

**STATE OF CONNECTICUT
INTEGRATED TAX ADMINISTRATION SYSTEM
Reference No. B-01-010**

4.2. Warranty Terms.

The Warranty Term for each phase shall commence upon the completion of Phase Acceptance for the period specified in **Exhibit D**. During said term Accenture shall provide warranty services as set forth in **Exhibit D**.

4.3. Production System Support Term.

The Production System Support Term for each phase shall commence upon the completion of Phase Acceptance, as set forth in the exhibit pertaining to the specific phase. The cost of said Production System Support Term shall be governed by the provisions of §5.0 of this Contract and said Term shall be set forth in the Exhibit pertinent to the Phase. The State reserves the right to reduce the amount of Production System Support specifically assigned to a Phase, so long as the period of such support shall not be less than twelve (12) months following Phase Acceptance.

4.4. Effect of Warranties and Representations.

The Warranties and Representations contained in this Contract shall remain in full force and effect for each of the Terms enumerated herein, unless otherwise provided for.

5.0. Payment Terms.

5.1 Contract Price.

The State shall pay Accenture and Accenture shall accept as full compensation, satisfaction and payment for said System and any direct costs or expenses incurred by Accenture in connection with said System including, but not limited to, cost of supervision, labor, tools, System Products, transportation, insurance, taxes, overhead and profit, the lump sum price for Deliverables and System Products set forth in the respective Purchase Order(s) issued by the State. Such lump sum prices shall be determined based upon the listing of Deliverables and System Products and prices as set forth in **Exhibits H-1** and **H-2**. The cost to the State for all work hereunder shall not exceed Sixty-Two Million, Five Hundred Twenty-three Thousand, Nine Hundred Twenty-Eight (\$62,523,928.00) and 00/100 Dollars ("Contract Price") set forth, as follows:

Phase	Total
1A	\$16,409,915.00
1B	\$21,586,520.00
2	\$ 6,622,125.00
3	\$ 6,695,488.00
4	\$11,209,881.00

The "not to exceed" cost is subject to and may be increased or decreased by the State's option not to proceed with the System, in its sole discretion, and any other options, maintenance or additions to the System as required by the State, in its sole discretion, pursuant to §10.0, below.

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- D. In the event of a delay, pursuant to §7.O.C, above, including but not limited to a delay in the issuance of a Purchase Order, the State will work with Accenture to assure that such delay will not unfairly penalize Accenture. The Parties shall mutually agree upon ways and means of avoiding any adverse impact on Accenture, including the consideration of mutually agreeable cost modifications in accordance with the provisions of this Contract pertaining to Changes in the Work. Accenture's remedy for delay damages shall be an equitable adjustment of the time of performance.
- E. In the event of a delay due to Excusable Failure, as defined in §21.0 of this Contract, below, the Parties shall mutually agree to extend the Implementation Term for a period of time equal to said delay and may discuss appropriate cost modifications in accordance with the provisions of this Contract pertaining to Changes in the Work.
- F. The State agrees to provide access to the Facilities identified in the Exhibits and have such Facilities available for installation of the System Products by Accenture in accordance with the specifications and performance schedule contained in **Exhibits A, B and G**.

8.0. Warranty.

Accenture warrants, for the Warranty Term as set forth in §4.2, above, that the System shall conform in all respects to the System Specifications of this Contract, including but not limited to the System Description and System Specifications as set forth in **Exhibit A** and each exhibit applicable to subsequent phases.

Accenture further warrants that the System and all System Products shall:

- A. function in accordance with the detailed design and specifications, developed and agreed upon, in writing, during the course of the project,
- B. be free from defects from design, material, workmanship manufacturing process, installation procedures and practice,
- C. conform with all Requirements and Specifications of this Contract.

Accenture further warrants the successful operation of all System Products supplied as part of this Contract. Accenture shall be responsible for modification, adjustment, repair and/or replacement of the System and all System Products as the State deems it necessary or appropriate to have ITAS perform in accordance with the Design Requirements and Specifications contained in this Contract.

Accenture further warrants the System, as set forth in this Contract, for the following conditions: (1) Free from imperfections in design, materials, or construction which would create hazards; and (2) Capable of continuous and satisfactory performance under normal operating conditions at the specified requirements of the State.

Accordingly, during the Warranty Term Accenture shall be responsible for any correction, modification, adjustment, repair and/or replacement of any hardware,

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software or other components of ITAS that are necessary to have ITAS perform in full accordance with the design requirements and system specifications, without additional charge to the State. Responsibility for the requirements of this paragraph include, but is not limited to, assigning third party warranties on all third party System Products chosen or otherwise provided by Accenture under this Contract.

For purposes of this Contract, conformance to system requirements, design or specifications shall constitute satisfaction of the warranty of fitness for the State's intended purpose.

Warranty items are defined as errors that materially and negatively impact the functionality of the System, as further set forth in **Exhibit D**. Any error that produces improper or unanticipated results, based upon the accepted system design and specifications, shall be corrected by Accenture as a Warranty Item. Such warranty effort on the part of Accenture will not be billed to the State. The investigation of a suspected warranty problem shall be the responsibility of Accenture. Time associated with such investigations will not be billed to the State, unless it is determined and mutually agreed that the problem is, in fact, not a Warranty Item.

Accenture shall not be liable or responsible for the failure of the System to conform with the foregoing warranty if such failure was caused by the State's misuse or unauthorized modification of the System; the State's failure to use corrections and/or enhancements made available by Accenture; or, information, direction or instructions furnished by the State, inconsistent with the information, direction or instructions furnished to the State by Accenture. Authorized modifications to the System, including changes to the source code by State personnel are authorized by this Contract as set forth in §19.4, below.

For purposes of §8.0 System Products shall refer to those Products when said Products are used in combination with TAS v3 for purposes of ITAS integration. Maintenance and warranty of the individual System Products shall be governed by the warranty and maintenance provisions and circumscriptions set forth in §20.0 et seq. and **Exhibit D**.

9.0. Transportation, Relocation and Return of System Products.

9.1. Transportation.

A. Cost and responsibility for all shipments of System Products provided by Accenture to the Site(s) specified by the State shall be Accenture's responsibility.

9.2. Relocation.

A. Prior to installation of any System Products under this Contract, the State reserves the right to have Accenture move the Products from the designated Site to any other designated Site, provided the relocation Site conforms to Accenture's original System site specifications and the State shall reimburse Accenture for any additional costs incurred.

B. Rearrangement of System Products after the initial proper installation, at the written direction and approval of the State Project Manager, within the same Site, for State convenience, shall be at the State's expense.

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EXHIBIT D – WARRANTY AND PRODUCTION SYSTEM SUPPORT (PSS) PLAN

1.0 Warranty and Production System Support Plan.

Accenture shall provide Production System Support (“PSS”) and warranty services for each Phase of the System following Phase Acceptance. **Exhibit H-1** sets forth the cost associated with the provision of PSS services for each Phase of ITAS. Figures D-1 through D-5 contain a pro forma staffing plan for PSS for each Phase, indicating the number of staff days (by title and by time period), which are associated with each Phase.

PSS Start Date: 12/31/2003

Phase 1A

End Date: 11/30/2004

Phase	PSS Position	Number of Workdays
Phase 1A	PSS Manager:	210 workdays (12 months *17.5 workdays/month)
Phase 1A	PSS Senior Analyst 1:	210 workdays
Phase 1A	PSS Senior Analyst 2:	210 workdays
Phase 1A	PSS Programmer/Analyst 1:	210 workdays
Phase 1A	PSS Programmer/Analyst 2:	210 workdays
Phase 1A	PSS Programmer/Analyst 3:	210 workdays
TOTAL		1,260 workdays

Figure D-1: Pro Forma Staffing Plan for Phase 1A Warranty/PSS

PSS Start Date: 12/31/2004

Phase 1B

End Date: 11/30/2005

Phase	PSS Position	Number of Workdays
Phase 1B	PSS Manager:	216 workdays (12 months *18 workdays/month)
Phase 1B	PSS Senior Analyst 1:	216 workdays
Phase 1B	PSS Senior Analyst 2:	216 workdays
Phase 1B	PSS Programmer/Analyst 1:	216 workdays
Phase 1B	PSS Programmer/Analyst 2:	216 workdays
Phase 1B	PSS Programmer/Analyst 3:	216 workdays
Phase 1B	PSS Programmer/Analyst 4:	216 workdays
TOTAL		1,512 workdays

Figure D-2: Pro Forma Staffing Plan for Phase 1B Warranty/PSS

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EXHIBIT D – WARRANTY AND PRODUCTION SYSTEM SUPPORT (PSS) PLAN

PSS Start Date: 08/01/2004

Phase 2

End Date: 07/31/2005

Phase	PSS Position	Number of Workdays
Phase 2	PSS Manager:	0 workdays
Phase 2	PSS Senior Analyst 1:	0 workdays
Phase 2	PSS Senior Analyst 2:	0 workdays
Phase 2	PSS Programmer/Analyst 1:	0 workdays
Phase 2	PSS Programmer/Analyst 2:	0 workdays
Phase 2	PSS Programmer/Analyst 3:	0 workdays
Phase 2	PSS Programmer/Analyst 4:	0 workdays
TOTAL		0 workdays

**Figure D-3: Pro Forma Staffing Plan for Phase 2 Warranty/PSS
(Assumes overlap with phases 1A and 1B)**

PSS Start Date: 06/01/2005

Phase 3

End Date: 5/31/2006

Phase	PSS Position	Number of Workdays
Phase 3	PSS Manager:	108 workdays (6 months *18 workdays/month)
Phase 3	PSS Senior Analyst 1:	108 workdays
Phase 3	PSS Senior Analyst 2:	108 workdays
Phase 3	PSS Programmer/Analyst 1:	108 workdays
Phase 3	PSS Programmer/Analyst 2:	108 workdays
Phase 3	PSS Programmer/Analyst 3:	108 workdays
Phase 3	PSS Programmer/Analyst 4:	108 workdays
TOTAL		756 Workdays

**Figure D-4: Pro Forma Staffing Plan for Phase 3 Warranty/PSS
(Assumes overlap with phase 1B)**

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EXHIBIT D – WARRANTY AND PRODUCTION SYSTEM SUPPORT (PSS) PLAN

PSS Start Date: 06/01/2005

Phase 4

End Date: 5/31/2005

Phase	PSS Position	Number of Workdays
Phase 4	PSS Manager:	0 workdays
Phase 4	PSS Senior Analyst 1:	0 workdays
Phase 4	PSS Senior Analyst 2:	0 workdays
Phase 4	PSS Programmer/Analyst 1:	0 workdays
Phase 4	PSS Programmer/Analyst 2:	0 workdays
Phase 4	PSS Programmer/Analyst 3:	0 workdays
Phase 4	PSS Programmer/Analyst 4:	0 workdays
TOTAL		0 Workdays

**Figure D-5: Pro Forma Staffing Plan for Phase 4 Warranty/PSS
(Assumes overlap with phase 3)**

2.0 Production System Support Services: Defined.

The following summarizes Production System Support Services, based on the schedule and work program contained in **Exhibit G**.

Upon each Phase Acceptance, Accenture shall provide a Production System Support team covering production functionality. This team will work on tasks (e.g., changes to the application system, operational support, knowledge training, etc.) as directed by the State, and the State will be billed (using the rates contained in **Exhibit O**) for all time spent by the Production System Support team on Production System Support tasks. The team will also work on Warranty Items. The State will not be billed for Warranty Items as defined below.

The State and/or Accenture will identify the need for changes (“Change Requests”) after each Phase is accepted by the State for Production Use. These changes will range in severity and in impact. Accenture will handle changes, which meet the following definition as Warranty Items. All other changes will be handled as Production System Support.

2.1 Warranty Item Change Request.

A Warranty Item Change Request is defined as a Change Request, which meets the provisions of §8.0, and at least one of the following criteria:

- A. The State has elected to disable the function impacted by the Change Request;
OR
- B. The State has elected to disable the function impacted by the Change Request for those particular tax type(s) impacted by the Change Request; OR

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EXHIBIT D – WARRANTY AND PRODUCTION SYSTEM SUPPORT (PSS) PLAN

- C. The State provides reasonable documentation confirming that the Change Request is negatively impacting at least three percent of the accounts for at least one impacted tax type(s).

2.2 Representative Production System Support.

The State shall be billed for all Production System Support time that is not directly associated with responding to Warranty Item Change Requests. Representative Production System Support billable work includes, but is not limited to:

- A. **Enhancements to the ITAS system**, which are defined as functionality not specifically defined in the specifications, even if the State elects to disable a function until the enhancement has been implemented.
- B. **Addressing exception-issues**, which could include, for example, a situation where the State produces 1,000 bills during a billing run, and discovers that three of the bills have issues. The State may elect to continue running the billing process while the project team investigates these three issues as a post implementation item.
- C. **Knowledge transfer**, which could include informal training sessions, system walkthroughs, and supervision of State programmers.
- D. **Operational Support, including Help Desk support.** This includes helping the State operate the production system.