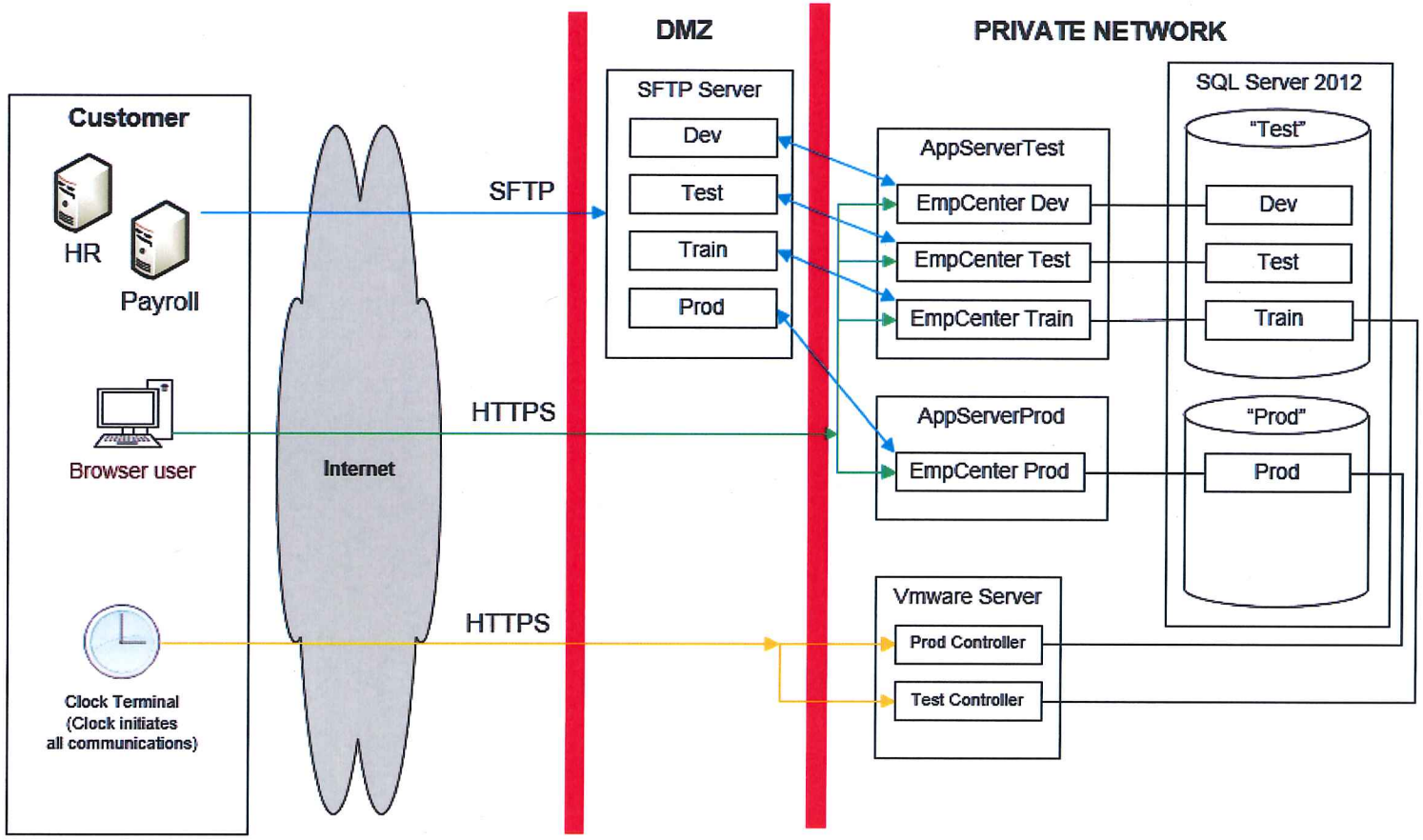


WorkForce SOFTWARE

8.2 Data Overview

Provide a detailed diagram:

- Physical
- Systems
- Data
- Data flows



WorkForce SOFTWARE

8.2 Data Overview

- **Describe in detail how your solution manages large data requests (with potential for high resource unitization) by an authorized user with broad reporting access.**
  - (e.g. query for “smith” for all payroll periods over 7 years)
  - EmpCenter can validate report parameters before the report is run to restrict the date ranges to reasonable values.
  - For running resource intensive reports over large date ranges data extracts may be loaded to a separate data warehouse.
  - FUTURE: Reports can be run from reporting server
    - » Server will have synchronous updates from primary DB server

WorkForce SOFTWARE

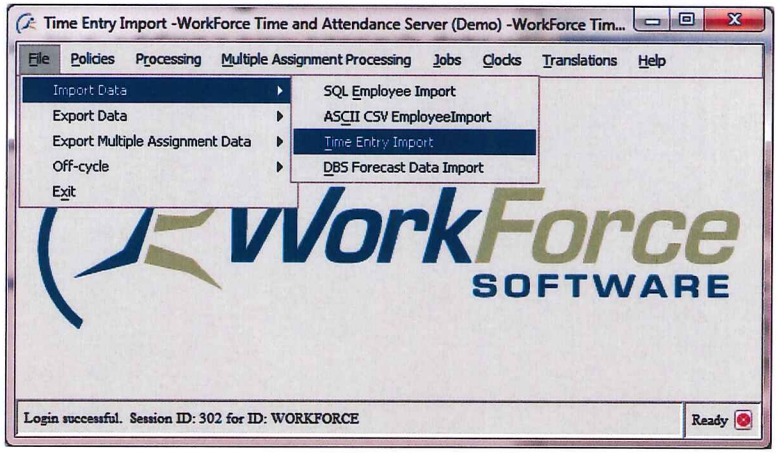
8.2 Data Overview

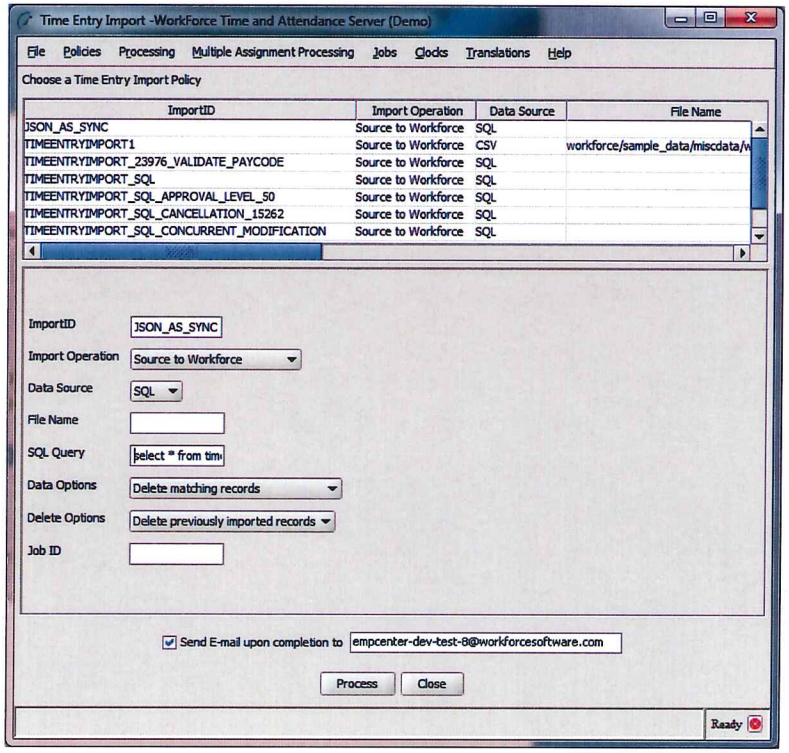
- **Describe in detail your solution's ability to address a "partial" recovery and restoration to a prior state.**
  - Recover and restore a single agency or a sub set of an agency without disrupting other production data)
    - » Cannot restore a single agency
    - » Can fix records with custom scripts
  - Back out transactions applied as a result of loading the wrong file
    - » Transactions can be backed out with custom scripts
    - » Scripts run by WFS Hosting Operations Team
    - » Must be approved by Change Advisory Board and customer

WorkForce SOFTWARE

8.2 Data Overview

- **Describe in detail your solution's ability to support an Agency's initial data migration into the TLA Solution.**
  - (e.g. adding a new agency's data without affecting the other already participating agencies.)
  - "Time Entry Import" feature may be used to load historical transactional data (timesheets, schedules, accruals etc) for each agency independent of other agencies.
  - All data loads are initially loaded into a test environment and tested before loading it to Production.





WorkForce SOFTWARE

8.2 Data Overview

- **Describe in detail how your solution manages its data dictionary to support consumption in business rules and services.**
  - The data dictionary and the configuration meta-data is stored along with the transactional data in the database.
  - Any custom fields used for a given configuration is fully accessible within all rules and EmpCenter formula language just like standard fields.
  - Use of custom fields is also fully supported within reports.
  - HTML documentation of the data dictionary is also available for report writers for writing custom reports.

8.2 Data Overview

- **Describe in detail how your solution can expose its data to external business intelligence (BI) systems.**
  - (e.g. your approach toward data sharing with DES BI functionality or an agency BI environment like the an Agency's Data Warehouse)
  - DES can perform data extracts from database to import into their own data warehouse.
  - Extracts can come from standby database server to reduce impact on production server.
  - Interface Connect may be used to export subset of data directly to an RDBMS or via flat files.
  - Depending on the business use-cases and the capability of the external BI system web services may also be used.
  - Database-to-database connections would use a site-to-site VPN to encrypt the traffic.

WorkForce SOFTWARE

8.2 Data Overview

- **Describe in detail how your solution handles business intelligence needs (information analysis and reporting) in addition to transactional operations.**
  - Business Objects reports against transactional database
  - Future: Report will run against report database (standby database server)
- **Describe in detail how your solution supports large data queries and data extracts while maintaining performance requirements.**
  - Report parameters can be validated before run to enforce reasonable values for parameters.
  - Data extracts can be done from a standby DB server
  - Synchronous replication provides up-to-the-second transactions
  - Prevents impact on transactional processing

WorkForce SOFTWARE

8.2 Data Overview

- **TC-004 - The TLA Solution must interface with SAP HCM model.**
  - WorkForce Software has extensive experience interfacing with SAP HR and Payroll systems using file based data exchange.
- **TC-005 – The TLA Solution will provide appropriate feedback to TLA Solution users regarding success/failure of TLA Solution operations.**
  - Success/failures of most operations are indicated on screen in appropriate functional areas.
- **TC-006 – The TLA Solution will provide the user with notification of a failed transaction.**
  - Failed transactions due to invalid input, technical or business rule violations can provide user notification.
- **TC-007 - The TLA Solution must provide a means for multiple users to concurrently access or modify records.**
  - Concurrent connections are supported in the system. Concurrent edits to the same record by different users is detected and the last user is notified of the conflict so that they can make the edit with the most recent changes in the system.

WorkForce SOFTWARE

8.2 Data Overview

- **TC-008 – The TLA Solution will allow custom data fields to be used in the decision logic for a business rule.**
  - The system supports an unlimited number of user defined fields on the employee record, time entry records, and other tables. Each user defined field can be labeled according to your requirements and used in the business logic, as required.
- **TC-009 – The TLA Solution will allow a TLA Solution administrator to manually stop TLA Solution processes**
  - The administrator does not have the capability to stop reports or searches that are in process. The administrator does have the ability, in some cases, to stop batch jobs that are in process. Not all types of batch jobs support the ability to be stopped mid-process.

WorkForce SOFTWARE

8.2 Data Overview

- **TC-010 – The TLA Solution will utilize a configurable maximum number of records allowed for retrieval for the user.**
  - Our solution does not offer the ability to configure a maximum number of records for standard or ad-hoc reports. We do offer the capability to specify a maximum number of records in certain areas of the system to help manage performance in cases where substantially more records could be returned and result in performance issues.
- **TC-011 – The TLA Solution will provide the ability to manage data in accordance with a configurable record retention policy (e.g. archive, retain, retrieve, purge).**
  - An application tool is available that allows information to be archived at intervals determined by the customer. Database scripts are provided to archive and restore historical information.

WorkForce SOFTWARE

8.2 Data Overview

- **TC-012 – The TLA Solution will comply with the records retention policy as described in Washington Secretary of State, Washington State Archives, Records Management, Inventorying and Scheduling Guidelines.**
  - Our archiving solution allows us to destroy records after six years per your policy: "Retain for 6 years after end of fiscal year then Destroy." At the end of each fiscal year, we would run the script to destroy data older then 6 years.
- **TC-013 – The TLA Solution will provide the ability to backup data and configuration on a schedule or by demand.**
  - We have a fixed backup schedule. Full database backups are performed nightly. Four days of backups are maintained on disk-based backup servers at both the Primary Hosting Facility and offsite at the Secondary Hosting Facility. Daily tape backups of the data are retained two weeks, weekly tape backups are retained for two months, monthly tape backups are retained for one year, and annual backups are retained for seven years. Encrypted tapes are taken offsite to Iron Mountain weekly. We also perform backups before large configuration changes. No downtime is required for backups. On-demand backups are available as a time and materials offering.
- **TC-014 – The TLA Solution will provide the ability to retrieve back-up data to include, but not limited to, each of the following levels: state-wide level (all data), agency level (partial data)**
  - All data is stored in the same database. Retrieving backup data retrieves all data. Partial data (i.e., agency level data) cannot be retrieved separately.

WorkForce SOFTWARE

8.2 Data Overview

- **TC-015 – The TLA Solution will provide the ability to restore data from a back-up file to the production data set, to include, but not limited to: state-wide level (all data), agency level (partial data)**
  - Data from a backup cannot be added to an existing database. The database restore would replace all data in the production data set.
- **TC-016 – The TLA Solution will provide the ability to archive data and configuration on a schedule or by demand.**
  - Although we provide the ability to archive data, most customers keep all their data online. We can archive data (typically on a annual basis) but we cannot archive on-demand.
- **TC-062 – The TLA Solution will allow agency specific configuration. Agency data should be able to be changed without impacting other agency configuration data or operations.**
  - Each Agency can be configured with its own business rules and changes to the business rules can be specific to that Agency and not impact other configured Agency rules or data.

WorkForce SOFTWARE

8.3 Integration & Interfaces Capabilities

WorkForce SOFTWARE

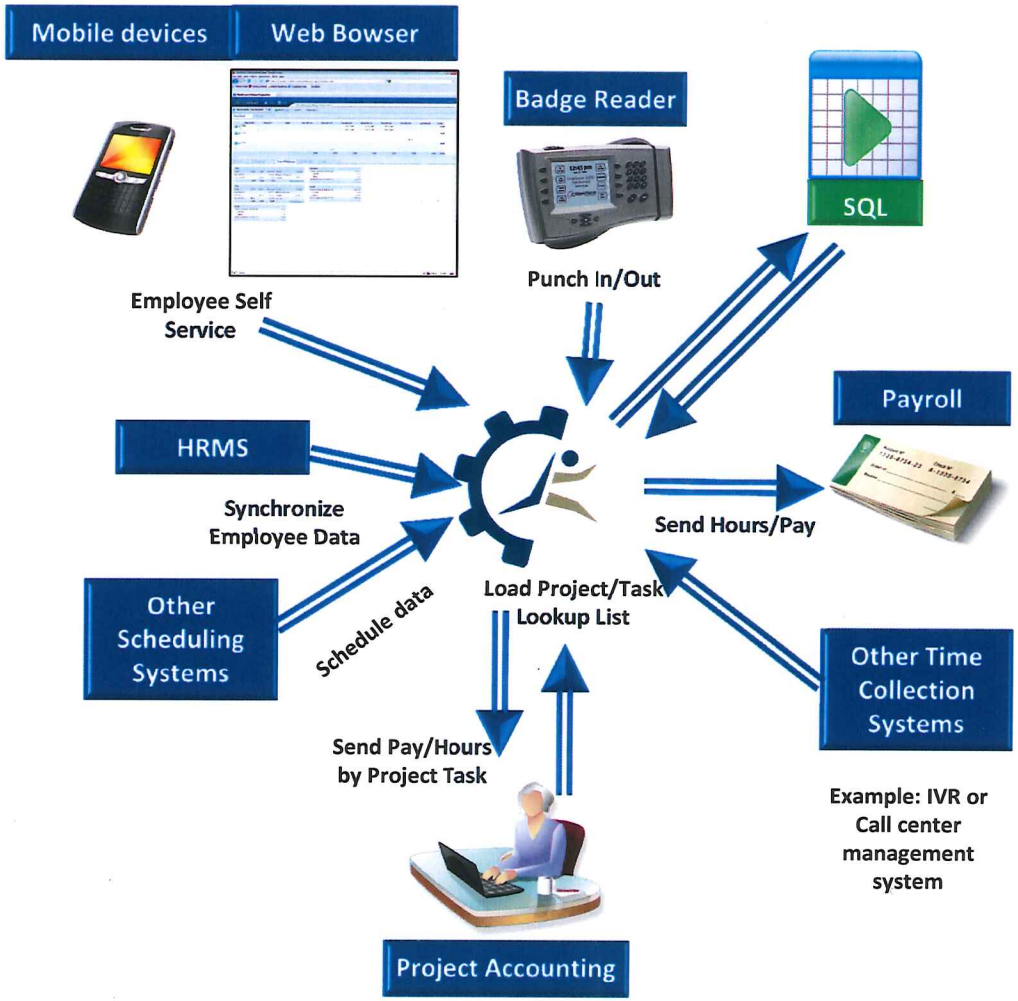
8.3 Integration and Interface capabilities

1. Present and discuss in detail all APIs provided by your solution, with the primary focus on integration with SAP\HCM both as a consumer and provider.
2. Present and discuss in detail any APIs or interface capabilities provided by add-ons or 3rd party applications in support of your proposed solution.
3. Present and discuss/demonstrate in detail any tools or utilities provided as part of your solution in support of external system integration or provisioning of interfaces.
4. Present and designate in detail the endpoint address, port and binding protocol for calling the external application[s].

WorkForce SOFTWARE

8.3 Interface Connect

- **Interface Connect allows exchange of data with upstream and downstream systems.**
- **Supported data formats include:**
  - Exchanging data using industry specific ASCII CSV file formats via SFTP, SCP and PGP-encrypted files over FTP
  - Web Services over HTTPS
  - Message Queues (IBM WebSpshere MQ and similar)
  - Directly connecting to an RDBMS over a site-to-site VPN



WorkForce SOFTWARE

8.3 Interface Connect Scripting

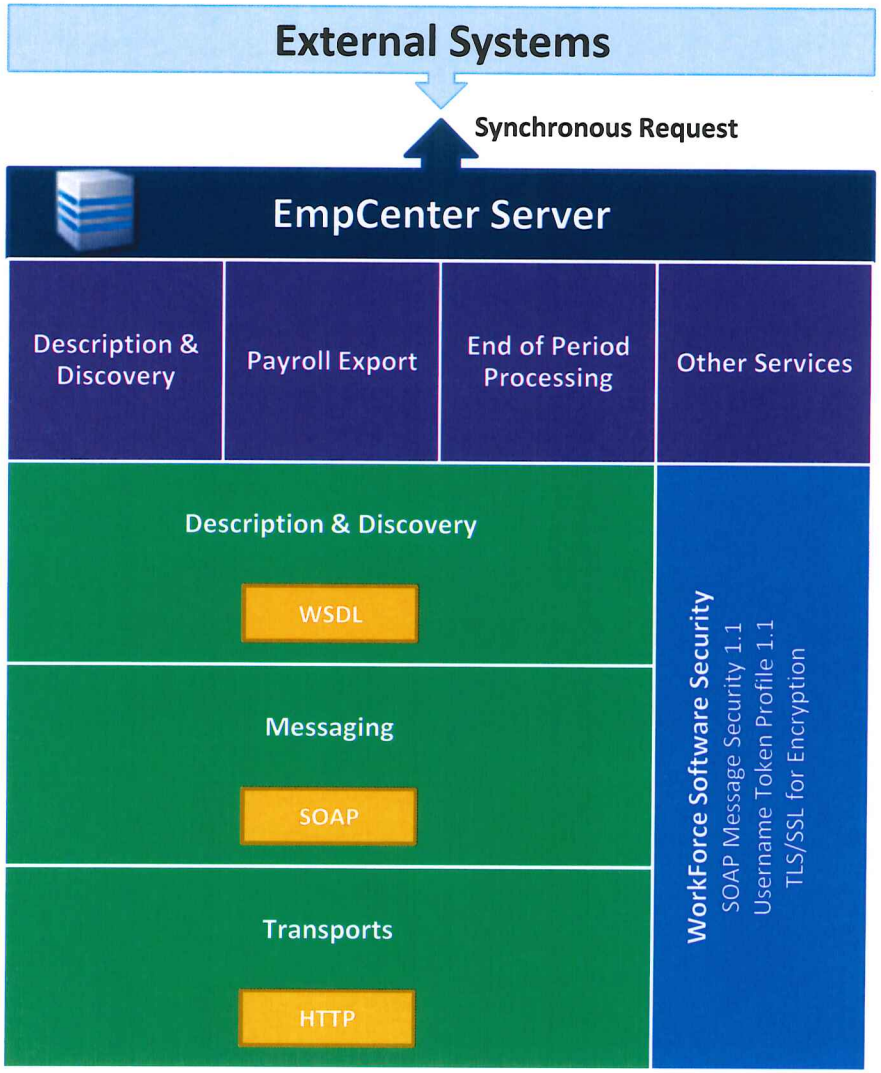
```
// Example - Map HR data to WorkForce data.

...
if ( sql.unionEmployee == 'Y' && sql.unionName == 'IBEW 702' )
     employee.policy_profile = 'IBEW_702_ED';
else if ( sql.unionEmployee == 'Y' && sql.unionName == 'TEAM 135'
    )
     employee.policy_profile = 'TEAM_135';
else if ( sql.unionEmployee == 'Y' && sql.unionName == 'UWUA 175'
    )
     employee.policy_profile = 'VEDO_REGULAR';

employee.last_name = sql.lastName;
if ( sql.knownAs != "" )
     employee.first_name = sql.knownAs;
else
     employee.first_name = sql.firstName;
...
```

8.3 Leveraging Web Services: Advantages

- **Real time validation of input data against external systems**
  - E.g. Work Order, Project Management, etc
- **Real time updates of HR data**
- **Ability to publish data from EmpCenter:**
  - Accruals
  - Timesheet warnings or errors
  - Time off requests
  - Compliance violations
  - Punch data
- **Standard web services API for common scenarios.**
- **New services can be added as needed via configuration without any customization.**



WorkForce SOFTWARE

8.3 Standard Web services API

Policy Editor -Sandbox

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

Migrate Comment

- Labor Distribution
- Other
- Employee Self Service
- Time Clocks
- Reports
- Advanced Scheduler
- Web services
  - Web Service Parameter
  - Web Service Definition
  - Web service
    - E2G_APPROVE_TIME_OFF_REQUEST
    - E2G_APPROVE_TIME_SHEET
    - E2G_CHANGE_TIME_OFF_REQUEST_STATUS
    - E2G_EXTENDED_PUNCH
    - E2G_GET_APPROVAL_TASKS
    - E2G_GET_ASSIGNMENT_LOCAL_TIME_FOR_PUN
    - E2G_GET_CLOCK_EMPLOYEES
    - E2G_GET_DATA_FILE
    - E2G_GET_E2G_USERS
    - E2G_GET_EMPLOYEE_LIST
    - E2G_GET_EXISTING_TOR_SCREEN_CONFIG
    - E2G_GET_PERIODS
    - E2G_GET_TIME_OFF_REQUEST_DETAILS
    - E2G_GET_TOR_DEFAULT_ROWS
    - E2G_GET_TOR_DETAILS
    - E2G_GET_TOR_SCREEN_CONFIG
    - E2G_GET_VERSION
    - E2G_GET_WORK_FEED
    - E2G_LOGIN
    - E2G_PUNCH
    - E2G_REJECT_TIME_OFF_REQUEST
    - E2G_REJECT_TIME_SHEET
    - E2G_SUBMIT_TIME_OFF_REQUEST

E2G_GET_APPROVAL_TASKS

Main | Script | Input Parameters | Categories | Security

Web Service Id	E2G_GET_APPROVAL_TASKS
Web Service Name	E2G_getApprovalTasks
Overview	<p>Fetch a list of tasks for all employees reporting directly to the specified manager requiring manager approval. This service does not take any parameter. The approval tasks for the user making the request are
Short Description	Gets tasks requiring approval for manager
Long Description	Fetches a list of tasks for all employees reporting directly to the specified manager re
Version	1
Return Type	Custom Type
Return Type Documentation	
Custom Type	E2G_APPROVAL_TASK Provides a list of all unapproved timesheet and time-off r
Choice Id	
Is List	☑
Enable MTOM	☑
Disable SOAP with Attachment	☐
Allow Plaintext Passwords	☐
Use provided WSDL	☐

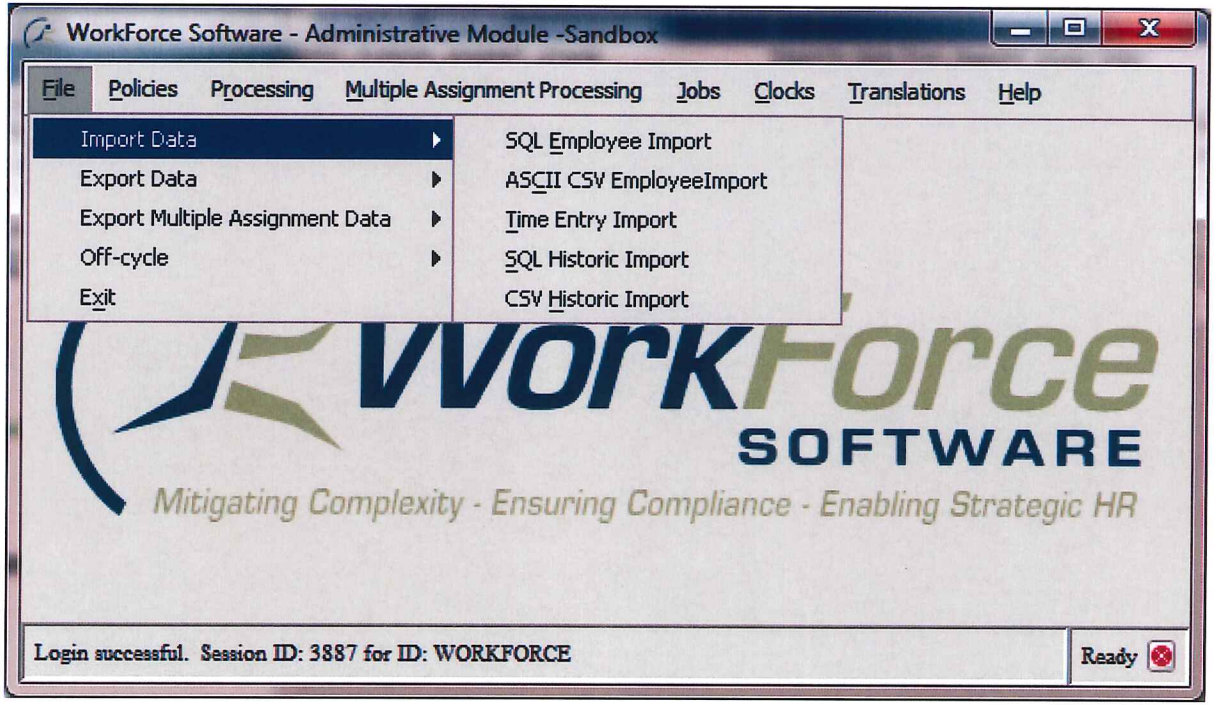
History | Usage Links | Filter | Find Results | Validate All

Display ready | Data received

WorkForce SOFTWARE

8.3 HR imports from HCM solutions like SAP

- SAP interfaces for HR and payroll are typically flat files based.
- Sierra Infosys is a WFS partner that provides additional SAP domain expertise if needed.



WorkForce SOFTWARE

8.3 Endpoint definitions for calling external systems

Policy Editor -WorkForce Time and Attendance Server (Demo)

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

Migrate

CLIENT_DATE_RETURN_TEST
CLIENT_DATE_TEST
CLIENT_DATE_TIME_ARRAY_RETURN_TEST
CLIENT_DATE_TIME_ARRAY_TEST
CLIENT_DATE_TIME_RETURN_TEST
CLIENT_DATE_TIME_TEST
CLIENT_E2G_APPROVE_TIME_OFF_REQUEST
CLIENT_E2G_APPROVE_TIME_SHEET
CLIENT_E2G_APPROVE_TIME_SHEET_2
CLIENT_E2G_CHANGE_TIME_OFF_REQUEST_STA
CLIENT_E2G_EXTENDED_PUNCH
CLIENT_E2G_EXTENDED_PUNCH_2
CLIENT_E2G_GET_APPROVAL_TASKS
CLIENT_E2G_GET_ASSIGNMENT_LOCAL_TIME_FC
CLIENT_E2G_GET_CLOCK_EMPLOYEES
CLIENT_E2G_GET_CLOCK_EMPLOYEES_WITH_SU
CLIENT_E2G_GET_CLOCK_EMPLOYEES_WSTEST2
CLIENT_E2G_GET_DATA_FILE
CLIENT_E2G_GET_EMPLOYEE_LIST
CLIENT_E2G_GET_EXISTING_TOR_SCREEN_CONF
CLIENT_E2G_GET_PERIODS
CLIENT_E2G_GET_TIME_OFF_REQUEST_DETAILS
CLIENT_E2G_GET_TOR_DEFAULT_ROWS

CLIENT_E2G_GET_APPROVAL_TASKS

Main | Options | Authentication | Security

Web Service Id	CLIENT_E2G_GET_APPROVAL_TASKS
Web Service Name	ClientE2gGetApprovalTasks
Web Service URL	http://localhost:${port}/workforce/services/E2G_getApprovalTask
Short description	Calls web service which tests E2G_getApprovalTasks web service.
Web Service Binding Type	SOAP 1.2
HTTP Operation	POST
Policy Source	
Policy Version	
Overwrite Manual Edits	☐
Policy Upgrade Log	

History | Usage Links | Filter | Find Results | Validate All

Policies saved

Ready

WorkForce SOFTWARE

8.3 Interface Connect Advantage

- Built in to the EmpCenter product as a key feature
- Allows ETL operations with configuration eliminating the need for custom coding.
- Implementing interfaces as configuration enables easy upgrades to newer version of EmpCenter as the interfaces don't need to be compiled again.

WorkForce SOFTWARE

8.3 Integration and Interface Capabilities

- **TC-021 – The TLA Solution should have the ability to "push" transaction data in near real-time to a diverse range of configurable external service endpoints using a wide range of implementations.**
  - EmpCenter may be configured to push transactions in near real-time to external applications using web services or a message queue.
- **TC-022 – The TLA Solution must support service oriented endpoints to receive updates in near real-time OR must supply API supporting data updates.**
  - EmpCenter supports web services that can be configured to receive data updates in real-time.
- **TC-023 – The TLA Solution must have the ability to manually initiate inbound data transfers at any time.**
  - Our fully integrated Interface Connect lets EmpCenter exchange data with most business applications, in many file formats or a direct interface using SQL or other APIs. No custom programming is required and pre-built interface templates with numerous systems are available. The Interface Connect approach grows with our customers as their needs change and can support a variety of data exchange methods. EmpCenter provides out of the box functionality that includes standard import and export routines to many ERP, HR and payroll systems.

WorkForce SOFTWARE

8.3 Integration and Interface Capabilities

- **TC-024 – The scheduling feature must be configurable to support any number of import events. Each import event should be configurable to indicate the transfer protocol, service endpoint, data filtration and transformation mappings.**
  - Each scheduled interface can be configured with its own schedule.
- **TC-025 – The TLA Solution must be able to configure transaction data being consumed from external TLA Solutions using a number of different formatting standards.**
  - Our fully integrated Interface Connect lets EmpCenter exchange data with most business applications, in many file formats or a direct interface using SQL or other APIs.
- **TC-026 – See TC-023**
- **TC-027 – The scheduling feature must be configurable to support any number of export events. Each export event should be configurable to indicate the transfer protocol, service endpoint, and data filtration and transformation mappings.**
  - Each scheduled interface can be configured with its own schedule.

WorkForce SOFTWARE

8.3 Integration and Interface Capabilities

- **TC-028 – DES maintains its own critical data warehouse solutions, the TLA Solution must also allow for complete flexibility in periodic data extracts to support DES data warehouse refreshment, synchronization and reconciliation. The TLA Solution will allow data including, but not limited to, each of the following to be included in a data transfer:**
  - prior pay period
  - current pay period
  - future pay period

  - Our Interface Connect integration tool allows for any data from our database to be extracted. Data can be extracted for any timeframe, including prior pay period, current pay period or future periods as required.

WorkForce SOFTWARE

8.3 Integration and Interface Capabilities

- **TC-029 – The TLA Solution must have the ability to schedule data transfers to external TLA Solutions, using the Secure File Transfer protocol (SSL over FTP). End point designation must be configurable.**
  - Transmissions to and from EmpCenter are kept secure using SSL technology
- **TC-030 – When calling a function from an external TLA Solution, the solution must have the ability to detect when the transition fails and act accordingly.**
  - If a call to an external TLA Solution fails, EmpCenter can detect the failure of transmission and log the status as well as generate email notifications, if configured.
- **TC-031 – When the solution is called by an external TLA Solution, it must have the ability to communicate to the calling TLA Solution the results of the request.**
  - EmpCenter web services work synchronously and provide results of the requests to the calling applications.

WorkForce SOFTWARE

8.3 Integration and Interface Capabilities

- **TC-032 – The TLA Solution will use business rules to perform validation on data received from another TLA Solution or process. Business rules may be configured separately for add, change, delete.**
  - EmpCenter in general can import data from an external TLA solution and apply configured rules. The data is imported as a batch per employee for a pay period. EmpCenter does not track individual records imported from the external system and changes to them.
- **TC-033 – The TLA Solution should be able to transform data received from external TLA Solutions. Such transformations should support inclusion/exclusion of data attributes and remapping of data elements as necessary for TLA Solution integration (e.g. changing a date format from mm/dd/yyyy to YYYYMMDD format). The mapping/transformation process must be configurable through an administrative interface.**
  - EmpCenter neatly solves data exchange problems with its fully integrated Interface Connect technology. It is a universal tool that can be used to import files, export files, or connect directly to one or many databases. Functions such as data translation and field mapping can be configured as part of the interface. We can export data in a standard industry-readable format.
- **TC-034 – The TLA Solution will provide an audit trail of integration activities.**
  - EmpCenter can track all changes to records within the database along with the source of the change in the audit trail. In the case of integration jobs the audit records indicate the job that caused the change.

8.4 Integration & Interfaces Future Vision

WorkForce SOFTWARE

8.4 Integration and Interfaces (Future Vision)

- **Present in detail how you intend to improve / expand integration with SAP\HCM both as a consumer and provider of data.**
  - SAP Payroll and HR integration based on flat files already in place.
  - Standard integration with SAP Cloud Payroll is currently in development. General availability Q4 2013.
- **Present in detail how the solution will integrate with other DES systems in near real-time.**
  - EmpCenter is currently capable of Real-time integration using web services.
  - Processing messages from a message queue is also currently supported.
  - Support for publish/subscribe model may be added based on customer demand.

WorkForce SOFTWARE

8.4 Integration and Interfaces (Future Vision)

- **Describe in detail your strategic direction for service orientation.**
  - New web services will be added to EmpCenter standard web service API to realize an SOA architecture.
- **Describe in detail any standards, patterns and protocols that you will be using in order to accomplish your strategic vision.**
  - A comprehensive web service API based on open standards like SOAP, WSDL, WS Security, WS Addressing etc. will be the primary mechanism to enable the strategic vision for an SOA architecture.
  - Support for publish/subscribe model for ESBs that are implemented using Message Oriented Middleware.
  - SAML and client-certificate based authentication for web services will be added.
- **Present in detail when you anticipate these service integration methods, discussed above, will be implemented in your production environment?**
  - These features are already on the roadmap. Prioritization of these for inclusion in the upcoming releases will be based on customer needs.

WorkForce SOFTWARE

8.5 Hosting

WorkForce SOFTWARE

8.5 Hosting

- Describe in detail your approach on scaling the proposed solution application capabilities to support up to 65,000 users.
- Describe in detail your approach on providing Disaster Recovery and Business Continuity for the proposed solution.
- Describe in detail your approach toward avoiding and detecting inappropriate access, intrusion or breach. Include typical vulnerabilities such as:
  - XSS
  - XSRF
  - SQL injection
  - Other as mentioned in OWASP best practices

WorkForce SOFTWARE

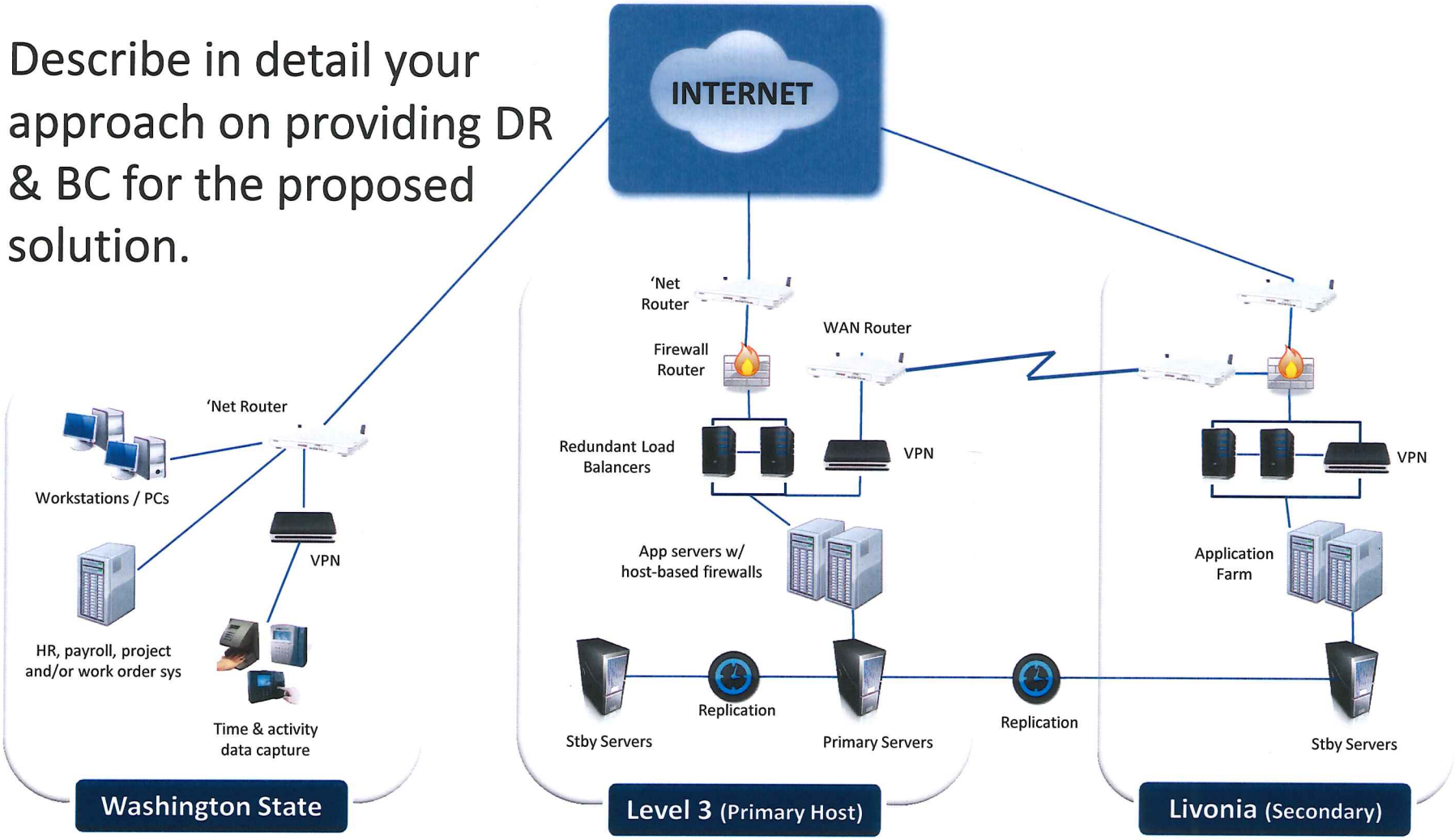
8.5 Hosting

- Describe in detail your approach on scaling the proposed solution application capabilities to support up to 65,000 users.
  - Single database server and single application server can handle load, but…
  - Will load balance app servers to provide additional redundancy
  - Will use SQL Server 2012 AlwaysOn Availability Clusters to provide redundancy

WorkForce SOFTWARE

8.5 Hosting

Describe in detail your approach on providing DR & BC for the proposed solution.



WorkForce SOFTWARE

8.5 Hosting

Describe in detail your approach on providing Disaster Recovery and Business Continuity for the proposed solution (continued).

- Servers, network, storage
  - Redundant NICs connected to redundant network switches
  - Redundant SAN interfaces connected to redundant SAN switches
  - Redundant power supplies connected to redundant PDUs
  - Each DB server in a “row” connected to a separate SAN
  - RAID 50 SSD / RAID 10 SATA SANs

WorkForce SOFTWARE

8.5 Hosting

- Describe in detail your approach toward avoiding and detecting inappropriate access, intrusion or breach. Include typical vulnerabilities such as: XSS, XSRF, SQL injection, Other as mentioned in OWASP best practices
- Software development practices to avoid breaches:
  - Our web developers and IT staff keep up to date on security vulnerabilities and adjust coding practices to best avoid problems such as those identified in the OWASP Top Ten.
  - Our software development process includes a stringent peer code review process that checks for quality, efficiency, code safety, and looks for well-known security vulnerabilities.
  - All code is peer reviewed.
  - Web Application Security Testing by Dell SecureWorks
    - Next scheduled test: August 2014 on 9.4 release
- Intrusion detection in hosting environment
  - Host-based and network based intrusion detection
  - Event log correlation: In-house today, to be outsourced.
  - Monthly vulnerability scanning by WFS
  - Quarterly vulnerability scanning and annual penetration testing by Dell SecureWorks

WorkForce SOFTWARE

8.5 Hosting

- **TC-017 – The TLA Solution will provide data recovery capability that adheres to the OCIO Disaster Recovery and Business Resumption Standard 151.10,**
  - Database standby servers are maintained at the Primary Hosting Facility and updated every 15 minutes. Database standby servers are also maintained at the Secondary Hosting Facility and updated once an hour. Note that we are moving to technology that allows for synchronous replication between the primary and standby database servers at our Primary Hosting Facility, and asynchronous replication to the standby server at our Secondary Hosting Facility. The is expected to reduce the RPO to 15 minutes or less. The State of Washington will take advantage of the newer architecture
  - Full Database backups are performed nightly. Four days of database backups are maintained on disk-based backup servers at both the Primary Hosting Facility and offsite at the Secondary Hosting Facility. Daily tape backups of the data are retained for two weeks, weekly tape backups are retained for two months, monthly tape backups are retained for one year, and annual backups are retained for seven years. No downtime is required for backups. Encrypted tapes are taken offsite to Iron Mountain weekly.
  - Besides our Primary Hosting Facility with Level 3, WorkForce Software maintains a Secondary Hosting Facility at our Livonia offices. For every server at the Primary Hosting Facility, we maintain an identical server in Secondary Hosting Facility. Data and applications are routinely replicated from the Primary to the Secondary failover servers and communication systems.
- **TC-018 – RTO: 5 hours**
- **TC-019 – RPO: 1.5 hours. We expect this to decrease RPO to 15 minutes by 2013 Q3.**

WorkForce SOFTWARE

8.5 Hosting

- **TC-020 – The TLA Solution will have a defined process to allow the customer to reach 8hr RPO and a 15 minute RTO in a premise hosted solution.**
  - In an on-premise solution, database backup and recovery facilities are provided as part of the DBMS system, which is administered by your DBA. Recovery times are dependent on those factors. In EmpCenter, all system activity is saved to the application's database tables. An application tool is available that allows information to be archived at intervals determined by the customer. Database scripts are provided to archive and restore historical information.
- **TC-035 – The TLA Solution must comply with the Washington State Office of the Chief Information Officer IT Security Policy 141, and IT Security Standards 141.10.**
  - The EmpCenter environment complies with the Washington State Office of the Chief information Officer IT Security Policy 141, and IT Security Standards 141.10.
- **TC-037 – If the solution is not hosted in a state facility, it will use a ISO 27001/2 compliant hosting facility.**
  - Although we use ISO 27001/27002, NIST, and other standards for guidance, we are not audited against those standards as our methodologies differ somewhat. We do have SSAE 16 Type II, ISAE 3402 Type II audits, and SOC 2 Type II audit, which has greater applicability for our product and industry.

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

- **Authentication**
  - SSO
  - LDAP / Active directory
  - WorkForce

- **Authorization**
  - Roles based security
  - Field level access control
  - Roles assigned based on imported HR data

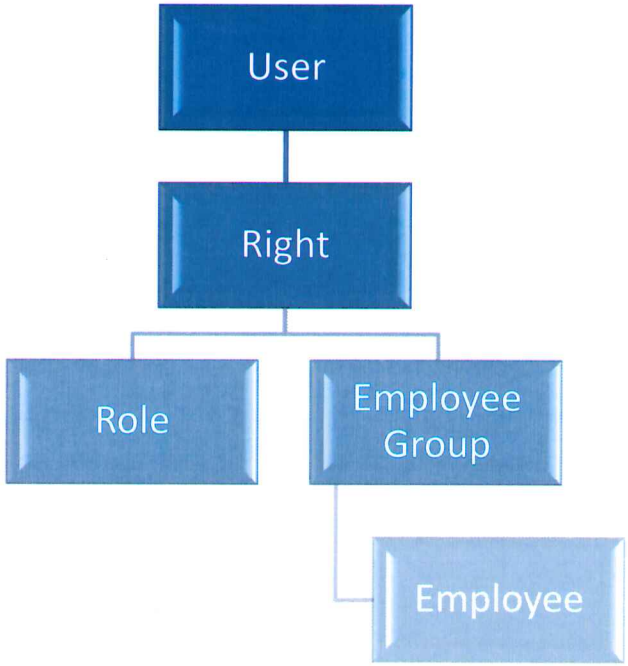
- **Strong AES encryption for sensitive data**

- **Full audit trail to track all changes to data**

WorkForce SOFTWARE

8.6 Security: Role-based privileges

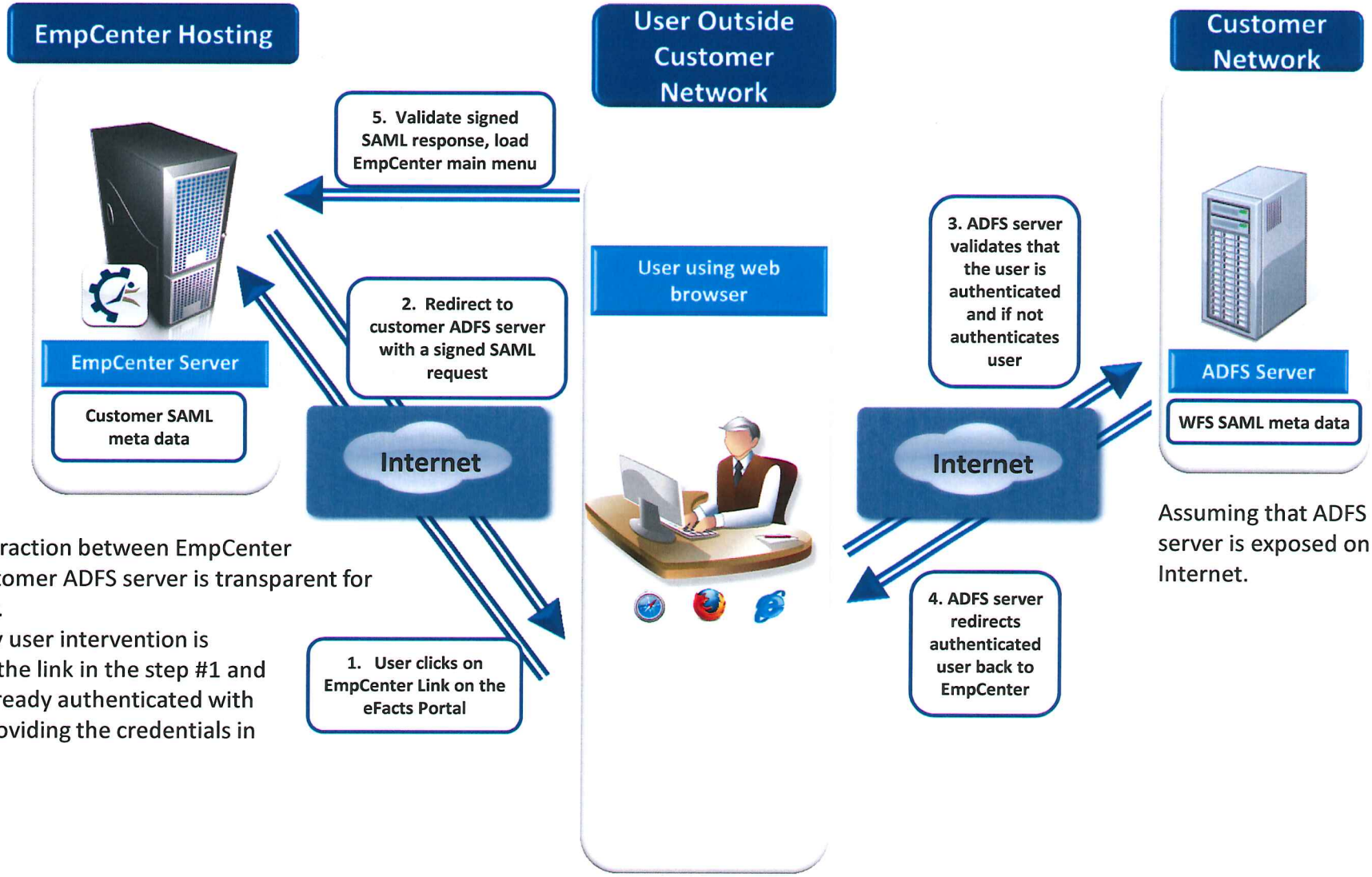
- **Employee groups**
  - Defined based on ANY criteria
    - » Job title, department, etc…
    - » Typically assigned based on HR data
- **Example: JOHN SMITH has two roles**
  - *Manager* role for employees in Dept. A
    - » *Manager* rights -> edit time sheets and schedules, approve time
  - *Assistant Manager* role for employees in Dept. B
    - » *Assistant Manager* rights -> edit time sheets
- **Full support for Delegation**



WorkForce SOFTWARE

8.6 SSO Via SAML 2.0 Web Browser SSO Profile

SP initiated, Redirect / POST Binding



The interaction between EmpCenter and customer ADFS server is transparent for the user.
The only user intervention is clicking the link in the step #1 and If not already authenticated with ADFS providing the credentials in step #3.

Assuming that ADFS server is exposed on the Internet.

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

- **Describe in detail your approach to securing system integration activities**
  - All manual invocations of interfaces with other systems are run under authorized user accounts and audited.
  - Scheduled interfaces are run under application's system account and audited.
- **Describe in detail your solution's user authorization / security model.**
- **Describe in detail how roles are managed.**
  - EmpCenter automates the assignment of the user role and privileges well as defining the manager/employee relationships using the HR data feed from the HCM system.
  - The HR feed is run on a schedule to keep this information in sync with the HCM system.

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

- **Describe in detail how electronic and digital technologies signatures are used and have been incorporated into your solution.**
  - Submission of the timesheet by an employee constitutes an electronic signature by the employee.
  - Manager's approval of the employee timesheet signs the timesheet locking it from further changes.
  - Manager may also electronically sign to override timesheet exceptions by checking them off on the employee timesheet.
- **Describe in detail the configuration of time-out periods for specific user groups.**
  - The application timeouts are not configurable by user groups. The global timeout for all users may be changed by editing the application configuration.
- **Describe in detail how your solution will force re-authentication after a configurable period of inactivity.**
  - The application server (Tomcat) manages user sessions and after a configurable period of inactivity automatically times out the user session.

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

- **TC-046 – The TLA Solution will allow for the association of security rights to user roles to include, but not be limited to:**
  - field level (e.g. viewing a comment, modifying a field value)
  - screen/page level
  - module level (e.g. timekeeping, leave management, scheduling)
  - report level (e.g. set which specific reports the user can access)
  - search level (e.g. set which specific searches the user can run)
  - work list level (e.g. set which specific work lists the user can access)
  - EmpCenter security is role-based. Different roles (e.g., employee, manager, timekeeper, payroll administrator, etc.) can be defined along with the specific features, fields, and codes each role may access. The levels of access are completely configurable. Our product ships with several preconfigured roles. You can define as many roles as you like and assign a different set of rights to each. The ability to add roles and rights is a secured function. The system administrator is usually authorized to set up and maintain security in the system.

WorkForce SOFTWARE

8.6 Authentication, Authorization and Identity management

- **TC-053 – The TLA Solution will force re-authentication after a certain time of inactivity.**
  - Session termination after inactivity is fully supported and the period of inactivity is configurable.
- **TC-054 – The TLA Solution will allow the time-out period to be configured by the user group.**
  - Time-out is configured globally and can not be defined by user group.

WorkForce SOFTWARE

8.7 Tools and Services

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail the ability for the State to monitor the health of the solution.**
  - (e.g. failed ETL processes, long-running processes, current user load and length of sessions, exceptional behaviors like repeated login failures or a high number of abandoned user sessions.)
- **Describe in detail the ability to configure and schedule processes and the ability to re-run failed processes.**
- **Describe in detail the ability to transfer data into and out of the TLA Solution's data stores (e.g. inbound and outbound ETL) on a configurable schedule or on demand.**
- **Describe in detail your data-transfer methods and protocols.**
- **Describe in detail the file formats available for batch transfers.**
- **Describe or demonstrate in detail data-transfer process configuration as a State system administrator would perform it.**
- **Describe in detail what platform requirements are necessary for primary user roles.**
  - System Administration
  - TLA User (time / leave entry / scheduling)
  - Any roles with unique platform requirements
- **Describe in detail how additional environments (QA, Testing etc.) will be created as needed. o Describe in detail how production data will be secured / masked in the additional lower environments(e.g. test, QA, Development) while maintaining referential integrity**
- **Describe in detail the ability for different Agency testers**

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail the ability for the State to monitor the health of the solution.**
  - All ETL jobs store a job log where detailed information about the status of the jobs and progress can be viewed using the administrative client.
  - The job logs may be emailed to designated users if the job has errors.
  - A web page within the application available for administrators provides detailed information about the health of the server including:
    - » List of current user sessions by role and ability to block and kill user sessions.
    - » SQL query execution times to detect performance issues on the database.
    - » Memory statistics
    - » CPU utilization

WorkForce SOFTWARE

8.7 Job Status Summary

Batch Job Status -WorkForce Time and Attendance Server (Demo)

File Policies Processing Multiple Assignment Processing Jobs Clocks Translations Help

All | My Jobs Only | 2013-06-24

Job ID	Description	Status	Time Remaining	Start Tim
14251602453	Recalculate Assignment Groups	Completed	Completed	2013-06-24 20:
14251602451	PC Payroll Import for ID: FULL_IMPORT_EMPLOYEE	Completed	Completed	2013-06-24 20:

Job ID = 14251602451
Description = PC Payroll Import for ID: FULL_IMPORT_EMPLOYEE
Status = Completed
Time Remaining = Completed
Start Time = 2013-06-24 20:41:38
No. Tasks = 1
Running Tasks = 0
Records = 0
Errors = 0
Warnings = 0
Messages = 28
User = WORKFORCE

Refresh | Close | Stop Job

View Log | Complete log

Ready

WorkForce SOFTWARE

8.7 Job Logs

Log for job 14251602451

Style Text Edit Search Problems

```
[SUMMARY]   2013-06-24 20:41:38 Job: PC Payroll Import for ID: FULL_IMPORT_EMPLOYEE created at: 2013-06-24 20:41:38
[INFO]   2013-06-24 20:41:38 Job priority: 99
[INFO]   2013-06-24 20:41:38 pc_pay_imp_control policy: FULL_IMPORT_EMPLOYEE
[INFO]   2013-06-24 20:41:38 Job assigned id of: 14251602451
[INFO]   2013-06-24 20:41:38 Status changed from: Running to Initializing
[INFO]   2013-06-24 20:41:38 Starting initialization
[INFO]   2013-06-24 20:41:38 Finished init for job
[SUMMARY]   2013-06-24 20:41:38 Initialization completed
[SUMMARY]   2013-06-24 20:41:38 There are a total of 1 tasks to be performed
[INFO]   2013-06-24 20:41:38 Status changed from: Initializing to Running
[INFO]   2013-06-24 20:41:38 Task: FULL_IMPORT_EMPLOYEE processing started
[INFO]   2013-06-24 20:41:38 Status changed from: Running to All tasks in process
[SUMMARY]   2013-06-24 20:41:38 IMPORT COMPLETED.
[SUMMARY]   2013-06-24 20:41:38 Total rows in import set: 0
[SUMMARY]   2013-06-24 20:41:38 Total rows retried in import set: 0
[SUMMARY]   2013-06-24 20:41:38 Rows with validation errors: 0
[SUMMARY]   2013-06-24 20:41:38 Rows with other errors: 0
[SUMMARY]   2013-06-24 20:41:38 Rows with warnings: 0
[INFO]   2013-06-24 20:41:38 Task: FULL_IMPORT_EMPLOYEE completed with results: Processed Successfully
[INFO]   2013-06-24 20:41:38 All tasks completed or aborted.  Running cleanup task
[INFO]   2013-06-24 20:41:38 Status changed from: All tasks in process to Completed
[SUMMARY]   2013-06-24 20:41:38 Tasks completed: 1 of 1
[INFO]   2013-06-24 20:41:38 Tasks which did not complete due to an internal exceptions: 0 of 1
[SUMMARY]   2013-06-24 20:41:38
[SUMMARY]   2013-06-24 20:41:38 Breakdown of completed tasks:
[SUMMARY]   2013-06-24 20:41:38 Category: Processed Successfully
[SUMMARY]   2013-06-24 20:41:38         1 SUCCESS (code: 0)
[INFO]   2013-06-24 20:41:38 Job completed
```

[row: 29] [col: 1]

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail the ability to configure and schedule processes and the ability to re-run failed processes.**
  - All interfaces may be scheduled and manually run at any time.
  - Covered in 8.1

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail the ability to transfer data into and out of the TLA Solution's data stores (e.g. inbound and outbound ETL) on a configurable schedule or on demand.**
  - Interface Connect allows configuration of both inbound and outbound ETL jobs that can be manually run or scheduled. (Covered in 8.1)
  - Describe in detail your data-transfer methods and protocols.
    - » SFTP, SCP, or PGP-encrypted files over FTP/SFTP/SCP
    - » Web Services
    - » Direct database access
  - Describe in detail the file formats available for batch transfers.
    - » Interface Connect can be configured to generate flat files in the format external system is expecting.
  - Describe or demonstrate in detail data-transfer process configuration as a State system administrator would perform it.
    - » State system administrator would use the administrative client to invoke the data transfer via a GUI. This functionality will be available in the web application by Q4 2013.

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail what platform requirements are necessary for primary user roles.**
  - System Administration
    - » Web browsers (IE, Safari, Chrome, Firefox)
    - » Java runtime installed and maintained via Oracle "Web Start" technology.
  - TLA User (time / leave entry / scheduling)
    - » Web browsers (IE, Safari, Chrome, Firefox)
  - Any roles with unique platform requirements
    - » Report writers would install Crystal Reports application for writing custom reports.
    - » Report writers may also need a web based VPN for connecting to the hosting environment.

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail how additional environments (QA, Testing etc.) will be created as needed.**
  - » Environments may be can be procured through a SOW or PCO.
- Describe in detail how production data will be secured / masked in the additional lower environments (e.g. test, QA, Development) while maintaining referential integrity.
  - » All environments have the same level of security as the "production" environment
  - » Data is not masked between environments
- Describe in detail the ability for different Agency testers to test within each environment without affecting other environments or configurations.
  - » Users can only view and modify data that they have access to based on their role.
  - » Agency specific configuration would be identified with naming conventions in the rule editor.

WorkForce SOFTWARE

8.7 Tools and Services

- **Describe in detail the services you will provided that ensures your TLA Solution is a sustainable technology:**
  - Help Desk services:
    - » Methods for contact: Phone, Email, Portal
    - » Hours of service: 24x7x365

WorkForce SOFTWARE

8.7 Tools and Services

WA Help Desk

Client Services Support Manager

- Single Point of Contact (Services and Support)
- Quarterly Support Reviews

Service Desk

- 24x7x365 for Support
- Incident Management

Web Based Service Request Tool

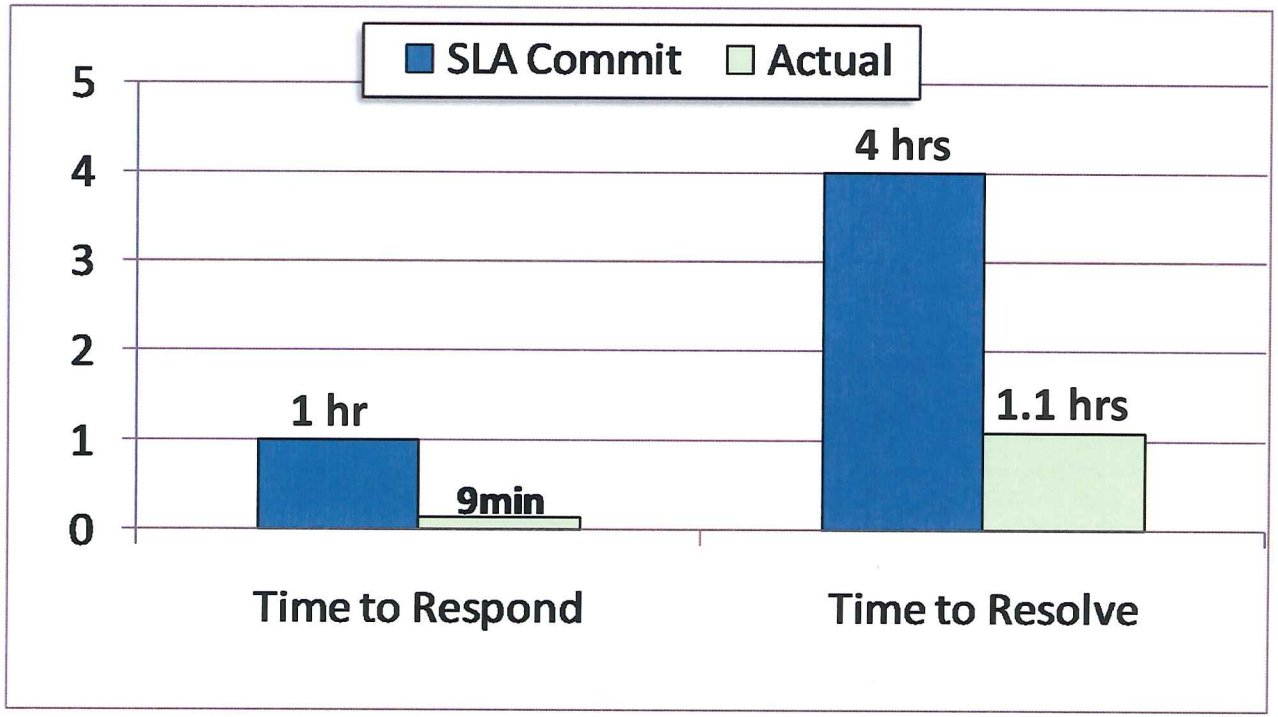
- Create/Review/Monitor tickets via the Customer Portal

Web Knowledge Base Support Tool

WorkForce SOFTWARE

8.7 Tools and Services

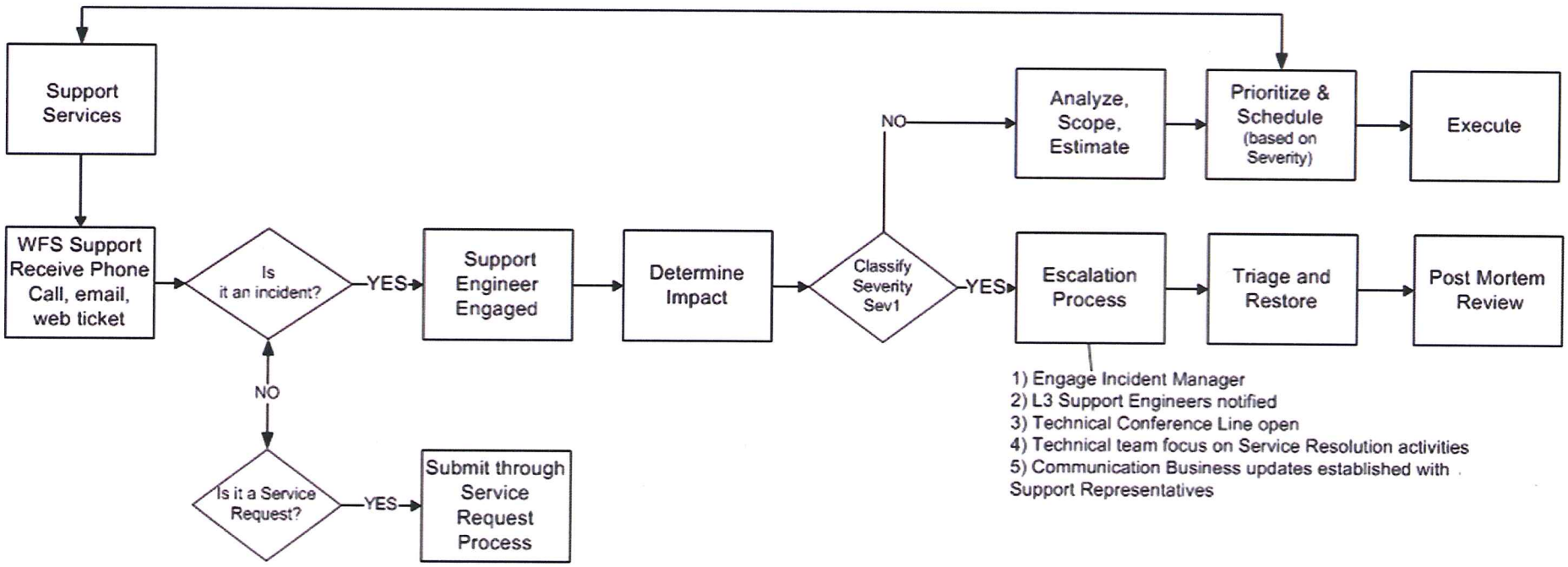
- Responsiveness far exceeds SLA commits



WorkForce SOFTWARE

8.7 Tools and Services

- Help Desk services (continued):
  - » Help Desk staff qualifications and response strategy for addressing unresolved problems of various levels of sensitivity and importance. If you have a tiered support structure, how are issues moved through the tiers?
  - » Support staff experienced with configuration, implementation.



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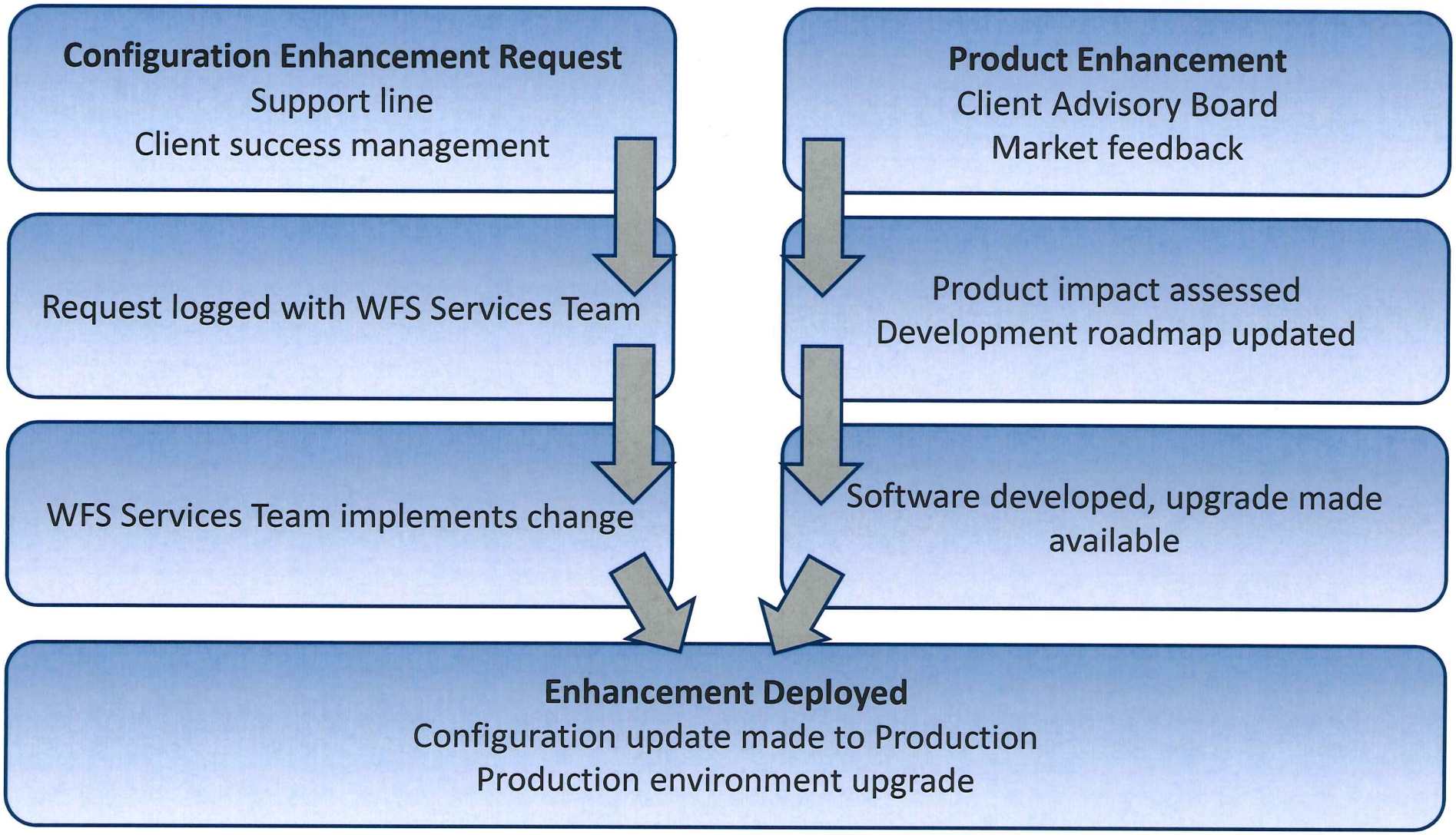
8.7 Ongoing Client Success Management

- **Ongoing support from Client Success Manager (CSM)**
  - Dedicated professional; open lines of communication
  - Measured on client satisfaction
  - Tasked with keeping clients informed

- **Primary and third-party market research**
  - Working with analyst groups & briefing thought leaders
  - Conducting our own polls & surveys
- **Established channels, regular meetings**
  - Client Board of Advisors (CBOA)
  - *Vision* User Conferences

WorkForce SOFTWARE

8.7 Configuration and Software Enhancements



WorkForce SOFTWARE

8.7 Tools and Services

- **Availability of technical experts and company decision makers who will actively contribute to the resolution of a technical problem report.**
  - Senior management monitors all Severity 1 issues
  - Dedicated Support Team, Support Dev, Hosting Operations technical experts
  - 24x7x365 coverage

WorkForce SOFTWARE

8.7 Tools and Services

- **Software release cycles and your approach to communication, training and collaboration to ensure continuity of client services.**
  - Releases:
    - » Major releases every 18 months
    - » Upgrades quarterly
    - » Patches as needed
  - Communications:
    - » Customer sent detailed release notes with every release

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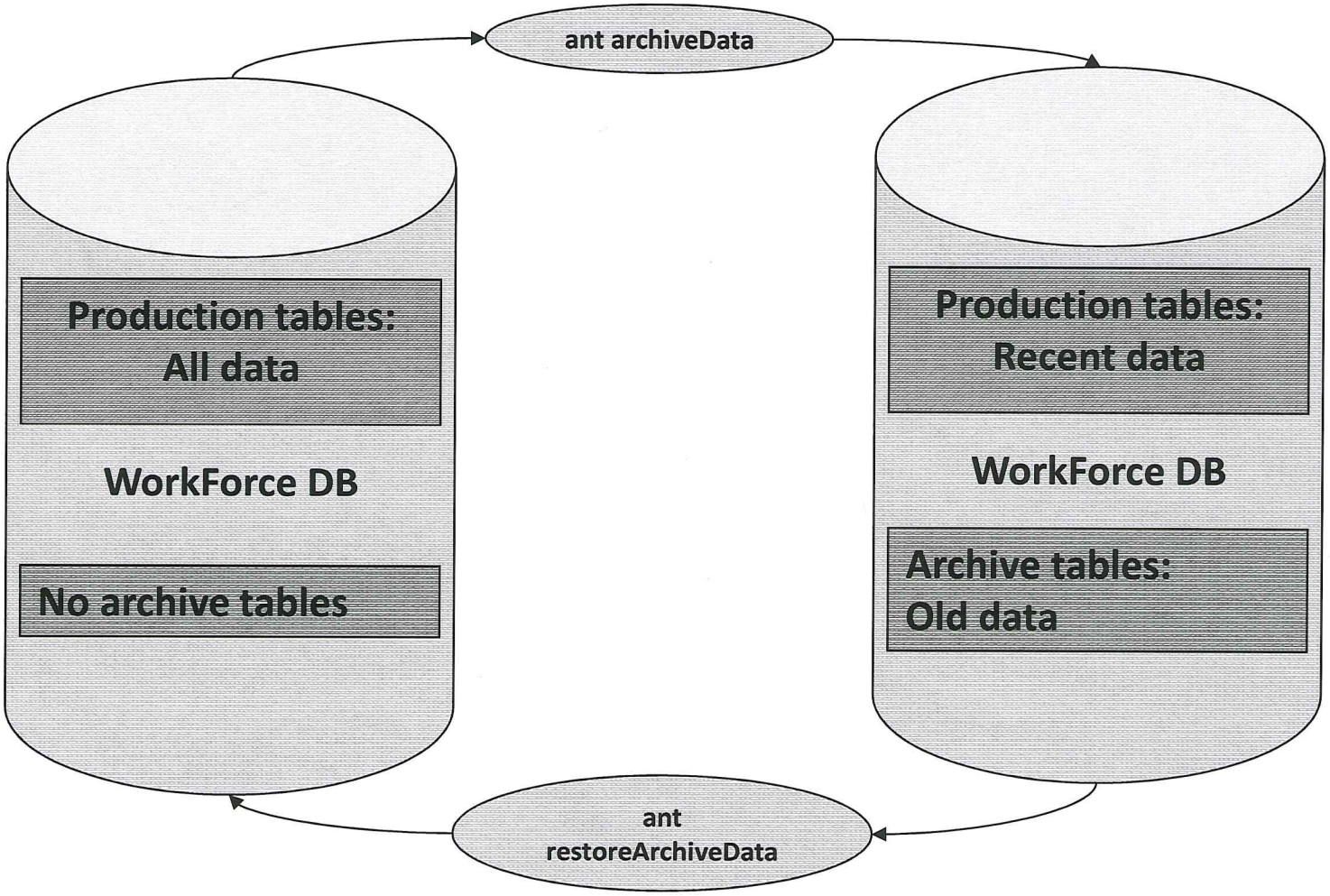
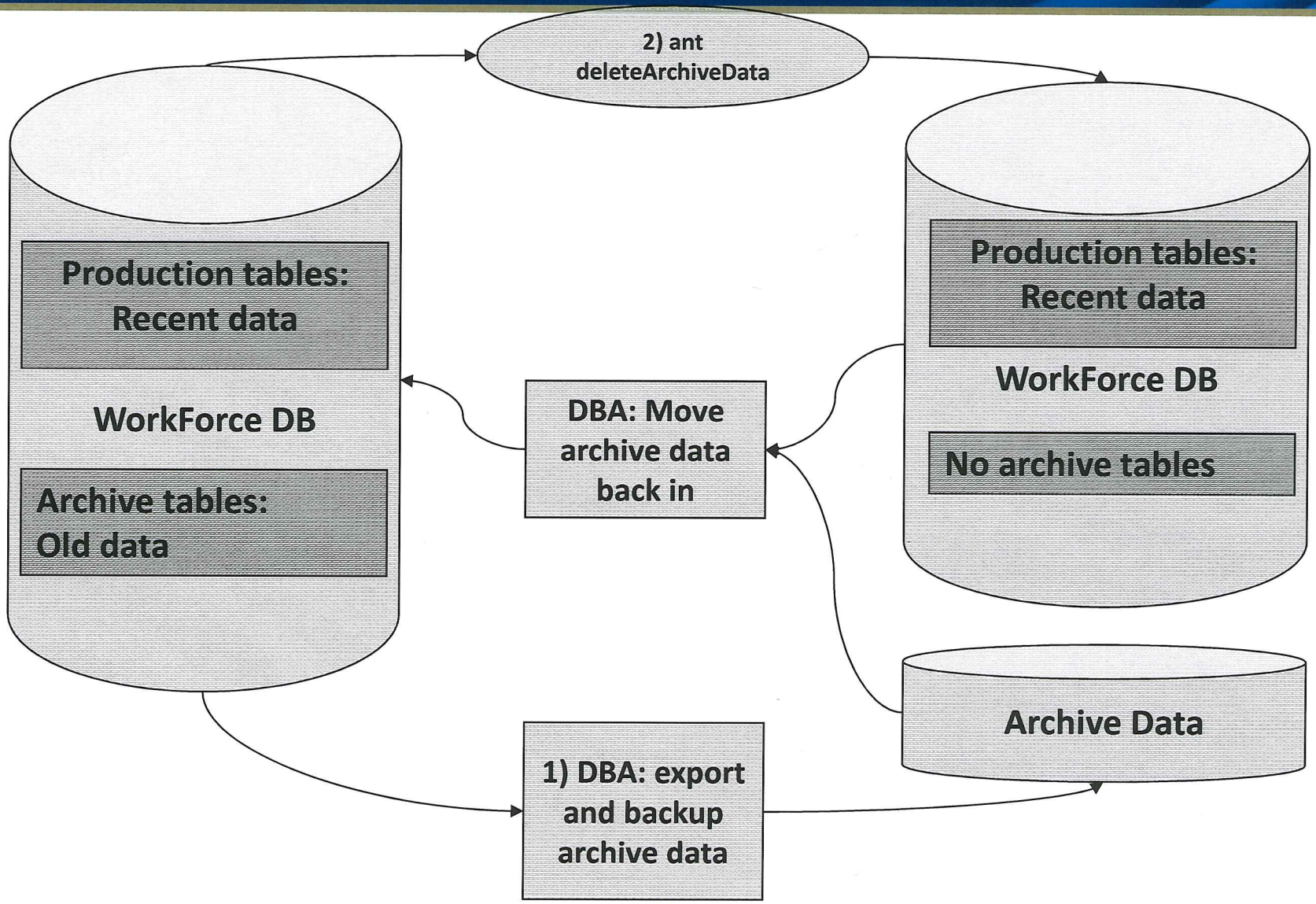
DB Archiving



WorkForce SOFTWARE

Purging Archived Data



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Incremental Archives

- **Incremental archives:**
  - 1/1/2010: All data older than 12/31/2009 → Archive1
  - 1/1/2013: All data older than 12/31/2012 → Archive2
- **Restoring:**
  - To restore data from 2012: restore Archive2.
  - To restore data from 2009: restore Archive2 then restore Archive1.

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8.7 Tools and Services

- **TC-002 – The TLA Solution will provide a method to indicate current TLA Solution health.**
  - The embedded Server Administration tools contained in the system provide detailed information on server status, open connections, database pool usage, memory usage and much more.
- **TC-003 – The TLA Solution will provide visual indication of activity in the user interface for any processing (e.g. batch jobs, time sheet submit).**
  - In general, visual indications are provided for any activity that is in process for a user that takes more than a couple of seconds to complete. These indications vary based on the type of operation. In some cases, these include "spinners", progress bars, or in the case of batch processes, the number of outstanding tasks and an estimate for the time remaining.
- **TC-005 – The TLA Solution will provide appropriate feedback to TLA Solution users regarding success/failure of TLA Solution operations.**
  - Success/failures of most operations are indicated on screen in appropriate functional areas.
- **TC-006 – The TLA Solution will provide the user with notification of a failed transaction.**
  - Failed transactions due to invalid input, technical or business rule violations can provide user notification.

- **TC-009 – The TLA Solution will allow a TLA Solution administrator to manually stop TLA Solution processes, such as, but not be limited to, one of the following :**
  - searches
  - standard reports
  - ad-hoc reports
  - The administrator does not have the capability to stop reports or searches that are in process. The administrator does have the ability, in some cases, to stop batch jobs that are in process. Not all types of batch jobs support the ability to be stopped mid-process.

- **TC-013 – The TLA Solution will provide the ability to backup data and configuration on a schedule or by demand.**
  - We have a fixed backup schedule. Full database backups are performed nightly. Four days of backups are maintained on disk-based backup servers at both the Primary Hosting Facility and offsite at the Secondary Hosting Facility. Daily tape backups of the data are retained two weeks, weekly tape backups are retained for two months, monthly tape backups are retained for one year, and annual backups are retained for seven years. Encrypted tapes are taken offsite to Iron Mountain weekly. We also perform backups before large configuration changes. No downtime is required for backups. On-demand backups are available as a time and materials offering.

- **TC-016 – The TLA Solution will provide the ability to archive data and configuration on a schedule or by demand.**
  - Although we provide the ability to archive data, most customers keep all their data online. We can archive data (typically on a annual basis) but we cannot archive on-demand.

8.7 Tools and Services

- **TC-023 – The TLA Solution must have the ability to manually initiate inbound data transfers at any time.**
  - Inbound as well as outbound data transfer can be manually initiated at any time in addition to being scheduled. (Covered in 8.1)
- **TC-024 – The scheduling feature must be configurable to support any number of import events. Each import event should be configurable to indicate the transfer protocol, service endpoint, data filtration and transformation mappings.**
  - Each scheduled interface can be configured with its own schedule. (Covered in 8.1)
- **TC-025 – The TLA Solution must be able to configure transaction data being consumed from external TLA Solutions using a number of different formatting standards.**
  - Any number of "Time Entry Import" interfaces may be configured each with its own file format to consume data provided by external TLA solutions.
- **TC-026 – The TLA Solution must have the ability to manually initiate outbound data transfers at any time.**
  - Please see our response to TC-023

WorkForce SOFTWARE

8.7 Tools and Services

- **TC-027 – The scheduling feature must be configurable to support any number of export events. Each export event should be configurable to indicate the transfer protocol, service endpoint, and data filtration and transformation mappings.**
  - Each scheduled interface can be configured with its own schedule.
- **TC-063 – The TLA Solution must have the ability to create environments to support isolated testing without impacting other environments.**
  - We recommend the setup of a test server to be used for the initial configuration and for all changes thereafter. All policy validations and behaviors are tested thoroughly on the test server prior to the initial rollout of the system. New or modified policies are handled the same way to ensure the proper enforcement of your rules. WorkForce Software also provides a tool to migrate data and configuration of the environment from test to production saving time and ensuring accuracy.
- **TC-064 – The TLA Solution will provide the ability to complete various testing processes (e.g. TLA Solution, integration, user acceptance, regression) simultaneously for different business groups.**
  - Please see our response to TC-063

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Thank you!

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Washington State Department of
Enterprise Services

Demonstration Scripts

Time, Leave and Attendance Solution

RFP No. 13-200-ACCO

- ☐ How to assign a work schedule to a Sally
- ☐ How to utilize an effective begin date with the association of a work schedule to an employee

Requirement(s) covered:

AUP-195, AUP-129, AUP-130

3.3 Modify Work Schedule Assignment

Scenario:

Sally Mack has been promoted to a new position as a Transportation Engineer 2, effective 05/01/2013. She submits a request to modify her work schedule assignment. Prior to the approval of this request, she requests to cancel her request of her work schedule modification assignment.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Sally's current assigned work schedule:
  - M-F; 8 hour days, effective 10/01/2012 – 04/30/2013
- Sally's new requested work schedule assignment:
  - M-Th.; 9 hour days and Fridays; 4 hour days, effective 05/01/2013 – no end date
- Sally's shift supervisor, Dan Lowe, is responsible for approving or rejecting her work schedule assignments

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Sally creates a request to modify her work schedule assignment within the solution
- ☐ How Dan reviews Sally's work schedule assignment modification request (e.g. work lists), include the following:
  - ☐ Notification to Dan of a work schedule assignment modification request needing approval
- ☐ How Sally requests to cancel her request of a work schedule assignment modification
- ☐ How Dan reviews and accepts Sally's cancellation of her work schedule assignment modification request
  - ☐ Notification to Dan of a request to cancel Sally's work schedule assignment modification request
  - ☐ Accepting Sally's request to cancel her work schedule assignment modification

Requirement(s) covered:

AUP-194, AUP-149, AUP-160, AUP-162, AUP-164, AUP-180, AUP-183, AUP-184

3.4 Associating Qualifications to an Employee

Scenario:

Donna Allen is a Corrections and Custody Officer 2 and works for Department of Corrections (DOC). As a Corrections and Custody Officer 2 she has gone through required training in which she has obtained certifications and licenses. For each qualification she obtains, a record is required to be tracked.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Donna has been issued the following qualifications with the associated issue and expiration

dates:

- Dual-language: English and Spanish, Spanish certification issued 11/15/2008, one time certification, no expiration date
- Weapons: issued 7/15/2012, expires 7/15/2013
- Pepper Spray: issued 11/15/2008, one time certification, no expiration date
- Defensive Tactics: issued 1/18/2012, expires 1/18/2013
- CDL: issued 8/1/2009, expires 8/1/2014

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution manages associating the following qualifications to Donna's employee record:
  - ☐ Skills (e.g. dual-language)
  - ☐ Certifications (e.g. weapons, pepper spray, defensive tactics, Spanish language)
  - ☐ Licenses (e.g. CDL)
  - ☐ Training (e.g. weapons, pepper spray, defensive tactics)
- ☐ How to maintain an expiration date for each qualification (e.g. effective dating)
- ☐ How notifications can be utilized to notify Donna and her direct supervisor, Jay Franklin, of a qualification that is approaching the date of expiration
- ☐ How notifications can be utilized to notify Donna and her direct supervisor, Jay Franklin, of a qualification that has expired
- ☐ How to modify the qualifications for Donna (e.g. additional qualifications/ training, updating issue/expiration dates)

Requirement(s) covered:

AUP-101, SCD-95, SCD-103, SCD-104, SCD-106, SCD-105, SCD-107, SCD-96

3.5 Concurrent Employment - Same Agency

Scenario:

Olivia John is an employee who works for Department of Social and Health Services (DSHS). She works part-time as a Nursing Assistant and part-time as an Office Support Supervisor 3. She is assigned two employee IDs.

Olivia's schedule is Monday - Friday from 7:00am - 11:00am in her Nursing Assistant position and Monday - Friday from 2:00pm - 6:00pm in her Office Support Supervisor 3 position.

On Tuesday Olivia worked from 6:00am - 1:30pm (includes 0.5 unpaid lunch break) in her Nursing Assistant position. She also worked from 2:00pm - 6:00pm in her Office Support Supervisor 3 position.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Olivia is not entitled to a lunch break unless she works in excess of 5 hours in a day. Then she is entitled to 0.5 hour unpaid lunch break.
- Both positions are hourly and eligible for overtime
- Olivia is eligible for overtime when she works in excess of 8 hours in a day, combined between both positions. Time absent from work for vacation, sick, or other paid leave is not counted as time worked for the purpose of computing overtime hours.
- Unless the other position off-sets her extra hours worked to equal the total combined of 8 hours in that day, the position that has worked Olivia in excess of her regular work shift hours is

responsible for the overtime.
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How your solution manages Olivia's access to your solution (e.g. single sign-on) □ How your solution manages recording Olivia's time worked to two different positions □ How your solution manages overtime (e.g. when and for which position overtime is incurred) □ How Olivia views her time and attendance data in the solution (e.g. at the employee ID level, position level, or other) □ How Olivia's direct supervisors, Tamera Holden and Samuel Fields, views Olivia's time and attendance data in the solution (e.g. at the employee ID level, position level, or other)
Requirement(s) covered:
AUP-125, TC-047, TC-041, TMK-265, TMK-5, TMK-96, TMK-90, TMK-245, TMK-247, TMK-266, TMK-251

3.6 Concurrent Employment - Different Agencies

Scenario:
Bob Smith is an employee who works for Ecology (ECY) and Washington State Department of Transportation (WSDOT). He works part-time with ECY as an Environmental Specialist 3 and part-time with WSDOT as a Transportation Technician 3. He is assigned two employee IDs. Bob's schedule is Monday - Friday from 6:00am - 10:00am in his Environmental Specialist 3 position and Monday - Friday from 1:00pm - 5:00pm in his Transportation Technician 3 position. On Thursday Bob worked from 6:00am - 10:00am in his Environmental Specialist 3 position. He also worked from 12:00pm - 6:00pm (includes 0.5 unpaid lunch break) in his Transportation Technician 3 position.
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ Bob is not entitled to a lunch break unless he works in excess of 5 hours in a day. Then he is entitled to 0.5 hour unpaid lunch break. ▪ Both positions are hourly and eligible for overtime ▪ Bob is eligible for overtime when he works in excess of 8 hours in a day, combined between both positions. Time absent from work for vacation, sick, or other paid leave is not counted as time worked for the purpose of computing overtime hours. ▪ The position that has worked Bob in excess of his regular work shift hours is responsible for the overtime. Unless the other position off-sets his extra hours worked to equal the total combined of 8 hours in that day.
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How your solution manages Bob's access to your solution (e.g. single sign-on) □ How your solution manages recording Bob's time worked to two different positions in different agencies □ How your solution manages overtime between two different agencies (e.g. when and for which position overtime is incurred)

- How Bob views his time and attendance data in the solution (e.g. at the employee ID level, position level, or other)
- How Bob's supervisors, Dan Lowe, Tom Jones and Carl Hanks, views Bob's time and attendance data in the solution (e.g. at the employee ID level, position level, or other)

Requirement(s) covered:

AUP-125, TC-041, TMK-265, TMK-5, TMK-96, TMK-90, TMK-245, TMK-247, TMK-266, TMK-251

3.7 Add Volunteer to the Solution

Scenario:

Greg Anders is a volunteer who needs the ability to record and track his time worked. Volunteers are not entered into HRMS. Therefore, his information needs to be directly added into the TLA solution in order to record and track his time worked.

Data set-up and rules:

- Refer to data set-up spreadsheet

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Greg's information would be added into the TLA solution, include the following attributes:
  - Volunteer name (first, last)
  - Volunteer ID (e.g. unique volunteer ID #, does not come from HRMS)
  - Address
  - Contact information:
    - Phone #
    - Email
  - Hire date
  - End date
  - Work week
  - Lunch break
  - Work shift

Requirement(s) covered:

AUP-195, AUP, 99, AUP-102, AUP-101, AUP-108, AUP-111, AUP-112

4 Shift Scheduling

4.1 Develop Schedule Framework(s)

Scenario:

Washington State Department of Transportation (WSDOT) has a need to establish many scheduling frameworks. For example, in their Ferries division each scheduling framework is used separately to schedule employees to work on vessels. Each vessel is staffed with crew members for the deck and engine. Vessels may be staffed 24 hours in a day with employees that have overlapping work shifts. Each crew uses a different scheduling framework to keep track of their staffing requirements as well as their work shifts. The deck crew works a combination or 7, 8, 9 and 10 hour shifts for a total of 80 hours in a two week period. The engine crew works a combination of 11, 12 and 13 hour shifts for a total of 84 hours in a 7 day period.

A vessel is assigned to a route and a route is the run from one terminal to another terminal. In most cases two vessels are assigned to run on the same route but at varying times. When two vessels are assigned to a route this requires 8 different scheduling frameworks for this one particular route.

- Example, Route 1 has 2 vessels assigned
  - Vessel 1 – has 2 deck crews and 2 engine crews
  - Vessel 2 – has 2 deck crews and 2 engine crews
  - Totals 8 scheduling frameworks

WSDOT currently has 10 different routes as well as on occasion they have vessels that need to be moved for inspections or maintenance, these moves are separate from their overall scheduling of the vessel to a route. This will require WSDOT Ferries division to have a total of over 80 different scheduling frameworks.

WSDOT will need the ability to set-up each of their scheduling frameworks to include each of the following:

- Work cycle (14 day period from Sunday to Saturday)
- Division (e.g. deck, engine)
- Vessel
- Watch
- Route
- Day(s) of the week
- Date(s)
- Work Shift
- Positions
- Staffing level per job classification (required/recommended per work shift)
- Requirements associated to each position within the framework (must possess a specific certification to be assigned to this position)
- Effective dates for each scheduling framework

Example of the Seattle/Bremerton Route Scheduling Framework – Effective 7/14/2013 to 7/27/2013

Vessel 1 (Deck)

- Work Cycle = 7/14/2013 to 7/27/2013
- Division = Deck
- Vessel 1 = Kaleetan

- Watch =
  - F - associated to work shift 1 (Day shift – hours assigned to the day worked)
  - D - associated to work shift 2 (Afternoon shift – hours assigned to the day worked)
- Day(s) of week = Sunday to Saturday
- Date(s) = 7/14/2013 to 7/27/2013
- Work shift =
  - 1 = 06:05 to 16:05 - associated to Watch F
  - 2 = 16:05 to 02:05 - associated to Watch D
- Positions = Required Staffing Level
  - 1 - Master
  - 1 - Chief Mate
  - 1 - 2nd Mate
  - 4 - Able Bodied Seaman (AB)
  - 3 - Ordinary Seaman (OS)
- Qualifications associated to each position =
  - **Master** –
    - **Certifications:** current Annual Physical
    - **Licenses**: Mater's License, Radar Endorsement, Radio License, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Chief Mate** –
    - **Certifications:** current Annual Physical, current Advance First Aid, current Respirator Fit Test, Mate's Orientation
    - **Licenses:** Mate's License, Radar Endorsement, Radio License, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **2nd Mate** –
    - **Certifications**: current Annual Physical, current Advance First Aid, current Respirator Fit Test, Mate's Orientation
    - **Licenses**: Mate's License, Radar Endorsement, Radio License, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Able Bodied Seaman (AB)** –
    - **Certifications**: current Respirator Fit Test
    - **Licenses**: MMC (USCG Merchant Mariner Credentials with AB and Life Boat Endorsement), TWIC (Transportation Workers Identification Credentials)
  - **Ordinary Seaman (OS)** –
    - **Certifications**: current Respirator Fit Test
    - **Licenses**: MMC (USCG Merchant Mariner Credentials with Ordinary Seaman Endorsement), TWIC (Transportation Workers Identification Credentials)

Vessel 1 (Engine)

- Work Cycle = 7/14/2013 to 7/27/2013
- Division = Engine
- Vessel 1 = Kaleetan
- Watch =
  - A - associated to work shift 1
  - D - associated to work shift 2
- Day(s) of week = Sunday to Saturday

- Date(s) = 7/14/2013 to 7/27/2013
- Work shift(s) =
  - 1 = 20:40 to 08:40 - associated to Watch A
  - 2 = 08:40 to 20:40 - associated to Watch D
- Positions = Required Staffing Level =
  - 1 - Chief Engineer
  - 1 - Oiler
  - 1 - Wiper or meet this requirement with substituting a second Oiler
- Qualifications associated to each position =
  - **Chief Engineer** –
    - **Certifications**: current Annual Physical
    - **Licenses**: Chief Engineer License with Horsepower Rating, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Assistant Engineer** –
    - **Certifications**: current Annual Physical
    - **Licenses**: Assistant Engineer License with Horsepower Rating, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Oiler** –
    - **Certifications**: current Respirator Fit Test
    - **Licenses**: MMC (USCG Merchant Mariner Credentials with Oiler Endorsement), TWIC (Transportation Workers Identification Credentials)
  - **Wiper** –
    - **Certifications**: current Respirator Fit Test
    - **Licenses**: MMC (USCG Merchant Mariner Credentials with Wiper Endorsement), TWIC (Transportation Workers Identification Credentials)

Vessel 2 (Deck)

- Work Cycle = 7/14/2013 to 7/27/2013
- Division = Deck
- Vessel 1 = Kitsap
- Watch =
  - A - associated to work shift 1 (Day shift – hours assigned to the day worked)
  - B - associated to work shift 2 (Afternoon shift – hours assigned to the day worked)
  - C – associated to work shift 3 (Graveyard shift – hours assigned to the day the shift started)
- Day(s) of week = Sunday to Saturday
- Date(s) = 7/14/2013 to 7/27/2013
- Work shift =
  - 1 = 04:35 to 12:35 - associated to Watch A
  - 2 = 12:35 to 20:35 - associated to Watch B
  - 3 = 20:35 to 04:35 – associated to Watch C
- Positions = Required Staffing Level
  - 1 - Master
  - 1 - Chief Mate
  - 4 - Able Bodied Seaman (AB)
  - 3 - Ordinary Seaman (OS)
- Qualifications associated to each position =

- **Master** –
  - **Certifications**: current Annual Physical
  - **Licenses**: Mater's License, Radar Endorsement, Radio License, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
- **Chief Mate** –
  - **Certifications**: current Annual Physical, current Advance First Aid, current Respirator Fit Test, Mate's Orientation
  - **Licenses**: Mate's License, Radar Endorsement, Radio License, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
- **Able Bodied Seaman (AB)** –
  - **Certifications**: current Respirator Fit Test
  - **Licenses**: MMC (USCG Merchant Mariner Credentials with AB and Life Boat Endorsement), TWIC (Transportation Workers Identification Credentials)
- **Ordinary Seaman (OS)** –
  - **Certifications**: current Respirator Fit Test
  - **Licenses**: MMC (USCG Merchant Mariner Credentials with Ordinary Seaman Endorsement), TWIC (Transportation Workers Identification Credentials)

Vessel 2 (Engine)

- Work Cycle = 7/14/2013 to 7/27/2013
- Division = Engine
- Vessel 1 = Kitsap
- Watch =
  - A - associated to work shift 1
  - D - associated to work shift 2
- Day(s) of week = Sunday to Saturday
- Date(s) = 7/14/2013 to 7/27/2013
- Work shift(s) =
  - 1 = 17:20 to 05:50 - associated to Watch A
  - 2 = 05:50 to 17:20 - associated to Watch D
- Positions = Required Staffing Level =
  - 1 - Chief Engineer
  - 1 - Oiler
- Qualifications associated to each position =
  - **Chief Engineer** –
    - **Certifications**: current Annual Physical
    - **Licenses**: Chief Engineer License with Horsepower Rating, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Assistant Engineer** –
    - **Certifications**: current Annual Physical
    - **Licenses**: Assistant Engineer License with Horsepower Rating, MMC (USCG Merchant Mariner Credentials), TWIC (Transportation Workers Identification Credentials)
  - **Oiler** –
    - **Certifications**: current Respirator Fit Test
    - **Licenses**: MMC (USCG Merchant Mariner Credentials with Oiler Endorsement),

TWIC (Transportation Workers Identification Credentials)
Data set-up and rules:
▪ United States Coast Guard sets the staffing level requirements for each vessel based on the size and class of the vessel
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How to set-up the scheduling framework for the Ferries deck and engine crew for vessel 1 and vessel 2 for the Seattle/Bremerton example above, include the following: □ Creating a shift schedule framework for a group of employees □ Utilizing multiple shift schedule frameworks □ Utilizing effective dating for the shift schedule framework (e.g. future begin and future end dates) □ Associating a position to a shift schedule framework □ Allowing shift schedule framework to cover 24 hours a day 7 days a week □ Allowing shift schedule framework to cross pay periods □ Allowing shift schedule framework to cross days □ Associating the following to each shift schedule framework: □ Job Classification(s) □ Position □ Required qualifications (e.g. certifications, and licenses) □ Required staffing levels □ Indicating which job classifications can backfill each position □ Utilizing effective dating for a work shift in a shift schedule (e.g. future begin and future end dates) □ Utilizing actual start and end time for each work shift □ Allowing a work shift in a shift schedule framework to cross pay period □ Allowing a work shift in a shift schedule framework to cross days □ Associating time scheduled with a work location (e.g. vessel) □ Copying data entered from one shift schedule framework to another shift schedule framework □ How to save a shift schedule framework as a work-in-progress □ How your solution maintains a record of who creates a shift schedule framework □ How to modify data in a scheduling framework without requiring reentry of all previously entered data (e.g. modifications to the required or recommended status on the positions, modifications to the qualifications, adding additional required positions within the framework) □ How your solution maintains a record of who modifies the scheduling framework
Requirement(s) covered:
SCD-478, SCD-2, SCD-10, SCD-58, SCD-5, SCD-6, SCD-7, SCD-8, SCD-14, SCD-18, SCD-19, SCD-78, SCD-12, SCD-81, SCD-248, SCD-157, SCD,135, SCD-136, SCD-254, SCD-30, SCD-22, SCD-23, SCD-79, SCD-255, SCD-50, SCD-29, SCD-54, SCD-67, SCD-310, SCD-311, SCD-312, SCD-322

4.2 Identify and Assign Employees to Schedule Framework

Scenario:

Refer to WSDOT's Ferries Seattle/Bremerton Route schedule framework example from above.

The Ferries Division of WSDOT is required to follow the staffing level requirements provided by the United States Coast Guard. All positions that have been identified as required in the scheduling framework must be filled in order for the vessel to sail. If a required position is not filled the vessel will be held at the terminal.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Refer to WSDOT's Ferries Seattle/Bremerton Route schedule framework example from above
- In some cases a lower job classification may be filled by a higher job classification (e.g. In the Engine Room a Wiper is a required position in the schedule framework, but an Oiler is a higher job classification therefore, an Oiler may be assigned to perform the duties of a Wiper, resulting in 2 Oilers and no Wipers on the vessel. On the Deck an AB is a higher job classification therefore, an AB may fill in as an OS).
- Exceptions: An employee that holds a permanent Master, Mate or 2nd Mate position cannot work as an AB or OS. An employee that holds a permanent Chief or Assistant Engineer position cannot work as an Oiler or Wiper.

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution assists in matching and assigning employees to work shift openings for the Seattle/Bremerton Route example: (Vessel 1 Deck - Watch F and Vessel 1 Engine - Watch D), to include the following:
  - ☐ How your solution identifies unassigned work shifts within a shift schedule
  - ☐ How your solution indicates all employees that may be offered the work shift (e.g. all available employees within the licensed or unlicensed qualification regardless of their qualifications or leave status)
  - ☐ How your solution indicates only those employees that are available to be assigned to a work shift (e.g. employee is out on leave)
  - ☐ How your solution displays to the scheduler the reason an employee is not available to be assigned to a work shift (e.g. on leave, license/certification is expired)
  - ☐ How your solution provides the ability to filter the display of users that may be assigned
  - ☐ How your solution indicates among the available employees those employees whose qualifications best align with the work shift qualifications (e.g. meets the necessary required qualifications to hold the unassigned position in the work shift)
  - ☐ How your solution will exclude from the available employees those users whose qualifications do not align with the qualifications required for a work shift
  - ☐ Assigning an employee to a work shift in a shift schedule
  - ☐ How your solution assists in automatically assigning an employee to a work shift
  - ☐ Utilizing effective dating for the assignment of an employee to a work shift in a shift schedule (e.g. begin date and end date)
  - ☐ Utilizing actual start and end times for which an employee is assigned
  - ☐ Assigning a sailing vessel to a work shift in a shift schedule
  - ☐ Utilizing effective dating for the assignment of a sailing vessel to a work shift in a shift schedule (e.g. begin date and end date)

Requirement(s) covered:
SCD-478, SCD-169, SCD-87, SCD-88, SCD-89, SCD-92, SCD-109, SCD-110, SCD-171, SCD-219, SCD-222, SCD-228, SCD-246, SCD-259, SCD-212, SCD-125, SCD-227, SCD-233

4.3 Finalize and Publish Schedule

Scenario:
WSDOT's employees must be notified when they have been assigned to a work shift within a shift schedule.
Data set-up and rules:
▪ In the WSDOT's Seattle/Bremerton Route example from above, assume an employee has been assigned to each required position in the shift schedule
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How your solution allows a scheduler to finalize a shift schedule □ How your solution maintains a record of who finalizes a shift schedule □ Your solutions publication methods (e.g. email, print, text message) □ How your solution allows a scheduler to select the publication method □ How your solution provides confirmation of successful publication of a shift schedule □ How your solution maintains a record of who publishes a shift schedule □ Notification to an employee when they are included in a published shift schedule
Requirement(s) covered:
SCD-478, SCD-271, SCD-276, SCD-290, SCD-291, SCD-292, SCD-293, SCD-302, SCD-305, SCD-306

4.4 Identify and Assign Employee(s) to a New Work Shift

Scenario:
Department of Corrections (DOC) has a Transportation Unit that transports offenders from one prison facility to another prison facility. This particular transport requires the use of a large bus. This round-trip transport will take a total of 6 hours. The bus will be leaving the prison facility at 6:00am on Tuesday, July 19th, 2013. The bus that will be scheduled for the first half of the trip will be Bus A and the second half of the trip will be Bus B.
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ Assumes Scheduling Framework has already been set-up ▪ Bus A and Bus B are considered pieces of equipment and must be assigned to the work shift in the shift schedule ▪ A Corrections and Custody Officer 2 and a Corrections and Custody Officer 3 are required for this shift ▪ The driver must be a Corrections and Custody Officer 2 ▪ The driver is required to have a valid CDL in order to operate the bus ▪ Both employees' certifications and licenses must be current (e.g. not expired) ▪ This particular transport requires both employees to be male

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution assists in matching and assigning employees to work shift openings, include the following:
  - ☐ How your solution identifies unassigned work shifts within a shift schedule
  - ☐ How your solution identifies all employees that may be assigned to a work shift (e.g. all available employees regardless of their qualifications, leave status)
  - ☐ How your solution indicates only those employees that are available to be assigned to a work shift (e.g. employee is out on leave)
  - ☐ How your solution displays to the scheduler the reason an employee is not available to be assigned to a work shift (e.g. on leave, license/certification is expired)
  - ☐ How your solution provides the ability to filter the display of users that may be assigned
  - ☐ How your solution indicates among the available employees those employees whose qualifications best align with the work shift qualifications (e.g. meets the necessary required qualifications to hold the unassigned position in the work shift)
  - ☐ How your solution will exclude from the available employees those users whose qualifications do not align with the qualifications required for a work shift
  - ☐ Assigning an employee to a work shift in a shift schedule
  - ☐ How your solution assists in automatically assigning an employee to a work shift
  - ☐ Utilizing effective dating for the assignment of an employee to a work shift in a shift schedule (e.g. begin date and end date)
  - ☐ Utilizing actual start and end times for which an employee is assigned
- ☐ How your solution allows the assignment of a piece of equipment (e.g. Bus A and Bus B) to a work shift in a shift schedule, to include the following:
  - ☐ Assigning a single user and equipment to a single work shift
  - ☐ Utilizing actual start and end times for each separate increment of time for which a piece of equipment is assigned
  - ☐ Utilizing effective begin and end dates for the assignment of a piece of equipment to a work shift in a shift schedule

Requirement(s) covered:

SCD-478, SCD-169, SCD-87, SCD-88, SCD-89, SCD-92, SCD-109, SCD-110, SCD-171, SCD-219, SCD-222, SCD-228, SCD-246, SCD-259, SCD-193, SCD-214, SCD-216, SCD-226, SCD-232

4.5 Identify and Assign Employee(s) to a Work Shift - Employee Calls in Sick

Scenario:

Department of Social and Health Services (DSHS) provide nursing care to patients at Western State Hospital. The hospital is required to be fully staffed with RNs and LPNs every day. Nursing staff are assigned to different units throughout the hospital. The units range from Unit A through Unit J. Unit A is required to be staffed with one RN3 and two LPN2s per work shift.

Kate Ray is scheduled to work Sunday - Thursday from 6:30am - 3:00pm. She calls in sick on Monday. This creates an opening which is required to be staffed with an employee.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes Scheduling Framework has already been set-up
- The opening requires an employee to have a valid LPN nursing license
- The opening may be filled with an RN3 if no LPN2s are available. If the opening is filled with an RN3 the employee must have a valid RN license.

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ The process of indicating in the schedule that an employee has called in sick
- ☐ How your solution will assist in matching and assigning an employee to an unassigned work shift opening, include the following:
  - ☐ Modifying data in a shift schedule without requiring reentry of all previously entered data
  - ☐ Indicating the availability of an employee for scheduling (e.g. employee calls in sick)
  - ☐ How your solution will identify unassigned work shifts within a shift schedule
  - ☐ How your solution identifies all employees that may be assigned to a work shift (e.g. all available users regardless of their qualifications, leave status)
  - ☐ How your solution will indicate only those employees that are available to be assigned to a work shift (e.g. employee is out on leave)
  - ☐ How your solution will display to the scheduler the reason an employee is not available to be assigned to a work shift (e.g. on leave, license/certification is expired)
  - ☐ How your solution provides the ability to filter the display of users that may be assigned How your solution will indicate among the available employee those employees whose qualifications best align with the work shift qualifications (e.g. meets the necessary required qualifications to hold the unassigned position in the work shift)
  - ☐ How your solution will exclude from the available employees those users whose qualifications do not align with the qualifications required for a work shift
  - ☐ Assigning an employee to a work shift in a shift schedule
  - ☐ How your solution assists in automatically assigning an employee to a work shift
  - ☐ Utilizing effective dating for the assignment of an employee to a work shift in a shift schedule (e.g. begin date and end date)
  - ☐ Utilizing actual start and end times for which an employee is assigned
  - ☐ Maintaining a record of who modifies a shift schedule

Requirement(s) covered:

SCD-478, SCD-332, SCD-333, SCD-335, SCD-436, SCD-169, SCD-87, SCD-88, SCD-89, SCD-92, SCD-109, SCD-110, SCD-171, SCD-219, SCD-222, SCD-228, SCD-246, SCD-259, SCD-343

4.6 Assign an Employee to a Shift Schedule - Flexible Hours/Days

Scenario:

Scott Olsen is a Commercial Vehicle Enforcement Officer 1 with Washington State Patrol (WSP). He is allowed to work a flexible work week in which he does not have set days of the week or set start and end times. He is required to work at a minimum of 40 hours in his work week.

Data set-up and rules:

- Refer to data set-up spreadsheet
- His shift schedule is effective 8/1/2013 – no end date
- His work schedule is Sunday - Saturday; 40 hours per week, effective 8/1/2013 – no end date

- His work week is 12:00am Sunday - 11:59pm Saturday, effective 8/1/2013 – no end date
- He earns overtime after he works 40 hours in a work week

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution manages a shift schedule for an employee with flexible hours/days
- ☐ How to assign an employee to a shift schedule with flexible hours/days
- ☐ Utilizing effective dates (e.g. future begin date) with the association of a shift schedule to an employee
- ☐ How your solution manages time data for an employee with flexible hours/days
- ☐ How your solution identifies the designated work week
- ☐ How your solution identifies overtime hours worked

Requirement(s) covered:

SCD-478, SCD-129, SCD-140, SCD-157, SCD-135, SCD-131, SCD-132, SCD-426, SCD-429, SCD-433, SCD-456, SCD-111, SCD-114, SCD-243

4.7 Assign an Employee to a Shift Schedule - Flexible Work Schedule

Scenario:

Tiffany Johnson is an Office Assistant 3 with Washington State Patrol (WSP). She works a flexible work schedule in which she works 44 hours in her first work week and 36 hours in her second work week.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Her work schedule, effective 9/15/2013 with no end date, is as follows:
  - 1st Monday: 8 hour day
  - Tuesdays – Fridays: 9 hour days
  - 2nd Monday: Off
- Her shift schedule, effective 9/15/2013 with no end date, is as follows:
  - 1st Monday: 8:00am - 4:30pm
  - Tuesdays – Fridays: 7:00am - 4:30pm
  - 2nd Monday: Off
- Her work week is 12:00pm Monday - 11:59am Monday, effective 9/15/2013 – no end date
- She is entitled to a 0.5 unpaid lunch break every day she works in excess of 5 hours

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution manages a shift schedule for an employee with a flexible work schedule
- ☐ How to assign an employee to a shift schedule with a flexible work schedule
- ☐ Utilizing effective dates (e.g. future begin date) with the association of a shift schedule to an employee
- ☐ How your solution manages time data for an employee with a flexible work schedule

Requirement(s) covered:

SCD-478, SCD-129, SCD-140, SCD-157, SCD-135

4.8 Modify Work Shift Assignment

Scenario:

Sally Mack is a Transportation Engineer 2 with Washington State Department of Transportation (WSDOT). She would like to change her work shift assignment. She creates and submits a request to modify her work shift assignment to her shift supervisor, Dan Lowe.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Sally's current assigned work shift:
  - 6:00am to 2:30pm, effective 10/01/2012 – 4/30/2013
- Sally's 1st new requested work shift assignment: (creates insufficient hours warning alert)
  - 7:00am to 2:00pm, effective 5/01/2013 – no end date
- Sally's 2nd new requested work shift assignment:
  - 7:00am to 3:30pm, effective 5/01/2013 – no end date

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Sally creates a request to modify her work shift assignment within the solution, include the following:
  - ☐ How Sally submits her request to modify her work shift assignment to her shift supervisor, Dan Lowe
  - ☐ Warning alerts upon modification of her work shift assignment (e.g. results in insufficient hours)
  - ☐ How Sally makes corrections and resubmits her request to modify her work shift assignment
- ☐ How Dan reviews and approves Sally's work shift assignment modification request, include the following:
  - ☐ Notification to Dan of a work shift modification request needing approval
  - ☐ Approving her work shift modification request
- ☐ Notification to Sally of the approval of her work shift assignment modification request

Requirement(s) covered:

SCD-478, SCD-367, SCD-368, SCD-370, SCD-374, SCD-377

4.9 Bidding on an Open/Vacant Shift Schedule

Scenario:

Ronald Hill is a Chief Engineer for Washington State Department of Transportation (WSDOT). As his permanent assignment he is assigned to the Engine Department on the Kaleetan Vessel under Watch D. His work hours are 08:40am to 20:40pm. His shift is 12 hours per day 7 days a week and he works one week on and one week off. He has decided to retire which will leave an open/vacant shift schedule for the Engine Department. This will open up the bidding process and allow employees to bid on this open/vacant shift schedule.

Data set-up and rules:

- Bidding is done based on the following:
  - Employees seniority
  - Employees qualifications must be current and align with the required qualifications for the shift schedule

Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How your solution notifies users of assignments (e.g. open/vacant shift schedules) that are available through the bidding process □ How your solution provides an employee self-service for bidding on a shift schedule □ How your solution provides a method for employees to bid on assignment to a shift schedule (e.g. based on seniority) □ How your solution prevents an employee from bidding on a shift schedule when the employee's qualifications do not align with the qualifications required □ How your solution allows a scheduler to override the prevention of employees from bidding on a shift schedule when the employee's qualifications do not align with the qualifications required □ How your solution validates each employee against the required qualifications of a shift schedule □ How your solution maintains a history of each of the following for each user's bid: o Date of bid o Time of bid o Bid award □ Demonstrate your Solutions process to reverse a bid award and restore the whole waterfall/cascade that is caused. □ Demonstrate your Solutions ability to upload a file for shift scheduled from the CBA bidding process.
Requirement(s) covered:
SCD-493, SCD-477, SCD-172, SCD-496, SCD-497, SCD-500, SCD-501, SCD-502, SCD-503

4.10 Manage Schedule - Utilizing a PC and Mobile Device

Scenario:
None
Data set-up and rules:
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How an employee and supervisor/scheduler can perform each of the following utilizing a PC and a mobile device: □ How an employee can view each of the following: □ Current shift schedule □ History of shift schedule □ Current work shift □ History of work shift □ Current qualifications (e.g. licenses, training, certifications) □ History of qualifications (e.g. licenses, training, certifications) □ How an employee can view and update their preferences for each of the following: □ Overtime availability (e.g. opt in or opt out) □ On-call availability (e.g. opt in or opt out) □ How an employee can view and update their personal information (e.g. email address, phone #)

◻ How a supervisor/scheduler can view each of the following: ◻ Current shift schedules of their employees (individual and group of employees) ◻ History of their employees' shift schedules (individual and group of employees) ◻ Current work shifts of their employees (individual and group of employees) ◻ History of their employees' work shifts (individual and group of employees) ◻ Current qualifications (e.g. licenses, training, certifications) of their employees (individual and group of employees) ◻ History of their employees' qualifications (e.g. licenses, training, certifications) ◻ How a supervisor/scheduler can indicate the availability of an employee for scheduling (e.g. employee is in training, employee called in sick)
Requirement(s) covered:
SCD-477, SCD-427, SCD-428, SCD-431, SCD-432, SCD-435, SCD-438, SCD-439, SCD-478, SCD-429, SCD-430, SCD-433, SCD-434

5 Timekeeping

5.1 Time Capture Template - Automatically Populated

Scenario:

Alice Adams is an Office Assistant 3 with Washington State Patrol (WSP). She is required to review and certify her time worked weekly. She is scheduled to attend a training class on Tuesday. She submits her time data to her supervisor, Travis Beckett, for approval.

Data set-up and rules:

- Refer to data set-up spreadsheet
- System automatically populates the following on Alice's time capture template:
  - Work schedule
  - Shift schedule
  - Activity codes (e.g. 2212 - Training Received, 2500 – Administrative Support)
  - Holiday which is observed on Monday and Alice is scheduled to work

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Alice would review and certify her weekly pre-populated time capture template, include the following:
  - Reviewing her time capture template
  - Attaching a document to justify her time entered (e.g. training confirmation)
    - How the document is submitted and maintained with the time data record
  - Entering a comment on the time capture template
  - Certifying the data entered on her time capture template is correct
  - Submitting her time capture template to her supervisor, Travis Beckett
  - Receiving confirmation of successful submission of her time capture template
- How your solution maintains a record of who submits a time capture template
- How Travis reviews and approves Alice's time capture template (e.g. work lists), include the following:
  - Notification to Travis for a pending time capture template needing approval
  - Reviewing Alice's comment on the time capture template
  - Approving the time capture template
- How your solution maintains a record of who approves a time capture template
- Notification to Alice when her time capture template is approved

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-37, TMK-38, TMK-40, TMK-44, TMK-114, TMK-109, TMK-175, TMK-152, TMK-155, TMK-161, TMK-266, TMK-181, TMK-184, TMK-187, TMK-195, TMK-199, TMK-200, TMK-209, TMK-212

5.2 Modify Time - Prior to Payroll Processing

Scenario:

In the scenario from above, Alice Adams realizes she accidentally forgot to record an additional 2 hours of overtime she worked. Her training class ran over 2 hours which created an additional 2 hours of time worked. She needs to modify her previously submitted and approved time data to add the additional 2 hours.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Alice earns overtime after working 8 hours in a work shift
- The time reported has not been processed for payroll

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Alice modifies her previously submitted and approved time capture template, include the following:
  - Modifying data in a time capture template without requiring reentry of all previously entered data
  - Adding 2 additional hours to the time she previously reported
  - Submitting her modified time capture template to her supervisor, Travis Beckett
- How Travis reviews and accepts Alice's modification to her time capture template (e.g. work lists), include the following:
  - Notification to Travis when Alice modifies her time capture template
  - Accepting Alice's modification to her time capture template
- Notification to Alice when Travis accepts her modification to her time capture template

Requirement(s) covered:

TMK-265, TMK-226, TMK-228, TMK-232, TMK-233, TMK-234

5.3 Manually Associate Time Worked with an Activity Code

Scenario:

Travis Beckett is an Office Support Supervisor 1 with Washington State Patrol (WSP). He works on several daily tasks throughout his work shift. He is required to track his hours worked daily by associating his time worked to an activity code. It is necessary for Travis to associate multiple separate increments of time in a single day with an activity code.

Data set-up and rules:

- Refer to data set-up spreadsheet

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Travis records his daily time worked, include the following:
  - Date of time worked
  - Indicating the number of hours worked to calculate his time worked
  - Manually recording his time worked in a single day and associating the total time worked with the following activity code:
    - 6 hours to activity code 2100 – General Management
    - 2 hours to activity code 2212 – Training Received
  - Saving his time data as a work-in-progress

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-56, TMK-60, TMK-61, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-135

5.4 Manually Associate Time Worked with Multiple Work Orders - Multiple Approvers - Approve and Reject

Scenario:

Joe Black is a Transportation Engineer 3 with Washington State Department of Transportation (WSDOT). He works on several daily tasks throughout his work shift. He is required to track his hours worked daily by associating his time worked to work orders. It is necessary for Joe to associate multiple separate increments of time in a single day with multiple combinations of work orders. During his work shift Joe reports to two different shift supervisors. Each shift supervisor is responsible for reviewing and approving their portion of Joe's time capture template.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Joe reports to Dan Lowe from 6:00am-10:00am
- Joe takes his 0.5 unpaid lunch break from 10:00am-10:30am
- Joe reports to Tom Jones from 10:30am-2:30pm
- If Joe works overtime before his scheduled work shift, those hours are approved by Dan Lowe
- If Joe works overtime at the end of his scheduled work shift, those hours are approved by Tom Jones

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Joe records his time worked, include the following:
  - Date of time worked
  - Indicating start and end times worked to calculate his time worked
  - Manually associating each separate increment of time worked with the following multiple types of codes:
    - 6:00am-10:00am associated to the following:
      - Work Order: 008139-US 2/Tumwater Canyon-Bridge Replacements
      - Group: 60-Construction Engineering
      - Work Op: 0321-Progress, Final Estimates and Records
    - 10:30-2:30pm associated to the following:
      - Work Order: 008306-US 2/US97A West of Wenatchee-Paving and I/S Improvements
      - Group: 60-Construction Engineering
      - Work Op: 0330-Inspection (earthwork, drainage, surface and paving)
    - 2:30pm-4:30pm associated to the following:
      - Work Order: 008310-SR285/W End of the Gorge Sellar Bridge-Intersection Improve
      - Group: 60-Construction Engineering
      - Work Op: 0332-General Inspection
  - Manually identifying the pay type (e.g. overtime)
  - How Joe elects to take his Overtime earned as Pay
  - Entering a line item comment on his time capture template (e.g. reason for overtime)

- Submitting his time capture template to both of his shift supervisors, Dan Lowe and Tom Jones
- How the solution validates his time capture template against business rules (e.g. time reported validated against pre-established work schedule and shift schedule, overtime rule)
- Utilizing warning alerts (e.g. overtime identified, time recorded exceeds scheduled work shift hours)

- How Dan reviews and approves his portion of Joe's time capture template (e.g. work lists), include the following:
  - Notification to Dan for a pending time capture template needing approval
  - Approving his portion of the time capture template
  - Maintaining a record of who approves the time capture template
- Notification to Joe when Tom approves his portion of Joe's time capture template
- How Tom reviews and rejects his portion of Joe's time capture template (e.g. work lists), include the following:
  - Notification to Tom for a pending time capture template needing approval
  - Warning alerts upon review to indicate exceptions (e.g. time recorded after Joe's regular scheduled shift, overtime identified)
  - Rejecting his portion of Joe's time capture template
  - Reviewing Joe's line item comment on the time capture template
  - Entering a comment on Joe's time capture template (e.g. reason for rejection, utilized wrong work order)
  - How your solution maintains Joe's comments separately from Tom's comments (employee and supervisors comments are viewable separately)
  - Maintaining a record of who rejects the time capture template
- Notification to Joe when Tom rejects his portion of Joe's time capture template

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-56, TMK-57, TMK-58, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-69, TMK-84, TMK-89, TMK-90, TMK-92, TMK-107, TMK-152, TMK-169, TMK-170, TMK-171, TMK-173, TMK-174, TMK-155, TMK-161, TMK-266, TMK-205, TMK-181, TMK-184, TMK-187, TMK-192, TMK-195, TMK-200, TMK-199, TMK-196, TMK-209, TMK-212, TMK-215, TMK-220, TMK-223

5.5 Manually Associate Time Worked with Multiple Job and Task Codes - Utilizing a Mobile Device

Scenario:

Billy Graham is an Environmental Specialist 3 with Ecology (ECY). He works on several daily tasks throughout his work shift. He is required to track his hours worked daily by associating his time worked to activity codes (e.g. job and task codes). It may be necessary for Billy to associate multiple separate increments of time in a single day with multiple combinations of activity codes. Billy creates and submits his time capture template for Friday to his direct supervisor, Carl Hanks. Carl reviews and approves Billy's time capture template. Billy and Carl are both out in the field and neither have access to a PC, they both will be required to utilize a mobile device for the capture, submission and approval of Billy's time data.

Data set-up and rules:

- Refer to data set-up spreadsheet

- Billy is scheduled to work 8 hour days Monday - Friday from 8:00am - 4:30pm (includes 0.5 hour unpaid lunch break)
- Billy earns overtime when his hours worked per work week exceeds 40 hours
- Assumes Billy has already submitted his time data for Monday - Thursday, each day with a total of 8 hours a day

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Billy records his time worked, include the following:
  - Date of time worked
  - Indicating the number of hours worked to calculate his time worked
  - Manually associating each separate increment of time worked with the following multiple types of activity codes:
    - 4 hours associated to the following:
      - SIC Code: F3102 – PDS-Operating WQ Permit
      - Job Code: FJG1H General Permits-CAFO
      - Task Code: FTG5A-Permit App Review, Issue/Mod
    - 2 hours associated to the following:
      - SIC: F3102 – PDS-Operating WQ Permit
      - Job Code: FJG1Q – Nuisance Weed General Permit
      - Task Code: FTGB5 – Gen Permit Re-Authorize & Issue
    - 2 hours associated to the following:
      - SIC: F3102 – PDS-Operating WQ Permit
      - Job Code: FJG1H – General Permits-CAFO
      - Task Code: FTW5M – Data Entry
    - 1.5 hours associated to the following:
      - SIC Code: F3102 – PDS-Operating WQ Permit
      - Job Code: FJG1X – Gypsy Moth Control
      - Task Code: FTG5A – Permit App Review, Issue/Mod
    - 30 minutes associated to the following:
      - SIC Code: F3102 – PDS-Operating WQ Permit
      - Job Code: FJG1H – General Permits-CAFO
      - Task Code: FTW5T – General Meetings
  - How your solution automatically identifies the pay type (e.g. overtime)
  - How Billy elects to take his Overtime earned as Compensatory Time Earned
  - Submitting his time data to his direct supervisor, Carl Hanks
  - How the solution validates his time capture template against business rules (e.g. time reported validated against pre-established work schedule and shift schedule, overtime rule)
  - Utilizing warning alerts (e.g. overtime identified, time recorded exceeds scheduled work shift hours)
  - Receiving confirmation of successful submission of his time capture template
  - Maintaining a record of who submits the time capture template
- How Carl reviews and approves Billy's time capture template (e.g. work lists), include the following:
  - Notification to Carl for a pending time capture template needing approval
  - Warning alerts upon review to indicate exceptions (e.g. time recorded after Billy's regular scheduled shift, overtime identified, compensatory time earned)

- ◻ Approving the time capture template
- ◻ Maintaining a record of who approves the time capture template
- ◻ How Billy reviews his updated leave balances (e.g. compensatory time earned leave balances updated)
- ◻ Notification to Billy when Carl approves Billy's time capture template

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-56, TMK-60, TMK-61, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-69, TMK-90, TMK-84, TMK-91, TMK-88, TMK-92, TMK-152, TMK-169, TMK-170, TMK-171, TMK-173, TMK-174, TMK-155, TMK-161, TMK-266, TMK-181, TMK-184, TMK-187, TMK-192, TMK-199, TMK-200, TMK-209, TMK-210, TMK-212

5.6 Manually Associate Volunteer Time Worked with Multiple Job and Task Codes

Scenario:

In Scenario 3.7, volunteer Greg Anders' information was added directly to the TLA Solution in order to track and record his time. He works on several daily tasks throughout his work shift. He is required to track his volunteer hours worked daily by associating his time worked to activity codes (e.g. job and task codes). It may be necessary for Greg to associate multiple separate increments of time in a single day with multiple combinations of activity codes. Greg creates and submits his time capture template for Friday to his direct supervisor, Carl Hanks. Carl reviews and approves Greg's time capture template.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Greg is scheduled to work 8 hour days Monday - Friday from 6:30am - 3:00pm (includes 0.5 hour unpaid lunch break)
- Assumes Greg has already submitted his time data for Monday – Thursday.

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ◻ How Greg records his time worked, include the following:
  - ◻ Date of time worked
  - ◻ Indicating the number of volunteer hours worked to calculate his time worked
  - ◻ Manually associating each separate increment of time worked with the following multiple types of activity codes:
    - ◻ 4 hours associated to the following:
      - ◻ SIC Code: F3102 – PDS-Operating WQ Permit
      - ◻ Job Code: FJG1H General Permits-CAFO
      - ◻ Task Code: FTG5A-Permit App Review, Issue/Mod
    - ◻ 2 hours associated to the following:
      - ◻ SIC: F3102 – PDS-Operating WQ Permit
      - ◻ Job Code: FJG1Q – Nuisance Weed General Permit
      - ◻ Task Code: FTGB5 – Gen Permit Re-Authorize & Issue
    - ◻ 1.5 hours associated to the following:
      - ◻ SIC Code: F3102 – PDS-Operating WQ Permit
      - ◻ Job Code: FJG1X – Gypsy Moth Control

- ◻ Task Code: FTG5A – Permit App Review, Issue/Mod
- ◻ 30 minutes associated to the following:
  - ◻ SIC Code: F3102 – PDS-Operating WQ Permit
  - ◻ Job Code: FJG1H – General Permits-CAFO
  - ◻ Task Code: FTW5T – General Meetings
- ◻ Submitting his time data to his direct supervisor, Carl Hanks
- ◻ Receiving confirmation of successful submission of his time capture template
- ◻ Maintaining a record of who submits the time capture template

◻ How Carl reviews and approves Greg's time capture template (e.g. work lists), include the following:

- ◻ Notification to Carl for a pending time capture template needing approval
- ◻ Approving the time capture template
- ◻ Maintaining a record of who approves the time capture template

◻ Notification to Greg when Carl approves Greg's time capture template

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-56, TMK-60, TMK-61, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-69, TMK-152, TMK-155, TMK-161, TMK-266, TMK-181, TMK-184, TMK-187, TMK-199, TMK-200, TMK-209, TMK-212

5.7 Modify Time - Payroll has been Processed, Employee was Paid

Scenario:

In the scenario from above, Billy Graham accidentally recorded overtime he did not work. He needs to modify his time data to remove the following from his time capture template:

- 1.5 hours associated to the following:
  - SIC Code: F3102 – PDS-Operating WQ Permit
  - Job Code: FJG1X – Gypsy Moth Control
  - Task Code: FTG5A – Permit App Review, Issue/Mod
- 30 minutes associated to the following:
  - SIC Code: F3102 – PDS-Operating WQ Permit
  - Job Code: FJG1H – General Permits-CAFO
  - Task Code: FTW5T – General Meetings

Data set-up and rules:

- Refer to data set-up spreadsheet
- The time capture template has already been processed for payroll and Billy has been paid for his time worked
- Assumes Billy's previous time data has been captured in a time and activity/project detail report containing his hours allocated to theses activity codes

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

◻ Generate a time and activity/project detail report to include all of Billy's time allocated to the specific activity/project codes he indicated in script 5.5

◻ The process to modify a previously submitted and approved time capture template after payroll processing, include the following:

- ◻ Modifying the data in his time capture template without requiring reentry of all previously

entered data
  - Billy modifying his time capture template to remove the additional time reported
  - Billy submitting his modification to his time capture template to his direct supervisor, Carl
- How Carl reviews and accepts Billy's modification to his time capture template (e.g. work lists), include the following:
  - Notification to Carl when Billy modifies his time capture template
  - Accepting Billy's modification to the time capture template
- Notification to Billy when Carl accepts his modification to his time capture template
- Informational notification (e.g. time data modified for prior pay period) to Angela Hicks in Payroll
- How Angela reviews the informational notifications
- Generate a new time and activity/project detail report to illustrate the change (removal of the overtime hours) in the hours allocated to the specific activity/project codes he indicated in script 5.5

Requirement(s) covered:

TMK-265, TMK-226, TMK-228, TMK-266, TMK-232, TMK-233, TMK-234, TMK-208

5.8 Associate Time Worked - Using 24-hour Time Format

Scenario:

Alex Peterson is a Trooper with Washington State Patrol (WSP). He works on several activities throughout his work shift. He is required to track his hours worked daily by associating his time worked to an activity code. It is necessary for Alex to associate multiple separate increments of time in a single day with an activity code. Alex is required to indicate the number of hours worked for his regular time worked but if he works overtime he is required to utilize start and end times using 24-hour time format (military time).

Data set-up and rules:

- Refer to data set-up spreadsheet

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Alex records his time worked, include the following:
  - Date of time worked
  - Indicating the number of hours worked to calculate his time worked
  - Manually associating each separate increment of time worked with the following activity codes:
    - 1.5 hours associated to the following:
      - Activity Code: 3110-Calls for Service
    - 1 hour associated to the following:
      - Activity Code: 3130-Self-Initiated Contacts
    - 2.5 hours associated to the following:
      - Activity Code: 3120-Collisions
    - 1.5 hours associated to the following:
      - Activity Code: 3140-Patrol
    - 2 hours associated to the following:
      - Activity Code: 3140-Patrol

- 1.5 hours associated to the following:
  - Activity Code: 2700-Court
- Indicating start and end times worked to calculate his overtime worked
  - 16:00-18:00 timeframe associated to the following Activity Code:
    - Activity Code: 3110-Calls for Service
- Manually identifying the pay type (e.g. overtime)
- How Alex elects to take his Overtime earned as Pay
- Saving his time data as a work-in-progress

Requirement(s) covered:

TMK-265, TMK-6, TMK-15, TMK,14, TMK-56, TMK-60, TMK-57, TMK-58, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-90, TMK-84, TMK-89, TMK-92, TMK-135

5.9 Record, Submit and Approve Time on Behalf of a Group of Employees

Scenario:

A group of Washington State Department of Transportation (WSDOT) employees are assigned to a construction crew. Their shift supervisor, Tom Jones, is responsible for creating, submitting and approving a time capture template on behalf of the following employees:

- James Trout
- Sara Burton
- Rick Wilson

Data set-up and rules:

- Refer to data set-up spreadsheet
- Each member of the group worked 6:00am - 4:30pm with a 0.5 hour unpaid lunch break
- Each member worked a 10 hour day
- The work order charged to each employees time worked for the work shift are as follows:
  - 10 hours associated to the following:
    - Work Order: 008110-SR285/W End of the Gorge Sellar Bridge-Intersection Improve
    - Group: 60-Construction Engineering
    - Work Op: 0330-Inspection (Earthwork, Drainage, Surface and Paving)

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Tom creates a single time capture template on behalf of a group of employees (e.g. construction crew)
- How your solution maintains a record of who submits the time capture template
- How Tom reviews and approves a single time capture template for a group of employees (e.g. approver can create and approve time data in one step or approver must create and approval in separate steps)
- How your solution maintains a record of who submits the time capture template
- How the employees are notified a time capture template was submitted on their behalf

Requirement(s) covered:

TMK-266, TMK-6, TMK-141, TMK-160, TMK-161, TMK-162, TMK-203, TMK-209, TMK-212

5.10 Record Time for Employee Not Yet in Solution

Scenario:

Trent Lewis is a new state employee hired by Ecology (ECY) as an Information Technology Specialist 6. He started work on the 10th of the month. He is not yet set-up in the solution but is still required to capture his time worked from the 10th to the 15th of the same month he was hired.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Pay periods are from the 1st to the 15th and 16th to the last day of the month
- Trent is required to submit his time data to his direct supervisor, Carl Hanks, by the 15th of the month

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Trent records his time worked, include the following:
  - ☐ Date(s) of time worked
  - ☐ Indicating the number of hours worked to calculate his time worked
  - ☐ Associating his time worked with the following multiple types of activity codes:
    - ☐ DAY 10
      - ☐ 8 hours associated to the following:
        - SIC Code: A540X-Applications-IT Acq
        - Job Code: APJPD-Proj Mgmnt Process Development
    - ☐ DAY 11
      - ☐ 8 hours associated to the following:
        - SIC Code: A540X-Applications-IT Acq
        - Job Code: APJPD-Proj Mgmnt Process Development
    - ☐ DAY 12
      - ☐ 8 hours associated to the following:
        - SIC Code: A540Y-Application-IT M&O
        - Job Code: AFNSM-Fiscal Not System Maintenance
    - ☐ DAY 13
      - ☐ 8 hours associated to the following:
        - SIC Code: A540X-Applications-IT Acq
        - Job Code: APJPD-Proj Mgmnt Process Development
    - ☐ DAY 14
      - ☐ 8 hours associated to the following:
        - SIC Code: A540Y-Application-IT M&O
        - Job Code: AFNSM-Fiscal Not System Maintenance
    - ☐ DAY 15
      - ☐ 8 hours associated to the following:
        - SIC Code: A540Y-Application-IT M&O
        - Job Code: APHTM-Photo & Image Mgmt Syst Maint
  - ☐ Submitting his time data to his direct supervisor, Carl Hanks
  - ☐ Receiving confirmation of successful submission of his time capture template

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-150, TMK-56, TMK-60, TMK-64, TMK-152, TMK-155

5.11 Record Time - Daylight Savings

Scenario:

Rachel Johnson is a Communications Officer 1 with Washington State Patrol (WSP). Her scheduled shift falls on the day of daylight savings end.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Rachel's shift is on Sunday from 7:00pm - 5:30am with 0.5 hour unpaid lunch break
- Clocks are set back one hour at 2:00am
- Rachel would work an extra hour and be compensated for an hour overtime, even though that hour may not be reflected in the start and end times on her work shift

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ The capabilities of the solution in regards to adjusting Rachel's time capture data in accordance with daylight savings time
- ☐ How your solution identifies the Overtime
- ☐ How your solution allows Rachel to elect to take the Overtime as Compensatory Time Earned

Requirement(s) covered:

TMK-265, TMK-49, TMK-91, TMK-84, TMK-88, TMK-92

5.12 Record Time - Travel Time and Mileage

Scenario:

Richard Sullivan is Ferry Engine Room employee with Washington State Department of Transportation (WSDOT). His position is a permanent Assistant Engineer. Richard is scheduled to work a total of 12 hours a day. He is required to track his hours worked daily by associating his time worked to a work order. On occasion he maintains and repairs vessels at a repair yard. This can result in travel to a different location than his designated homeport. When this occurs he is entitled to round trip travel time and mileage.

On Monday, Richard's entire work shift was from 18:20am to 06:20pm performing maintenance work on the vessel Issaquah. The route for this day was a planned boat move. He worked his entire day as an Assistant Engineer and is paid as an Assistant Engineer. Richard was required to travel from his home port, Fauntleroy to the repair yard at Winslow. This resulted in round trip travel outside of his scheduled work day.

Richard is required to capture the following data on his time capture template:

- Work Order
- Watch
- Class Worked
- Class Paid
- Pay Type

- Pay Type Reason - only when pay type requires a reason
- Work Date

In addition to recording his time activity, he is required to capture the following additional data to justify his travel time and mileage:

- Trip Origination
- Trip Destination
- Purpose of Trip
- Home Address
- Home Terminal/Port

Data set-up and rules:

- Refer to data set-up spreadsheet and WSDOT - Schedule A
- Travel time outside of his scheduled work day does not result in overtime

Travel Time and/or Mileage Claims

Any travel time and/or mileage claims incurred by engine crewmembers must include the following supporting information in order for travel time and/or mileage claims to be paid:

- **Trip Origination**: All travel time and mileage claims must include the origination of the trip. The origination will either be the assigned home terminal or the terminal closest to the employee's residence.
- **Trip Destination**: All travel time and mileage claims must include the destination of the trip.
- **Purpose of Trip**: All travel time and mileage claims must include the purpose of the trip
- **Home Address**: In order to provide validation for the employee's homeport and travel distance, all travel time and mileage claims must include the employee's complete home address. Enter the address of the employee's residence. The purpose of this section is to validate the distance traveled.
- **Home Terminal/Port**: All travel time and mileage claims must include employee's assigned "duty station" or designated homeport

This information must be submitted for every trip, including multiple trips in one day.

Schedule A must be used, as per collective bargaining agreements, to determine the allowable travel time and/or miles that may be entered on timesheets.

Using Schedule A to Determine Travel Time and Mileage

Schedule A is used to determine the approved travel time and mileage between the employee's designated homeport or the port closest to the employee's residence (whichever results in the least travel entitlement) and the final destination of the trip. To determine the approved time and mileage, find the row as indicated on the left had side of Schedule A. This should indicate the original starting point. Then find the final destination point under the column heading at the top of the columns. The travel time and mileage is determined by following the row across until the time and mileage is found directly under the heading for the destination. These numbers represent travel and mileage for a single-trip; if the travel and mileage is round-trip these numbers need to be doubled.

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Richard records his time worked, include the following:
  - Recording the required time data
  - Recording the addition data to justify his travel time and mileage (e.g. information capture

template)

- How will your solution identifies and manages travel time and mileage (e.g. manually selected by employee, automatically identified by the solution based on the Schedule A)

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK-14, TMK-56, TMK-60, TMK-51, TMK-53, TMK-64, TMK-84, TMK-89, TMK-85, TMK-86, TMK-104, TMK-105, TMK-117, TMK-125, TMK-127

5.13 Identify When Time Recorded Qualifies for Penalty Pay

Scenario:

Jackson Phillips is a Ferry Deck employee with Washington State Department of Transportation (WSDOT). His position is an Ordinary Seaman (OS). Jackson is scheduled to work a total of 10 hours a day. He is required to track his hours worked daily by associating his time worked to a work order. On occasion he is required to clean-up excrement, vomit or blood from the deck of the ferry during his work shift. In doing so he qualifies for penalty pay.

On Friday, Jackson's entire work shift was from 06:05 to 16:05 working on Vessel Kaleetan and on the Seattle/Bremerton route. He worked his entire day as an Ordinary Seaman and is paid as an Ordinary Seaman. Jackson was required to clean-up vomit from the deck. It took him 30 minutes during his work shift to clean the area. Jackson used gloves, Portion Pac disinfectant and water to clean-up 2 cups of vomit in cat deck head starting at 14:20. Travis Taylor witnessed Jackson cleaning up the vomit.

Jackson is required to capture the following data on his time capture template:

- Work Order
- Watch
- Class Worked
- Class Paid
- Pay Type
- Pay Type Reason - only when pay type requires a reason
- Work Date

In addition to recording his time activity, he is required to capture the following additional data to justify his penalty pay:

- Employee Name
- Employee ID #
- Vessel
- Watch
- Date
- Witnessed by
- Personal Protective Equipment Used
- Quantity of Spill
- Cleaned With

Data set-up and rules:

- Refer to data set-up spreadsheet
- Penalty pay type requires a pay type reason
- Line item comments are required when penalty pay is indicated (e.g. penalty pay due to clean-up of vomit)

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Jackson records his time worked, include the following:
  - Recording the required time data
  - Recording the addition data to justify his penalty pay (e.g. information capture template)
  - How will your solution identifies and manages penalty pay (e.g. manually selected by employee, automatically identified by the solution)
  - Entering a comment on a line item on his time capture template
  - Submitting his time capture template to his shift supervisor, Jack Frost
  - How the solution validates his time capture template against business rules (e.g. time reported validated against pre-established work schedule and shift schedule, penalty pay rule)
  - Utilizing warning alerts (e.g. penalty pay identified)
  - Receiving confirmation of successful submission of a time capture template
  - Maintaining a record of who submits a time capture template
- How Jack reviews and approves Jackson's time capture template (e.g. work lists), include the following:
  - Notification to Jack for a pending time capture template needing approval
  - Warning alerts upon review to indicate exceptions (e.g. penalty pay type identified)
  - Reviewing Jackson's line item comment on the time capture template
  - Approving the time capture template
  - Maintaining a record of who approves a time capture template
- Notification to Jackson when his time capture template is approved

Requirement(s) covered:

TMK-265, TMK-6, TMK-139, TMK-15, TMK,14, TMK-56, TMK-60, TMK-51, TMK-53, TMK-64, TMK-67, TMK-68, TMK-69, TMK-84, TMK-89, TMK-85, TMK-86, TMK-117, TMK-125, TMK-127, TMK-152, TMK-107, TMK-108, TMK-169, TMK-170, TMK-171, TMK-173, TMK-174, TMK-155, TMK-161, TMK-266, TMK-181, TMK-184, TMK-187, TMK-192, TMK-195, TMK-199, TMK-209, TMK-212

5.14 Record Time When Employee Works in a Lower Job Classification

Scenario:

Jack Frost is a Ferry Deck employee with Washington State Department of Transportation (WSDOT). His position is a permanent Chief Mate. Jack is scheduled to work a total of 10 hours a day. He is required to track his hours worked daily by associating his time worked to a work order. On occasion he is required to work as a 2nd Mate, which is a lower job classification.

On Tuesday, Jack had been dispatched to work his entire work shift as a 2nd Mate to replace an absent employee. He worked from 06:05 to 16:05 working on Vessel Kaleetan and on the Seattle/Bremerton route. He worked his entire day as a 2nd Mate and is paid as a Chief Mate.

Jack is required to capture the following data on his time capture template:

- Work Order
- Watch

▪ Class Worked ▪ Class Paid ▪ Pay Type ▪ Pay Type Reason - only when pay type requires a reason ▪ Work Date
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ According to the rules of his CBA, Jack is guaranteed pay at the Chief Mate rate even when working as a 2nd Mate
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How Jack records his time worked to include all of the required time data □ How will your solution identifies and manages the changes in job classifications
Requirement(s) covered:
TMK-265, TMK-6, TMK-139, TMK,14, TMK-15, TMK-56, TMK-60, TMK-64, TMK-84, TMK-89, TMK-51, TMK-53, TMK-96

5.15 Record and Submit Time Utilizing IVR Functionality

Scenario:
Ray Bradshaw is a Natural Resource Scientist 3 with Ecology (ECY). He is out in the field and not able to access a PC but he has access to a phone. He is required to record and submit his time worked for his work shift using the IVR functionality.
Data set-up and rules:
▪ Refer to data set-up spreadsheet
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
□ How Ray records his time worked, include the following:
  □ Date(s) of time worked
  □ Indicating the number of hours worked to calculate his time worked
  □ Associating his time worked with the following activity code:
  □ 8 hours associated to the following:
  ▪ SIC Code: JJ199-38 Port of Tacoma/Kaiser
  □ Submitting his time data to his direct supervisor, Carl Hanks

Requirement(s) covered:
GF-19, GF-20

5.16 Record Time when Internet Connectivity is Unavailable

Scenario:
Owen Wagner is a Ferry worker with Washington State Department of Transportation (WSDOT). On many occasions throughout his work shift on the vessel, internet connectivity is unavailable. He is still required to capture his time data.

Data set-up and rules:
▪ Refer to data set-up spreadsheet
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How time data can be recorded electronically off-line when internet connectivity is unavailable □ How time data is synced up once internet connectivity is established
Requirement(s) covered:
TMK-265, TMK-264

5.17 Manage Time - Utilizing a PC and Mobile Device

Scenario:
None
Data set-up and rules:
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
□ How an employee can view each of the following:
  □ Current time capture template
  □ History of their time capture templates
□ How an employee is notified if they are missing a time capture template
□ How a supervisor can view each of the following:
  □ Current time capture templates of their employees
  □ History of their employees' time capture templates
□ How a supervisor is notified if they are missing an employee's time capture template

Requirement(s) covered:
TMK-265, TMK-245, TMK-246, TMK-257, TMK-266, TMK-250, TMK-258

6 Leave Management

6.1 Leave Request - Multiple Days, Crosses Pay Period

Scenario:

Alice Adams is an employee with Washington State Patrol (WSP) and she is planning on taking vacation from September 9th to the 20th, 2013. This leave request totals 80 hours. Alice creates and submits her leave request to her direct supervisor, Travis Beckett, on June 3rd, 2013. Alice's leave request is reviewed and approved by Travis, on June 3rd, 2013.

Data set-up and rules:

- Refer to data set-up spreadsheet
- The pay period is from the 1st to the 15th and from the 16th to the last day of the month
  - This particular leave request crosses the pay period
- Her work schedule is Monday - Friday; 8 hour days
- Her work shift is 8:00am - 4:30pm; 0.5 unpaid lunch break
- Alice is allowed to use her personal leave day (full day) and personal holiday (full day) towards her vacation leave
- Sufficient leave balances must be available to cover the date(s) of the leave request
- Alice's leave balances are as follows:
  - Sick - 0.00
  - Vacation - 64.00
  - LWOP - 0.00
  - Compensatory Time - 0.00
  - Personal Holiday (full day) - 1
  - Personal Leave (full day) - 1
  - Holiday Credit - 0.00
  - Temporary Salary Reduction - 0.00
- Alice accrues vacation leave at 12.66667 per month
- Assume Alice has not reached 80 hours of regular time worked and paid leave within the calendar month

<u>Leave Accrual rules:</u>
Full-time employees who have at least 80 hours of regular time and paid leave (including vacation and sick leave) within a calendar month are eligible to accrue leave. Overtime hours are not counted for leave accrual.

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Alice would create and submit her leave request for this scenario, include the following:
  - ☐ Date(s) of leave request
  - ☐ Indicating start and end times to calculate her leave time
  - ☐ Warning alerts (e.g. alpha entered in a numeric field)
  - ☐ Selecting the appropriate leave type(s)
  - ☐ Entering a comment on her leave request
  - ☐ Submitting her leave request to her direct supervisor, Travis Beckett
  - ☐ How the solution validates her leave request against business rules (e.g. sufficient leave balance for leave type requested)
  - ☐ Receiving confirmation of successful submission of her leave request

- ◻ How your solution maintains a record of who submits the leave request
- ◻ How Travis reviews and approves Alice's leave request (e.g. work lists), include the following:
  - ◻ Notification for a pending leave request needing approval
  - ◻ Warning alerts upon review to indicate exceptions (e.g. leave request crosses pay period, leave request exhausts all leave balances)
  - ◻ Viewing each of the following:
    - ◻ Alice's leave balances
    - ◻ Alice's comment on the leave request
  - ◻ Entering a comment on Alice's leave request
  - ◻ Approving the leave request
  - ◻ Maintaining a record of who approved the leave request
- ◻ Notification to Alice when her leave request is approved
- ◻ How Alice can view her updated leave balances once her leave request has been approved

Requirement(s) covered:

LV-217, LV-3, LV-71, LV-42, LV-43, LV-8, LV-10, LV-35, LV-36, LV-37, LV-64, LV-48, LV-30, LV-32, LV-60, LV-79, LV-90, LV-78, LV-83, LV-288, LV-104, LV-107, LV-124, LV-112, LV-131, LV-132, LV-137, LV-145, LV-146, LV-197, LV-198, LV-267, LV-257, LV-270, LV-268, LV-265, LV-266

6.2 Previous Approved Future Leave Request Results in Insufficient Leave Balance for Current Leave Request

Scenario:

Alice Adams previously submitted a future leave request for vacation. This leave request has already been approved by her direct supervisor, Travis Beckett. This leave request has exhausted all of Alice's leave balances. Alice calls in sick for her entire 8 hour day on June 6th, 2013. When Alice returns to the office on June 7th, 2013 she is required to submit a leave request for her sick day.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Alice's work schedule is Monday - Friday; 8 hour days
- Alice's work shift is 8:00am - 4:30pm; 0.5 unpaid lunch break
- Alice is not allowed to use LWOP when future leave requests either pending or approved can be modified to allow for sufficient leave balances for this leave request
- For sick leave requests, leave types must be used in the following order:
  - Sick
  - Compensatory
  - Personal Leave
  - Personal Holiday
  - Vacation
- Alice's leave balances after the approved future leave request are as follows:
  - Sick - 0.00
  - Vacation - 0.00
  - LWOP - 0.00
  - Compensatory Time - 0.00
  - Personal Holiday (full day) - 0
  - Personal Leave (full day) - 0
  - Holiday Credit - 0.00

▪ Temporary Salary Reduction - 0.00
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ The different options on how your solution would handle this situation, such as: □ Warning alerts □ Automatically modifying future leave requests □ Alice modifying future leave requests □ Alice cancelling future leave requests
Requirement(s) covered:
LV-217, LV-98, LV-158, ,LV-163, LV-164, LV-165, LV-169, LV-170, LV-171, LV-185, LV-186, LV-189, LV-190

6.3 Create, Submit and Approve a Leave Request On Behalf of a Group of Employees

Scenario:
A group of Washington State Department of Transportation (WSDOT) employees are assigned to a construction crew. The entire group of employees became sick after their lunch break and left work by 1:00pm on the same day. Their shift supervisor, Tom Jones, is responsible for creating, submitting and approving a single leave request on behalf of the following employees: ▪ James Trout ▪ Sara Burton ▪ Rick Wilson
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ All employees work the same work shift; 6:00am - 4:30pm with 0.5 hour unpaid lunch break ▪ Assumes all employees have sufficient sick leave balances ▪ Leave request is for a partial day, only 3.5 hours
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How Tom can create a single leave request on behalf of a group of employees □ How your solution maintains a record of who submits the leave request □ How Tom reviews and approves a single leave request for a group of employees (e.g. shift supervisor is able to create and approve leave requests in one step or shift supervisor must create and approval in separate steps) □ How your solution maintains a record of who approves the leave request
Requirement(s) covered:
LV-288, LV-3, LV-73, LV-42, LV-81, LV-83, LV-84, LV-139, LV-145

6.4 Create, Submit and Approve a Leave Request - Utilizing a Mobile Device

Scenario:

John Murray is an employee with Washington State Patrol (WSP) and he needs to create and submit a full day sick leave request to his direct supervisor, Travis Beckett. Travis is responsible for reviewing and approving John's leave request. Both John and Travis are not in the office and both are required to utilize a mobile device to create, submit and approve John's leave request.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes John has sufficient sick leave balances
- Leave request is for a full day, 8 hours

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How John would create and submit his leave request utilizing a mobile device, include the following:
  - ☐ Date(s) of leave request
  - ☐ Indicating the number of hours to calculate his leave time
  - ☐ Selecting the appropriate leave type(s)
  - ☐ Submitting his leave request to his direct supervisor, Travis Beckett
  - ☐ How the solution validates her leave request against business rules (e.g. sufficient leave balance for leave type requested)
  - ☐ Receiving confirmation of successful submission of his leave request
  - ☐ How your solution maintains a record of who submits the leave request
- ☐ How Travis reviews and approves John's leave request (e.g. work lists) utilizing a mobile device, include the following:
  - ☐ Notification for a pending leave request needing approval
  - ☐ Approving the leave request
  - ☐ Maintaining a record of who approved the leave request
- ☐ Notification to John when his leave request is approved
- ☐ How John can view his updated leave balances once his leave request has been approved

Requirement(s) covered:

LV-217, LV-3, LV-71, LV-42, LV-35, LV-39, LV-48, LV-30, LV-32, LV-79, LV-90, LV-78, LV-83, LV-288, LV-104, LV-107, LV-137, LV-145, LV-146, LV-197, LV-200, LV-198

6.5 Leave Request and Approval for Prior Pay Period - Utilizing a Mobile Device

Scenario:

Tiffany Johnson is an employee with Washington State Patrol (WSP). Her prior pay period time capture template has already been submitted and approved. She realizes she did not submit a vacation leave request for one of the days during her prior pay period. Tiffany creates and submits a leave request for approval to her direct supervisor, Travis Beckett. Travis reviews and approves Tiffany's leave request. Tiffany and Travis are both out of the office and neither have access to a PC. They both will be required to utilize a mobile device for the creation, submission and approval of Tiffany's leave request.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes Tiffany has an approved prior pay period time capture template

- Pay periods are from the 1st to the 15th and 16th to the last day of the month
- Payroll is required to be notified for corrections to prior pay period data
- Tiffany is required to associate leave time to an activity code

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Tiffany creates and submits a leave request, include the following:
  - ☐ Date of leave request
  - ☐ Indicating start and end times to calculate her leave time
  - ☐ Selecting the appropriate leave type(s)
  - ☐ How Tiffany associates her leave time with the following activity code:
    - Activity Code: 2500 – Administrative Support
  - ☐ Entering a comment on her leave request
  - ☐ Submitting her leave request to her direct supervisor, Travis Beckett
  - ☐ Warning alerts (e.g. leave time requested for a prior pay period)
  - ☐ Overriding the warning alert
  - ☐ Receiving confirmation of successful submission of a leave request
  - ☐ How your solution maintains a record of who submits the leave request
- ☐ How Travis reviews and approves Tiffany's leave request (e.g. work lists), include the following:
  - ☐ Notification to Travis for a pending leave request needing approval
  - ☐ Warning alerts indicating exceptions (e.g. leave time requested for a prior pay period)
  - ☐ Reviewing Tiffany's comment on her leave request
  - ☐ Entering a comment on Tiffany's leave request (comments are maintained separately from employee's comments and are viewable separately)
  - ☐ Approving the leave request
  - ☐ How your solution maintains a record of who approves the leave request
- ☐ Notification to Tiffany when her leave request is approved
- ☐ Informational notification (e.g. leave request approved for prior pay period) to Scott Richards in Payroll
- ☐ How Scott reviews the informational notifications
- ☐ How Tiffany can view her updated leave balances once her leave request has been approved

Requirement(s) covered:

LV-217, LV-3, LV-71, LV-42, LV-35, LV-36, LV-37, LV-48, LV-30, LV-32, TMK-71, LV-60, LV-79, LV-94, LV-95, LV-78, LV-83, LV-288, LV-104, LV-107, LV-124, LV-131, LV-132, LV-137, LV-145, LV-146, LV-144, LV-197, LV-200, LV-198

6.6 Leave Request and Approval for Future Pay Period - Taking Projected Leave Balances into Account

Scenario:

Josh Ashley is a full-time Corrections and Custody Officer 2 with Department of Corrections (DOC). He works in a unit that requires the custody staff to submit their vacation leave requests for the year, during the month of January. Josh's direct supervisor, Stan Lee is responsible for approving his leave requests.

Josh needs to create 3 different blocks of vacation leave requests, each totaling 40 hours, for the following timeframes:

- ☐ August 11th-14th, 2013
- ☐ September 15th-18th, 2013
- ☐ October 6th-9th, 2013

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes solution is capable of projecting future leave balances
- Full-time employees who have at least 80 hours of regular time and paid leave (including vacation and sick leave) within a calendar month are eligible to accrue leave. Overtime hours are not counted for leave accrual.
- Assumes Josh will be working at least 80 hours of regular time each month
- Josh accrues leave at the following rates:
  - Sick = 8 hours per month
  - Vacation = 14 days (9 hours and 20 minutes) per month
- Assumes Josh is submitting his leave request in the month of January
- Josh's work schedule is Sunday - Wednesday; 10 hour days
- Josh's work shift is 5:30am - 4:00pm; 0.5 unpaid lunch break
- Josh's work week is 12:00am Sunday - 11:59 pm Saturday
- If Josh's projected leave balances on the date of leave are adequate to cover the future leave request he is allowed to submit his future vacation leave request even if his current leave balances are not adequate to cover his request.
- For vacation leave requests, the following leave types may be used:
  - Vacation
  - Compensatory
  - Personal Leave
- Josh's current leave balances are as follows (as of January, after his January accrual and prior to any leave requests):
  - Sick - 27.25
  - Vacation - 71.00
  - LWOP - 0.00
  - Compensatory Time - 10.00
  - Personal Leave (full day) - 1

Full-time employee - An employee who is scheduled to work forty hours in one work week

Leave is recorded and displayed in decimal format

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Josh creates and submits a future leave request, include the following:
  - ☐ Josh viewing his projected leave balances on a specific date
  - ☐ Submitting the above future leave requests, utilizing projected leave balances to cover his leave time
- ☐ How Stan reviews and approves Josh's future leave request, include the following:
  - ☐ Viewing Josh's projected leave balances on a specific date
  - ☐ Approving the leave request

Requirement(s) covered:

LV-217, LV-257, LV-258, LV-267, LV-46, LV-47, LV-71, LV-43, LV-79, LV-98, LV-99, LV-264, LV-288, LV-271, LV-272

6.7 Leave Request with Multiple Approvers

Scenario:

Olivia John is an employee with Department of Social and Health Services (DSHS). She holds two different positions, is assigned two different employee ID numbers and has a different supervisor for each position. She calls in sick for the full day on Monday. When she returns to the office on Tuesday she is required to create and submit her leave request. She reports to Tamera Holden from 7:00am-11:00am and then reports to Samuel Fields from 2:00pm-6:00pm. Each supervisor is responsible for reviewing and approving their portion of Olivia's leave request.

Data set-up and rules:

- Refer to data set-up spreadsheet

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How Olivia creates and submits a leave request when there are multiple supervisors, include the following:
  - ☐ Date of leave request
  - ☐ Indicating start and end times to calculate her leave time
  - ☐ Selecting the appropriate leave type(s)
  - ☐ Receiving confirmation of successful submission of her leave request
- ☐ How your solution maintains a record of who submits a leave request
- ☐ How Tamera and Samuel would review and approve their portion of Olivia's leave request (e.g. work lists), to include:
  - ☐ Approving leave request
- ☐ How your solution maintains a record of who approves a leave request
- ☐ Notification to Olivia when her leave request is approved

Requirement(s) covered:

LV-217, LV-3, LV-71, LV-42, LV-35, LV-36, LV-37, LV-48, LV-30, LV-32, LV-79, LV-78, LV-83, LV-141, LV-288, LV-104, LV-107, LV-137, LV-145, LV-146

6.8 Rejection of Leave Request - Current Pay Period

Scenario:

Tiffany Johnson is an Office Assistant 3 with Washington State Patrol (WSP). She has submitted a leave request for personal holiday for a full day for the current pay period. Her supervisor, Travis Beckett has decided there is not enough coverage for Tiffany to have the day off. Travis will need to reject Tiffany's personal holiday leave request.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes Tiffany has already submitted a personal holiday leave request for a full day
- Travis has 5 employees that report to him and assume 2 employees already have approved leave requests for the same day as Tiffany's leave request
- Pay periods are from the 1st to the 15th and the 16th to the last day of the month

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Travis reviews and rejects Tiffany's leave request, include the following:
  - Reviewing all of his employees':
    - Leave balances
    - Pending leave requests
    - Leave history
    - Shift schedules
  - Entering a comment on Tiffany's leave request
  - Rejecting Tiffany's leave request
- How your solution maintains a record of who rejects a leave request
- Notification to Tiffany when her leave request has been rejected

Requirement(s) covered:

LV-288, LV-107, LV-112, LV-115, LV-120, LV-121, LV-132, LV-137, LV-152, LV-155

6.9 Modify Leave Request - Current Pay Period

Scenario:

Trent Lewis is an Information Technology Specialist 6 with Ecology (ECY). He has submitted a leave request for vacation for the current pay period. The leave request has already been approved by his direct supervisor, Carl Hanks. Trent has decided he would prefer to use his compensatory time instead of his vacation leave.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Pay periods are from the 1st to the 15th and the 16th to the last day of the month
- Assumes Trent has a previously submitted and approved vacation leave request for the current pay period
- Assumes Trent has sufficient leave balance for compensatory time

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- How Trent modifies his leave request, to include the following:
  - Modifying his leave request without requiring reentry of all previously entered data
  - Indicating a reason for modifying his leave request (e.g. changed leave type)
- How Carl reviews and approves Trent's modification to his leave request, to include the following:
  - Notification to Carl when Trent modifies his leave request
  - Approving the leave request modification
- Notification to Trent when Carl accepts his modification to the leave request

Requirement(s) covered:

LV-217, LV-163, LV-164, LV-165, LV-167, LV-169, LV-288, LV-170, LV-171

6.10 Modify Leave Request on Behalf of an Employee - Current Pay Period

Scenario:
Ray Bradshaw is a Natural Resource Scientist 3 with Ecology (ECY). He has submitted a leave request for vacation leave for Monday for the current pay period. The leave request has already been approved by his direct supervisor, Carl Hanks. Ray has decided he would prefer to use his vacation leave on Friday instead of Monday. Ray is not able to modify his own leave request so his supervisor Carl will need to modify the leave request on behalf of Ray.
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ Pay periods are from the 1st to the 15th and the 16th to the last day of the month ▪ Assumes Ray has a previously submitted and approved vacation leave request for Monday for the current pay period
Demonstrate:
Demonstrate your Solutions process to accomplish the following: □ How Carl modifies Ray's leave request on behalf of Ray, to include the following: □ Modifying Ray's leave request without requiring reentry of all previously entered data □ Notification to Ray when Carl modifies his leave request
Requirement(s) covered:
LV-288, LV-176, LV-165, LV-178

6.11 Cancel Leave Request(s) - Current Pay Period

Scenario:
Tom Jones is a Transportation Engineer 4 with Washington State Department of Transportation (WSDOT). He has submitted a leave request for a full week of vacation for the current pay period. The leave request has already been approved by his direct supervisor, Dan Lowe. Tom has decided not to take the time off and will need to cancel his previously approved leave request.
Data set-up and rules:
▪ Refer to data set-up spreadsheet ▪ Pay periods are from the 1st to the 15th and the 16th to the last day of the month ▪ Assumes Tom has a previously submitted and approved vacation leave request for the current pay period
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
□ How Tom cancels his leave request, to include the following:
  □ Indicating a reason for cancelling leave request (e.g. vacation was cancelled)
  □ Cancelling his leave request
□ Notification to Dan when Tom cancels his leave request
□ How Dan can review and accept Tom's leave request cancellation request
□ How Tom can view his updated leave balances once his leave request has been cancelled

Requirement(s) covered:
LV-217, LV-185, LV-186, LV-187, LV-189, LV-288, LV-107, LV-190, LV-197, LV-46, LV-47, LV-198, LV-

199, LV-200

6.12 Leave Accruals for Full-time Employee - Vacation & Sick

Scenario:

Alice Adams is a full-time employee with Washington State Patrol (WSP). She belongs to a Personnel Sub Area that follows the General Government rules for leave accrual. Her Anniversary Date (indicates Total State Employment) is June 24, 2009. Her Unbroken Service Date (indicates Continuous State Employment) is February 15, 2010. Alice has recorded 88 hours of time worked for the pay period June 1-15, 2013 and her supervisor approves her time worked.

Data set-up and rules:

General Government Leave accrual rules for employees:
WAC Chapter Sections 357-31-115 to 215:

Full-time employees who have at least 80 hours of regular time and paid leave (including vacation and sick leave) within a calendar month are eligible to accrue leave. Overtime hours are not counted for leave accrual.
For part-time and hourly employees, vacation and sick leave accruals are proportionate to the number of hours in paid status in the month to that required for full-time regular scheduled employment.

- Full-time employees earn eight hours of sick leave per month
- Full-time employees who are in pay status for less than eighty non-overtime hours in a month do not earn a monthly accrual of vacation and sick leave.
- Vacation leave may be accumulated to a maximum of thirty working days (240 hours).
- Full-time employees accrue vacation leave at the following rates:
  a) During the first year of continuous state employment - Twelve days (eight hours per month);
  b) During the second year of continuous state employment - Thirteen days (eight hours, forty minutes per month);
  c) During the third and fourth years of continuous state employment - Fourteen days (nine hours, twenty minutes per month);
  d) During the fifth, sixth, and seventh years of total state employment - Fifteen days (ten hours per month);
  e) During the eighth, ninth, and tenth years of total state employment - Sixteen days (ten hours, forty minutes per month);
  f) During the eleventh year of total state employment - Seventeen days (eleven hours, twenty minutes per month).
  g) During the twelfth year of total state employment - Eighteen days (twelve hours per month).
  h) During the thirteenth year of total state employment - Nineteen days (twelve hours, forty minutes per month).
  i) During the fourteenth year of total state employment - Twenty days (thirteen hours, twenty minutes per month).
  j) During the fifteenth year of total state employment - Twenty-one days (fourteen hours per month).
  k) During the sixteenth and succeeding years of total state employment - Twenty-two days (fourteen hours, forty minutes per month).
- Part-time employees accrue vacation leave credits on a pro rata basis in accordance with WAC 357-31-125.

- Part-time employees earn sick leave on a pro rata basis in accordance with WAC 357-31-125.

Full-time employee - An employee who is scheduled to work forty hours in one work week

Part-time employee - An employee who is scheduled to work less than that required for a full-time employee

- Leave is recorded and displayed in decimal format

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution is able to add the correct vacation and sick leave accrual amounts to Alice's leave balances once she has become eligible to earn leave (e.g. approved time capture template(s) totaling at least 80 hours worked)
- ☐ How Alice can view (e.g. daily, weekly, monthly) each of the following for each leave type:
  - ☐ Leave accruals
  - ☐ Leave usages
  - ☐ Running leave balance
  - ☐ Projected future leave balances by a specified date

Requirement(s) covered:

LV-254, LV-309, LV-257, LV-258, LV-306, LV-262, LV-263, LV-264, LV-217, LV-198, LV-199, LV-200, LV-267, LV-268, LV-270

6.13 Leave Accruals for Part-time Employee - Vacation & Sick

Scenario:

Matt Martin is a part-time hourly employee with Washington State Patrol (WSP). He belongs to a Personnel Sub Area that follows the General Government rules for leave accrual. His Anniversary Date (indicates Total State Employment) is May 1, 2011. His Unbroken Service Date (indicates Continuous State Employment) is May 1, 2011. Matt has been paid for 40 hours worked for pay period June 1-15, 2013. He has recorded 56 hours of time worked for pay period June 16-30, 2013 and his supervisor has approved his time worked.

Data set-up and rules:

General Government Leave accrual rules for employees:
WAC Chapter Sections 357-31-115 to 215:

Full-time employees who have at least 80 hours of regular time and paid leave (including vacation and sick leave) within a calendar month are eligible to accrue leave. Overtime hours are not counted for leave accrual.
For part-time and hourly employees, vacation and sick leave accruals are proportionate to the number of hours in paid status in the month to that required for full-time regular scheduled employment.

- Full-time employees earn eight hours of sick leave per month
- Full-time employees who are in pay status for less than eighty non-overtime hours in a month do not earn a monthly accrual of vacation and sick leave.
- Vacation leave may be accumulated to a maximum of thirty working days (240 hours).

- Full-time employees accrue vacation leave at the following rates:
  - l) During the first year of continuous state employment - Twelve days (eight hours per month);
  - m) During the second year of continuous state employment - Thirteen days (eight hours, forty minutes per month);
  - n) During the third and fourth years of continuous state employment - Fourteen days (nine hours, twenty minutes per month);
  - o) During the fifth, sixth, and seventh years of total state employment - Fifteen days (ten hours per month);
  - p) During the eighth, ninth, and tenth years of total state employment - Sixteen days (ten hours, forty minutes per month);
  - q) During the eleventh year of total state employment - Seventeen days (eleven hours, twenty minutes per month).
  - r) During the twelfth year of total state employment - Eighteen days (twelve hours per month).
  - s) During the thirteenth year of total state employment - Nineteen days (twelve hours, forty minutes per month).
  - t) During the fourteenth year of total state employment - Twenty days (thirteen hours, twenty minutes per month).
  - u) During the fifteenth year of total state employment - Twenty-one days (fourteen hours per month).
  - v) During the sixteenth and succeeding years of total state employment - Twenty-two days (fourteen hours, forty minutes per month).
- Part-time employees accrue vacation leave credits on a pro rata basis in accordance with WAC 357-31-125.
- Part-time employees earn sick leave on a pro rata basis in accordance with WAC 357-31-125.

Full-time employee - An employee who is scheduled to work forty hours in one work week

Part-time employee - An employee who is scheduled to work less than that required for a full-time employee

Leave is recorded and displayed in decimal format

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ How your solution is able to add the correct vacation and sick leave accrual amounts to Matt's leave balances once he has become eligible to earn leave (e.g. approved time capture template(s) totaling at least 80 hours worked)
- ☐ How Matt can view (e.g. daily, weekly, monthly) each of the following for each leave type:
  - ☐ Leave accruals
  - ☐ Leave usages
  - ☐ Running leave balance
  - ☐ Projected future leave balances by a specified date

Requirement(s) covered:

LV-254, LV-309, LV-257, LV-258, LV-306, LV-262, LV-263, LV-264, LV-217, LV-198, LV-199, LV-200, LV-267, LV-268, LV-270

6.14 Leave Accrual Recalculation for Part-time Employee - Vacation & Sick

Scenario:

Joe Moore is a part-time hourly employee with Washington State Patrol (WSP). He belongs to a Personnel Sub Area that follows the General Government rules for leave accrual. His Anniversary Date (indicates Total State Employment) is May 1, 2011. His Unbroken Service Date (indicates Continuous State Employment) is May 1, 2011. Joe worked 110 hours during the month of May. On June 25 it was determined he forgot to record 10 hours of working time for the month of May. His corrected total hours worked in May is 120.

Data set-up and rules:

General Government Leave accrual rules for employees:
WAC Chapter Sections 357-31-115 to 215:

Full-time employees who have at least 80 hours of regular time and paid leave (including vacation and sick leave) within a calendar month are eligible to accrue leave. Overtime hours are not counted for leave accrual.
For part-time and hourly employees, vacation and sick leave accruals are proportionate to the number of hours in paid status in the month to that required for full-time regular scheduled employment.

- Full-time employees earn eight hours of sick leave per month
- Full-time employees who are in pay status for less than eighty non-overtime hours in a month do not earn a monthly accrual of vacation and sick leave.
- Vacation leave may be accumulated to a maximum of thirty working days (240 hours).
- Full-time employees accrue vacation leave at the following rates:
  - l) During the first year of continuous state employment - Twelve days (eight hours per month);
  - m) During the second year of continuous state employment - Thirteen days (eight hours, forty minutes per month);
  - n) During the third and fourth years of continuous state employment - Fourteen days (nine hours, twenty minutes per month);
  - o) During the fifth, sixth, and seventh years of total state employment - Fifteen days (ten hours per month);
  - p) During the eighth, ninth, and tenth years of total state employment - Sixteen days (ten hours, forty minutes per month);
  - q) During the eleventh year of total state employment - Seventeen days (eleven hours, twenty minutes per month).
  - r) During the twelfth year of total state employment - Eighteen days (twelve hours per month).
  - s) During the thirteenth year of total state employment - Nineteen days (twelve hours, forty minutes per month).
  - t) During the fourteenth year of total state employment - Twenty days (thirteen hours, twenty minutes per month).
  - u) During the fifteenth year of total state employment - Twenty-one days (fourteen hours per month).
  - v) During the sixteenth and succeeding years of total state employment - Twenty-two days (fourteen hours, forty minutes per month).
- Part-time employees accrue vacation leave credits on a pro rata basis in accordance with WAC 357-31-125.
- Part-time employees earn sick leave on a pro rata basis in accordance with WAC 357-31-125.

Full-time employee - An employee who is scheduled to work forty hours in one work week **Part-time employee** - An employee who is scheduled to work less than that required for a full-time employee Leave is recorded and displayed in decimal format
Demonstrate:
Demonstrate your Solutions process to accomplish the following: - How your solution is able to adjust Joe Moore's vacation leave accrual for the month of May - How your solution is able to adjust Joe Moore's sick leave accrual for the month of May
Requirement(s) covered:
LV-198, LV-254, LV-257

6.15 Manage Leave - Utilize a PC and Mobile Device

Scenario:
None
Data set-up and rules:
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
- Demonstrate how an employee would view each of the following:
  - Pending leave requests
  - Approved leave requests
  - Leave history, include the following:
  - Leave accruals
  - Leave usages
  - Running leave balance

Requirement(s) covered:
LV-217, LV-197, LV-198, LV-199, LV-200

7 General

7.1 Manage User Profiles

Scenario:
None
Data set-up and rules:
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
□ Where within your solution user profiles are configured
□ How standard/default user profiles are created, include the following:
  □ Associating security rights to each user
  □ Utilizing effective dating with the association of security rights to each user (e.g. begin date and end date, future dates)
  □ Assigning a user to multiple user roles concurrently
□ How a user's role/access is set up using the standard profiles, include the following users:
  □ Employee
  □ Supervisor/Approver

Requirement(s) covered:
TC-039, TC-043, TC-044, TC-045, TC-046, TC-047

7.2 Business Rules Configuration

Scenario:
DO NOT CONFIGURE THE FOLLOWING BUSINESS RULES PRIOR TO YOUR SCHEDULED DEMONSTRATION TIME. CONFIGURATION OF THESE BUSINESS RULES MUST BE DONE DURING YOUR SCHEDULED DEMONSTRATION TIME. **Business Rule 1:** State employees that are non-represented are covered by the Civil Service Rules (Title 357 WAC). Below is an example of when an employee covered by the Civil Service Rules and designated as overtime eligible would earn overtime. The following rules must be met for the purposes of determining overtime earned: • Employee has worked in excess of forty (40) hours in one work week • All paid holidays during the employee's regular work schedule are considered time worked • Leave with pay during the employee's regular work schedule is not considered time worked **Business Rule 2:** The Ferries division of Washington State Department of Transportation (WSDOT) has very complex business rules, one of which is identifying when an employee earns overtime. Below is an example of when a permanent employee belonging to the Inlandboatmen's Union of the Pacific (IBU) Collective Bargaining Agreement would earn overtime. IBU permanent employees are guaranteed 80 hours in the work cycle. They earn overtime when any of the following are met: ▪ After working 80 hours in the work cycle

- Working on scheduled day off
- Working hours before scheduled shift
- Working hours after scheduled shift
- Working hours that are longer in duration than that of their regularly scheduled work shift (e.g. regular work shift is 8 hours but offered to work another work shift that is 10 hours, employee gets 8 hours straight pay and 2 hours OT)

Data set-up and rules:

- Work cycle - 14 day period from 12:01am Sunday-12:00pm Saturday

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ Where within your solution business rules are configured
- ☐ For each business rule identified above, demonstrate how to manage the business rules to include each of the following:
  - ☐ Creating each business rule within your solution
  - ☐ Associating a business rule to a CBA and/or group of employees
  - ☐ Setting effective dates (e.g. begin and end dates, future begin and end dates)
  - ☐ Setting business rules at each of the following levels:
    - ☐ Statewide
    - ☐ Agency
  - ☐ Modifying a business rule
  - ☐ Maintaining a history of changes to a business rules

Requirement(s) covered:

GF-247, GF-248, GF-196, GF-197, GF-246, GF-30, GF-31

7.3 Workflow

Scenario:

Independent workflow configuration is necessary for time capture data and leave requests, in cases when there is a single approver or multiple approvers. Configure setting up a workflow for a case when an employee is assigned a direct supervisor but has two shift supervisors during their work shift. Each shift supervisor is responsible for reviewing and approving their portion of the time capture template but the direct supervisor is responsible for reviewing and approving the leave requests.

Data set-up and rules:

Demonstrate:

Demonstrate your Solutions process to accomplish the following:

- ☐ Where within your solution workflow is configured
- ☐ How to manage workflow, include the following:
  - ☐ Independent configuration of a workflow process (e.g. time capture vs. leave request)
  - ☐ Establishing workflow for time capture approval
  - ☐ Associating multiple approvers to the approval of a time capture template
  - ☐ Modifying the time capture template workflow
  - ☐ Maintaining a history of the modification to a time capture template workflow
  - ☐ Establishing workflow for leave request approval

◻ Associating a single approver to the approval of a leave request ◻ Modifying the leave request workflow ◻ Maintaining a history of the modification to a leave request workflow ◻ How to configure for independent configuration of each step in a workflow process (e.g. create, review, submit, approve)
Requirement(s) covered:
GF-211, GF-220, GF-221, GF-226, GF-30, GF-31

7.4 Delegation

Scenario:
Delegating approver authority is necessary when a primary approver will be unavailable. On occasion the primary approver may need to delegate approval of the time capture data and leave requests to another designated user on a temporary basis. There is a need for the solution to allow the delegation of approval to be set outside of the organizational hierarchy. Meaning in some instances the user designated as the approver may not be parallel with the approver or above the approver in the organizational hierarchy. It may be necessary for the approver to designate a user below them in the organization hierarchy (e.g. administrative assistant).
Data set-up and rules:
Demonstrate:
Demonstrate your Solutions process to accomplish the following: ◻ Where within your solution approver delegation is configured ◻ How an approver is able to manage delegation to include the following: ◻ Establishing approver delegation for time capture data and leave requests ◻ Associating an approver for time capture data and leave requests ◻ Associated separate approvers for time capture data and leave requests ◻ Utilizing effective begin and end dates to delegate approval for a temporary period of time ◻ Maintaining a history of delegation ◻ Modifying the delegation ◻ How delegation can be set up in the absence of the approver (e.g. primary approver is out of the office and unable to manage their delegation)
Requirement(s) covered:
GF-231, GF-232, GF-233, GF-234, GF-235, GF-236, GF-237, GF-238, GF-30, GF-31, GF-240

7.5 Reporting

Scenario:
None
Data set-up and rules:
Demonstrate:

Demonstrate your Solutions process to accomplish the following:
□ The types of reports available "out of the box", including the following:
  □ Time detail reports
  □ Activity tracking (e.g. work orders, job and task codes)
  □ Overtime detail and summary report (e.g. individual employee vs. group of employees)
  □ Absentee tracking (e.g. individual employee vs. group of employees)
  □ Leave patterns/trends
  □ Scheduling detail reports
□ The ability to designate favorite reports
□ The ability to export report results and the formats that are available
□ Report generation using each of the following methods:
  □ On a set schedule
  □ Ad-hoc requests

Requirement(s) covered:
GF-63, GF-76, GF-82, GF-97

7.6 Ad-hoc Reporting

Scenario:
An authorized Business Analyst (BA) has been assigned a task to design and produce a new report using TLA data.
Data set-up and rules:
Demonstrate:
□ How the BA would design the interface □ The data elements available (e.g. is the list of elements limited or are all elements available) □ The ability to restrict the data elements viewed by role □ Show new report in its presentation format □ The ability to export report results and the formats that are available
Requirement(s) covered:
GF-57, GF-58, GF-59, GF-60, GF-61, GF-62, GF-63, GF-64, GF-65, GF-66, GF-67, GF-68, GF-69, GF-70, GF-71, GF-72, GF-73, GF-74, GF_79, GF-80, GF-81, GF-82, GF-85

7.7 Multiple User Roles and Authenticating

Scenario:

Carl Hanks is a Supervisor and the current IT system administrator for Ecology (ECY). Carl's system administrator duties will be transferring to Trent Lewis in two weeks.

Carl will fill out and submit his timesheet, approve his team's timesheets, and run an audit report for integration activities from the previous day all using a single log in.

Data set-up and rules:

- Refer to data set-up spreadsheet
- Assumes Carl has the system administrator rights for ECY until Trent takes over.
- Assumes Trent will have the same system rights Carl had and Carl's system admin rights will be terminated.
- Assumes that the user (Carl) is proficient with running audit reports to obtain integration activities
  - ***Detailed Audit reporting will be demonstrated in script 7.12.***

Demonstrate:

- ☐ The ability to navigate between several functional areas without re-authenticating.
- ☐ How a user's (Carl) role/access is set up using the standard profiles, include the following capabilities:
  - ☐ Employee (Carl enters his time sheet)
  - ☐ Supervisor (Carl has access to his team member only)
  - ☐ Administrator (Carl has system administrator privileges to run an audit report for integration actives)
- ☐ Setting up administrative user roles at the State-wide and agency-specific levels
- ☐ Physically produce the sample integration activity audit report.

Requirement(s) covered:

TC-034 ,TC-039, TC-041, TC-043, TC-044, TC-045, , TC-047, TC-049

7.8 Configuration

Scenario:

DO NOT CONFIGURE THE FOLLOWING PRIOR TO YOUR SCHEDULED DEMONSTRATION TIME. CONFIGURATION OF THESE ITEMS MUST BE DONE DURING YOUR SCHEDULED DEMONSTRATION TIME.

Configuration of the system to enable different agencies to use timesheets with agency-configurable data-entry fields. WSP wants "Accident Clean-up" and "Task" to appear on their employees' timesheets. If a Task "Swept Up" is selected, then WSP employees need to choose from a list of Equipment Used or write in an answer. Other agencies do not want to see these fields on their employee's timesheets.

Data set-up and rules:

Rules

- Assume that "Accident Clean Up and Task" lists are cost allocated fields and will be processed through HRMS [SAP/HCM].
- Assume that Equipment list is NOT cost allocated and will NOT be processed through HRMS, but will need exportable.

Data set up

- Accident Clean Up will contain;
  - 1 Water clean-up
  - 2 Road clean-up
  - 3 Bio clean up.
- Task list will contain;
  - 1 Scrubbing
  - 2 Adding Saline
  - 3 Swept up.
- Equipment list will contain;
  - 1 Small broom
  - 2 Medium broom
  - 3 Large broom
  - 4 Other (allows the user to write in response)

Demonstrate:

- ☐ Statewide configuration for administering WSP's (or any agency's) timesheet preferences.
- ☐ Providing values for selection lists on the timesheet.
  - ☐ From an external source. Demonstrate how this data is acquired (e.g. SAP\HCM would be considered an external source)
  - ☐ From internal source. Demonstrate how this data is acquired (e.g. an interface within the TLA solution would be considered an internal source)
  - ☐ Enforce the data relationships among the selection lists.
- ☐ Populating agency-defined selection lists in near real time (e.g. providing a timesheet with a selection list based on values just changed by a WSP's system administrator's computer).
- ☐ Configuring the text box that would be required upon selection of one of the list items. (e.g. "Other")
- ☐ Positioning each selection box in the user interface.
- ☐ Configuring contents and position of selection lists by agency.
- ☐ How to create the logical relationships between tasks and resources, how to appropriately populate the default entries and available sections for each task and its related resources.
- ☐ How a resource or task specific message can be created and associated with a specific task(s) and resource(s).
- ☐ How a resource or task's specific message can be displayed to the users upon their selection of any given task or resource.
- ☐ Agency specific users receive only messages, tasks and resources specific to their agency.

Requirement(s) covered:

TC-008, TMK-21, TMK-22, TMK-23, TMK-24, TMK-51, TMK-52, TMK-53, TMK-82, TMK-87, TMK-109, TMK-110, TMK-116, TMK-267, TMK-268, TMK-269, TMK-270, TMK-271, TMK-277, TMK-278, TMK-279, TMK-280, TMK-301, TMK-304, TMK-308, GF-42, GF-44, GF-45, GF-49, GF-50

7.9 Technical Business Rules Configuration

Scenario:

Using demonstration script 7.2 Business Rules Configuration

Data set-up and rules:

Demonstrate:

- How the business rule engine will be restricted to only use predefined definitions (e.g. from a data dictionary)
- How the business rule editor provides feedback that the rules outcomes are in conflict (e.g. editor will identify rules that cannot be exercised due to prior rule outcomes)
- How the business rule editor provides feedback that not all rule outcomes are covered (e.g. gaps in rule coverage exists)
- The tools/utilities to confirm the operation/execution of any specified business rule.
- The tools/utilities used to verify the execution of cascaded or recursive execution of business rules.
- Layout of business rules
  - How rule outcomes can branch to additional levels of rule evaluations (e.g. determine if Overtime is allowed):
    - Rule 1: Is employee overtime eligible
    - Rule 2: If eligible, determining which bargaining unit would apply
    - Rule 3: Apply specific overtime rule for applicable bargaining unit.)
  - How rules can be composed by evaluating other named rules (e.g. a single rule can call upon functions of other rules)
- The tools/utilities used to evaluate business rule branching traceability
- How business rules flow can branch (or evaluate) differently for each of the following:
  - Statewide
  - Agency - (see Appendix A Glossary for definition)
  - Organization - (see Appendix A Glossary for definition)
- How business rules can call external services as part of evaluation process (e.g. External services could be provided by SAP/HCM (e.g. Leave balance), but not limited to.)
- How business rules can use data stored in a database as part of its evaluation process.
- How a business rule is stored in application
  - Show business rules in its native format
- The technique used to utilize external data items in the execution and evaluation of a business rule
- The techniques used to call an external program/function and utilize its output to determine evaluation of a business rule.
- The ability of multiple Agencies to execute the same business rule(s).
- The ability of multiple Agencies to execute the different business rule(s) with the same name/business intent.

Requirement(s) covered:

TC-008, TC-032

7.10 Alert Configuration

Scenario:
Configure content for specific Alert messages and apply alert rules to User Interface (UI) components.
Data set-up and rules:

• Assumes business rule validation process spawns an Alert message.
• Assumes error messages are for user input while entering time, leave and attendance data.
• Assumes an Alert message will be presented for successful submissions
• Assumes Alert messages content will be;
  o Statewide – the same for all agencies unless overridden by Agency or Organization
  o Agency – content for
  ▪ ECY will be different on Data type validation
  ▪ WSP will be different on multiple required fields missing
  o Organization –
  ▪ WSP / FOB missing a required field
  ▪ WSP / CVD missing a required field and data type validation

Demonstrate:

□ The creation of an Alert specifically for use by an individual Agency; by an individual Organization within an Agency; or, for generic Statewide use
□ How Alerts and the criteria for Alert execution is unique for multiple Agencies and Organizations within Agencies
□ How conflicts between Statewide, Agency and Organization level Alerts are settled
□ How Agency and Organizational level alerts take precedence over Statewide Alerts
□ Demonstrate the creation and execution of an alert for each of the following:
  □ User input without a required field
  □ Data type error (e.g. improperly formed date entry)
  □ Business rule validation error
  □ A visual indication of an activity (e.g. successful timesheet submission)

Requirement(s) covered:
TC-003,TC-005,TC-006

7.11 Retention

Scenario:
The State of Washington has a Retention policy that defines that all time and leave related records be kept for 6 years. Records are to be archived after Year 1 and purged at Year 6.
Data set-up and rules:
A set of records that are in year 2 and year 5 for Carl Hanks of ECY. A set of records in 11 months, 2 days, 11 months and 5 years. DOC,
Demonstrate:
□ The configuration of the stated retention policy for data and documents stored by the TLA Solution. □ Archive, and purge operations in accordance to the scenario □

Capabilities:
TC-011, TC-012

7.12 Retention - Agency Specific

Scenario:
DOC has a Retention policy that states all time and leave related records be kept for 20 years. Records are to be archived after Year 2 and purged at Year 21. They also must receive notification that a record will be purged in 30 days.
Data set-up and rules:
Use data set-up stated above in demonstration script 7.10.
Demonstrate:
◻ The ability to override the State's retention policy for a specific agency and input their retention requirements. ◻ The ability to review those records where retention is about to expire. ◻ How archived data will be monitored for execution of retention purge. ◻ Processes that verify data and documents (output like PDF files) have been physically destroyed, not merely changed to a "retired" or "deleted" status within the TLA Solution.
Requirement(s) covered:
TC-011, TC-012

7.13 Retention - Record Specific

Scenario:
All records that have to do with Carl Hanks of ECY need to be retained due to a personnel matter. Provide a report of these items. This request also includes those records currently archived.
Data set-up and rules:
Use the data set up stated in above demonstration script 7.10 Assume that all records and activities in system associated with Carl Hanks will be included, including those items that were archived.
Demonstrate:
◻ The ability to retain any record and activities that Carl Hanks is associated with. ◻ The ability to export report results and the formats that are available ◻ Report generation using a unique, customized set of query parameters to obtain data not combined in any standard report: ◻ Archive retrieval operations
Requirement(s) covered:
TC-011, TC-012

7.14 Retention - Reports

Scenario:
Produce a summary report that shows what records were deleted the previous day and those records that will be deleted within the next 30, 60, and 90 days. Produce a summary report that shows those records that have been archived in the past month or will be within the next 60 days. Also produce a report that provides all the items associated with Carl Hanks. All reports will be by Agency for those individuals who can see the Statewide and only for the specific Agency for those who can't.
Data set-up and rules:
Use data set-up stated above in demonstration script 7.10.
Demonstrate:

◻ The types of reports available "out of the box", including the following:
  ◻ Time detail reports
  ◻ By Agency detailed report
  ◻ Detail and summary report (e.g. by agency vs. state)
  ◻ Scheduling detail reports
◻ The ability to export report results and the formats that are available
◻ Report generation using each of the following methods:
  ◻ On a set schedule
  ◻ On demand
  ◻ Queries

Requirement(s) covered:
TC-011, TC-012

7.15 Monitoring

Scenario:
A number of reports, queries and other processes are running concurrently. The TLA Solution appears to be running slowly.
Data set-up and rules:
Demonstrate:
◻ Viewing a list of processes currently running in the TLA Solution. ◻ Measuring the resources or system workload demanded by each process. ◻ Identifying the purposes of the processes and the identity of the users who initiated them.   ◻ Terminating a process by the intervention of a system administrator. ◻ Tools/utilities and techniques used to uniquely identify, isolate and manually abort a single process that appears to be consuming a large amount of system resources, without stopping an entire subsystem, module or application.

- How system administrators will uniquely identify remote, web-based user sessions, how their processes serving those sessions are identified, and how this will provide sufficient detail to stop an specified, unique users interaction with the TLA system.
- The creation and execution of a system performance –based alter intended to advise system administrators of a "hung" user session.
- Clearly differentiate the processes used for separate functions/modules/and add-on products (e.g. Crystal Reports that may be used for some activities)

Requirement(s) covered:

TC-002, TC-003, TC-009

7.16 Audit Reporting

Scenario:

A request has been made for an audit report that captures all system activities within the last 2 days.

Data set-up and rules:

- Assumes that all activities performed during this 3 day demonstration will be the items captured in the audit report.

Demonstrate:

- The types of audit reports available "out of the box", including the following:
  - Time detail reports
  - Activity tracking
    - (e.g. add, change, delete)
    - (e.g. by Agency, Statewide)
  - Configuration changes
  - Detail and summary report
  - All Administrative log on attempts, including failed attempts
  - All changes to user role membership
- The ability to export report results and the formats that are available
- Show Audit report in its presentation format
- Report generation using each of the following methods:
  - On a set schedule
  - On demand
  - Queries (Ad-Hoc)

Requirement(s) covered:

TC-34, TC-051

7.17 Notification Configuration

Scenario:
A new System Administrator (Carls Junior) for DES needs to be notified every time there is a critical process fails in the TLA Solution for the State via e-mail. He would like the e-mail message to provide the following information; Failing process name, failure message, date and time. He would also like his employee Lewis Edward to receive the same information. Brian Edward for DOC needs a text message sent to his phone for when a user log in name has failed 3 times in a row. He would like his message to say " User { user id} suspended for failed login attempts"
Data set-up and rules:
◻ Refer to the data spreadsheet ◻ Assumes information requested in e-mail can be obtained and sent. ◻ Assumes information requested in SMS message can be obtained and sent.
Demonstrate:

◻ How to configure notification alerts for limited events (e.g. multiple failed log on attempts)
  ◻ Configure message content
  ◻ Configure recipient
  ◻ Configure delivery mechanism (e.g. e-mail, SMS)
◻ What types of events have the capability to send notification alerts
◻ What types of delivery mechanism the solution provided

Requirement(s) covered:
TC-052, TC-059