

State Technology Office
 BIAS (FIRN)
 ITN No. 02-STO-ITN-003

Evaluation

		ITC Deltacom							Hayes							Fijitsu							AT&T										
		Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*
A Goals and Projected Outcomes – 10 Total Points																																	
1	A well-developed, detailed work plan that meets each of the services as described under Section 1.12, TAB A. The plan should identify 8 service items listed with demonstration of understanding and appropriate business processes. The goals of the technical environment should be identified. Points (0-5)	3	2	1	0	2	1	2	1.6	5	4	4	5	5	4	3	4.4	3	4	4	5	5	5	5	4.6	4	4	4	5	4	4	4	4.0
2	The proposal should identify and describe how the following services are met: 1. Leveraging of in-place legacy systems; 2. Open systems standards compatibility; and 3. Facilitation of a phased approach to implementation. Points (0-3)	1	1	1	0	1	2	1	1.0	3	3	3	2	2	2	2	2.4	2	2	3	3	2	2	3	2.4	2	2	2	2	2	2	2	2.0
3	The Proposal should list or provide a schematic diagram of the platform systems, topologies, protocols, and other technical details required in implementing the services. Points (0-2)	2	2	2	2	1	1	2	1.6	2	2	2	1	1	1	2	1.6	2	2	2	2	2	2	2	2.0	2	2	2	2	1	2	2	1.6
Totals:									4.2								8.4								9.0								7.8

B Overall Project Concept, Design and Cost – 35 Total Points																																	
1	The proposal defines and details support requirements of 24//365 for the NOC, 19//365 for Help Desk, e-mail database support and security against hackers, viruses and other threats. Points (0-10)	7	6	6	1	4	5	8	5.6	10	8	8	9	8	8	7	8.2	8	7	10	9	9	8	9	8.6	9	7	9	10	5	8	9	8.4
2	The proposal indicates how it would maximize existing SUNCOM infrastructure in the network design. An important part of the migration is to minimize costs; avoiding paying for two networks during the initial phase. Does the proposal define a strategy to minimize duplicity of service costs before cutting over to the new design and does it identify bundled access components. Points (0-10)	5	6	7	1	2	4	4	4.2	7	9	7	0	8	5	8	7.0	5	6	9	9	6	5	9	6.8	4	3	7	0	2	5	7	4.2
3	The proposal defines specific operational reporting plans, including security on the network. Points (0-5)	4	4	5	1	2	2	2	2.8	4	4	3	2	4	4	4	3.8	5	4	5	4	4	5	4	4.4	5	4	5	5	5	4	4	4.6
4	The proposal should give evidence of a quality design (through a schematic/diagram of the platforms, systems, topologies, protocols, and other technical details required in implementing the services). Points (0-5)	4	4	4	1	2	2	1	2.6	4	4	3	4	4	4	3	3.8	4	4	5	5	5	5	4.6	5	4	4	5	3	3	4	4.0	
5	The proposal defines a plan to provide email services to teachers and students. Points (0-3)	0	0	0	1	1	0	0	0.2	3	3	3	3	3	2	3	3.0	3	2	3	3	2	3	3	2.8	5	2	3	3	3	3	3	3.0
6	The proposal defines a plan to provide management and end user support for all Internet access including local dial access and 800 number dialup services Points (0-2)	2	2	2	1	1	1	2	1.4	2	2	2	2	2	1	2	2.0	1	1	2	1	2	2	2	1.6	2	2	2	2	2	2	2	2.0
Totals:									16.8								27.8								28.8								26.2

C Performance & Measurement Methods – 20 Total Points																																	
1	The proposal should have performance indicators outlined with associated methodologies to measure the success of the program as well as meeting deadlines. Points (0-5)	2	2	2	1	3	2	1	1.8	4	4	4	5	5	5	4	4.4	3	4	3	3	5	4	4	3.6	4	3	2	1	3	4	2.6	
2	The proposal should have specific reporting elements defined that will help the STO/DOE to make future projections of customer capacity utilization needs. Points (0-5)	2	2	3	1	3	2	2	2.2	4	4	4	5	5	4	5	4.4	5	3	5	3	5	5	5	4.6	5	4	5	5	3	4	5	4.6
3	The proposal should have web-access with real-time view of all network components between all sites in support of STO/DOE tracking quality of service to customers. Points (0-5)	5	2	5	1	3	1	1	2.4	4	4	5	5	5	3	5	4.6	3	3	3	3	2	4	5	3.2	5	3	5	5	3	3	5	4.2
4	The proposal should clearly define all written reports that will be submitted to the STO/DOE that define the quality of service being delivered and for compliance with service level agreements. Points (0-5)	0	0	1	1	3	1	1	0.8	3	4	4	4	3	4	4	3.8	5	4	3	5	4	4	4	4.2	4	4	4	5	5	4	5	4.4
Totals:									7.2								17.2								15.6								15.8

D Quota of Staff & Tech Expertise – 5 Total Pts

The proposal should allow an evaluation of the quality of the personnel (hours including relevant information and technical expertise of key staff whom will be assigned to the project). Please see section 1.12, Tab B, Personal Points (0-5)

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	
1	5	4	4	5	3	3	3	3.6	5	4	5	5	5	5	5	4.8	5	4	4	4	3	5	4	4	4.2
Totals:																									
	2	1	3	3	1	2	2	2.0	4	5	5	5	5	5	5	4.8	3	4	3	4	5	5	4	4	4.0

E Congruency of Project – 5 Total Points

The proposal should identify strategies that will be utilized to identify a phased approach to meeting a migration plan with time lines. Specifically a plan to migrate the network on June 30, 2002 to bundled Internet access on July 1, 2003. Points (0-5)

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	
1	2	1	3	3	1	2	2	2.0	4	5	5	5	5	5	5	4.8	3	4	3	4	5	5	4	4	4.0
Totals:																									
	2	1	4	3	3	2	2	2.6	4	5	5	4	4	4	4.4	3	3	3	3	4	4	3	3	3	3.2

F Collaborative Efforts – 5 Total Points

The proposal should have methodologies to identify cooperative partnerships for state-wide network continuity and interoperability. Points (0-5)

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	
1	2	1	4	3	3	2	2	2.6	4	5	5	4	4	4	4.4	3	3	3	3	4	4	3	3	3	3.2
Totals:																									
	6	6	0	4	4	8	5	5.2	4	4	4	4	3	3	3.4	9	5	10	10	6	9	8	9	8	8.8

G Corporate Experience – 10 Total Points

The proposal should provide detail descriptions of other projects where design, implementation and managing similar projects for state government. Points (0-5)
 The proposal should provide detailed information about subcontractors who are part of the proposal a have demonstrated managing similar projects for State government. Points (0-5)
 Note: If subcontractors are not used in the proposal the point value awarded in part 7) a shall be doubled.

	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	
1	0	0	0	0	0	0	0	0.0	4	4	4	4	3	3	3.8	4	4	4	4	3	3	4	4	4	4.2
Totals:																									
	0	0	0	0	0	0	0	0.0	10	10	10	10	7	7	9.4	9	9	3	3	3	3	3	3	3	3.0

H Florida Certified Minority Business - 10 Total Points

1 Minority Contribution, Points (0-10)

- a) Minority business is the prime and manages the overall solution
- b) Minority business is the prime and does not manage the overall solution but remains the prime point of contact. (7 points)
- c) Non-minority business that is the prime and manages the overall solution but has subcontractors that are minorities that contribute more than 50% of the solution (5 points)
- d) Non-minority business that is the prime and manages the overall solution but has subcontractors that are minorities that contribute less than 50% of the solution (3 points)
- e) Non-minority business that is the prime and manages the overall solution but has no minority subcontractor yet has a quality diversity program (3 points)
- f) Non-minority business that is the prime and manages the overall solution but has no minority subcontractors (0 points)

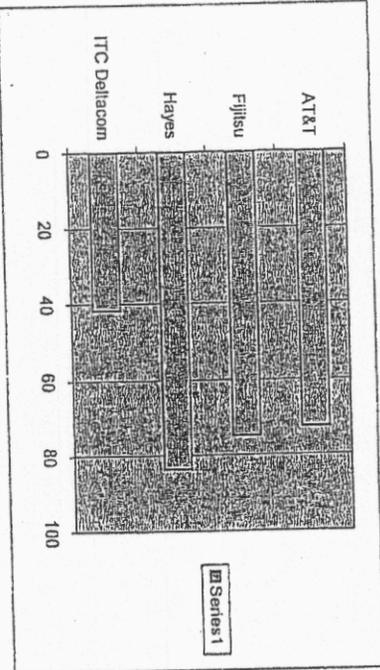
	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	Average*	
1	0	0	0	0	0	0	0	0.0	10	10	10	10	7	7	9.4	9	9	3	3	3	3	3	3	3	3.0
Totals:																									
	0	0	0	0	0	0	0	0.0	10	10	10	10	7	7	9.4	9	9	3	3	3	3	3	3	3	3.0

*In an effort to keep the average scores as fair as possible, the highest and lowest scores for each question will be omitted. This will leave a remainder of 5 total scores to average.

Answer Comments:

	Possible Pts	Pts Gained	Total
IITC Dellacom			
A	10	4.2	
B	35	16.8	
C	20	7.2	
D	5	3.6	
E	5	2.6	
F	10	5.2	
G	10	0	41.6
H	10	0	
		Possible Pts	Pts Gained
		Total	
Hayes			
A	10	8.4	
B	35	27.8	
C	20	17.2	
D	5	4.8	
E	5	4.8	
F	5	4.4	
G	10	6.8	
H	10	9.4	83.6
		Possible Pts	Pts Gained
		Total	
Fittsu			
A	10	9	
B	35	28.8	
C	20	15.6	
D	5	4.2	
E	5	3.8	
F	5	3.2	
G	10	7.2	
H	10	3	74.8
		Possible Pts	Pts Gained
		Total	
AT&T			
A	10	7.8	
B	35	26.2	
C	20	15.8	
D	5	3.6	
E	5	4	
F	5	3.2	
G	10	8.8	
H	10	3	72.4
		Possible Pts	Pts Gained
		Total	

Vendor	Score	Rank
IITC Dellacom	41.6	4
Hayes	83.6	1
Fittsu	74.8	2
AT&T	72.4	3



CONTRACT

This contract (the "Contract," more fully defined below), effective the last date signed below, is by and between the State of Florida, State Technology Office ("STO"), an agency of the State of Florida with offices at 4030 Esplanade Way, Tallahassee, Florida 32399-0950, and HAYES E-Government Resources, Inc. ("HAYES"), a Florida corporation with offices at 1355 Thomaswood Drive, Tallahassee, Florida 32308.

HAYES responded to STO's Invitation to Negotiate No. 02-STO-ITN-003 (the "ITN") for Bundled Internet Access Services. Following review of all written offers and accompanying documentation, and negotiations with HAYES, STO and the Florida Department of Education, an agency of the State of Florida ("DOE") have determined to accept the HAYES's offer and to enter into this Contract.

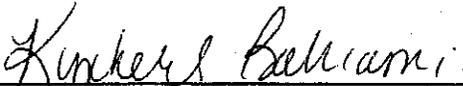
Accordingly, and in consideration of the mutual promises contained in the Contract, STO, and HAYES do hereby enter into this Contract. The Contract is dependent upon DOE's successful application for federal E-rate discounts on bundled services. If DOE's E-rate application is denied in part or in full, or if the related proceeds thereof are not paid in part or in full, then STO shall have the right, in sole and absolute discretion, to terminate this Contract and all parties' rights and obligations hereunder. Such termination shall be effective upon written notice to HAYES thereof. HAYES agrees to provide the solution outlined in the Scope of Work in exchange for the compensation described hereunder. The term of the Contract is from the effective date to June 30, 2006 with two (2) one (1) optional year extensions for STO. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document
- Scope of Work (attached as Exhibit 1)
- Technical Specifications (11/8/02) (attached as Exhibit 2)
- General Conditions (11/8/02) (attached as Exhibit 3)

Except as otherwise identified above, the ITN and HAYES reply are not part of the Contract; however, they may be considered, as necessary, to interpret any Contract term the meaning of which is not otherwise facially apparent.

[SIGNATURE PAGE FOLLOWS]

**STATE OF FLORIDA,
STATE TECHNOLOGY OFFICE**



By: Kimberly Bahrami
State Chief Information Officer

1/16/03

Date

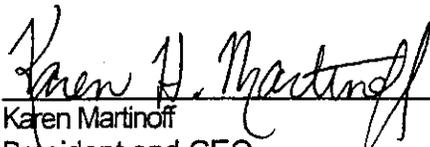


Approved as to form and legality
by Gray, Harris & Robinson, P.A.

1/16/03

Date

HAYES E-Government Resources, Inc.



Karen Martinoff
President and CEO

1/16/03

Date

Exhibit 1 - Scope of Work

1.0 Definitions

Bundled Internet Access Services (Package 1)	The connection of educational facilities to the Internet to facilitate Internet access services. This is restricted to K-12 and other E-rate (as defined in the Technical Specifications, Exhibit 2) eligible entities buying from this contract. This service includes premise router, transport service, Internet service, and management to keep the service open and operational.
Unbundled Internet Access Services (Package 2)	The connection of educational facilities to the Internet to facilitate Internet access services. This is restricted to educational entities, programs and partners in the State of Florida. This service includes only Internet access.
Local Access (Package 3)	The provision of a local router, circuit and management services for a qualified educational entities, partners and programs. This package may only be purchased by customers of the corresponding Package 2.
Optional Services (Package 4)	Optional services as identified in the pricing schedule on Attachment D. This package may only be purchased by customers of the corresponding Package 2

2.0 Scope

HAYES E-Government Resources, Inc ("HAYES"), will design and implement Bundled Internet Access Services ("BIAS") and Unbundled Internet Access Services ("UIAS") in accordance with the Invitation to Negotiate issued by the State of Florida, State Technology Office (STO"), ITN No. 02-STO-ITN-003 (the "ITN"). In addition, HAYES will make available to any educational entities, partners and programs the ability to purchase a Package 3 (P3) or assist in the connection of a P3 to a Package 2 (P2) service being provided by HAYES.

2.1 General Outline

The ITN process was the first of three phases that STO has established for the BIAS/UIAS project. In the second and third phases, HAYES shall perform its project work as outlined immediately below and further detailed in this Exhibit.

Part I: BIAS/UIAS Transition

(January 2003 – June 2003)

Stage 1: Staff Transition

Stage 2: Transition of Circuits, Licenses and Hardware

- Stage 3:** Dialup Network and E-mail Services, and Web Solutions
- Stage 4:** Conditions and Compensation for Transition
- Stage 5:** Quality Assurance, Provisioning Benchmark and Technical Provisioning
- Stage 6:** Delivery of Bundled and Unbundled Services during Transition

Part II: BIAS/UIAS Full Implementation (July 2003 - July 2003)

- Stage 1:** Bundled & Unbundled Services
- Stage 2:** Quality Assurance & Customer Satisfaction

Part III: Ongoing Support (July 2003 - June 2006)

HAYES will perform the following work during the various phases, producing the deliverables outlined in Section 3.0 of this Exhibit.

2.2 Part I Stage 1: Staff Transition

The Florida Information Resource Network ("FIRN") personnel will be transferred to HAYES' business location on February 3, 2003. Representatives of HAYES and DOE will meet weekly to discuss the transition of FIRN employees and to ensure that FIRN employees are helping HAYES meet its performance obligations. The following will apply:

1. Part 1 (Transition) is established primarily to implement the agreement between HAYES and the DOE to facilitate the divestment of ownership of the existing FIRN network. Such work must be conducted in accordance with E-Rate year 2002 rules and regulations. At the termination of the Transition phase, all services will be purchased within the rules and regulations that govern E-Rate for BIAS/UIAS.
2. HAYES will manage the existing FIRN network during the Transition phase. A total of 17 fulltime and 6 part time FIRN personnel will be transferred to HAYES for this purpose ("Transferred Personnel"). The following shall apply:
 - a. Under the existing contracts by and between Florida State University ("FSU") and FIRN personnel, DOE will continue to pay salaries and benefits of the Transferred Personnel. On July 1, 2003 or upon the prior departure of any Transferred Personnel all pay out of leave that may be owed to such personnel shall be the responsibility of DOE.
 - b. HAYES reserves the right during the Transition phase to document unsatisfactory work and execute any process of dismissal with collaboration of DOE and FSU.
 - c. Transferred Personnel may be dismissed "for cause" during this time period in accordance with state guidelines. HAYES and DOE will work together should this occur.
 - d. Transferred Personnel will be administratively assigned to HAYES to meet all service level agreements during the Transition phase.
 - e. HAYES will become administratively responsible for the staff that is transferred to HAYES upon effective date of this contract.
 - f. Transferred Personnel will be transferred to the HAYES location on February 3, 2003. On this date, HAYES will assume the responsibility for providing office space for said employees and for the normal office expenses related to performing their duties.
 - g. HAYES may assign Transferred Personnel to tasks as needed to ensure the successful transition of the service.
 - h. HAYES employee(s) will fill any position(s) that is (are) vacated during the Transition phase. The salary and benefit monies for such position(s) will be

transferred to HAYES, and HAYES shall pay any necessary salary or benefits above that previously allocated by DOE for the position.

- i. Travel and training expenses during the Transition phase will be the responsibility of HAYES.

2.3 Part I Stage 2: Transition of Circuits, Licenses and Hardware

Subject to the following, during the Transition phase, DOE will be responsible for the procurement, provision and maintenance of all necessary circuits, licenses, hardware and other materials necessary for the continued operation of the network:

1. DOE will continue to pay for the circuits that are subject to E-rate funding as well as those that are not subject to E-rate funding through June 30, 2003. HAYES shall make all commercially reasonable efforts to establish replacement circuits for educational facilities by midnight June 30, 2003. DOE will cancel all circuits as of midnight June 30, 2003 unless HAYES is unable to establish replacement circuits for the educational facilities. The time for replacement shall not extend beyond 60 days from June 30, 2003.
2. HAYES will assist DOE in identifying and disconnecting those circuits that are presently not being utilized in the most efficient manner. HAYES shall complete and deliver a survey of current FIRM circuits to DOE no later than March 15, 2003. HAYES will make recommendations to DOE on circuits that can be disconnected prior to the official transition date at that time.
 - a. Before a change to any circuit occurs, a HAYES representative shall provide a rationale to the DOE project manager for approval.
 - b. DOE will continue to pay for all licenses and maintenance addressed in this document. HAYES will administer these licenses, as needed in such a manner that complies with the rules and restrictions of any such licenses and shall indemnify DOE and STO from any liability or costs, including attorneys fees, arising from failure to comply.
 - c. DOE will continue to be responsible for the upkeep of all devices utilized in the FIRM network during the Transition phase.
 - d. HAYES will have access to and the ability to deploy and re-deploy the existing FIRM inventory upon authorization by DOE.
 - e. HAYES will assist DOE in recovering and transferring the existing DOE equipment located in the Hub and district locations starting on a mutually agreed upon date for each location. This will include delivery to locations specified by the DOE. HAYES will assist with completing the DOE property transfer forms. This process may not extend beyond October 1, 2003.
3. HAYES will assist those districts needing help with their District Area Network (DAN) router to ensure interoperability with the new services at no additional charge.

2.4 Part I Stage 3: Dialup Network & E-mail Services /Web Solutions

HAYES will supply support for the FIRM dialup network as follows:

1. The FIRM helpdesk phone number will be transferred to HAYES on February 3, 2003.

2. HAYES will assist DOE in a survey determining which public school/school districts rely solely on dial-up services for school internet connectivity.
3. Under the current DOE initiative to reduce spending on the network, HAYES will assist in the cutback on dialup services as identified in the aforementioned survey. This process will begin on February 1, 2003.
4. All dialup personnel will be re-trained by HAYES to support network and other operations during the Transition phase.

HAYES will supply support for the existing FIRN E-mail and web solutions. Such support shall include:

1. HAYES will continue to support the present E-mail services and any additional requests for E-mail accounts from DOE through the Transition phase. HAYES will continue to support E-mail after the Transition phase until DOE transitions to any new E-mail services.
2. HAYES will develop the process and procedures to identify and improve the quality of the E-mail service during the Transition phase.
3. HAYES will work with the DOE project manager to improve the quality of service to FIRN's E-mail customers during this period.
4. New user E-mail request will not be granted until approved by the DOE.
5. DOE will be responsible for all existing licenses related to dial-up Network and e-mail/web services and maintenance of such licenses for the duration of the Transition phase. HAYES shall comply with the rules and restrictions of any such licenses and shall indemnify DOE and STO from any liability or costs, including attorneys fees, arising from failure to comply.

2.5 Part I Stage 4: Conditions and Compensation for Transition

HAYES will cooperate with DOE to ensure a successful transition to the new network as follows:

1. Weekly meetings will be held during the Transition phase starting with an initial meeting of the transition team within one week of the effective date of this contract. To accomplish this task, each party shall appoint its respective members to the transition team by this time.
2. HAYES will coordinate with the STO and DOE to address any existing issues regarding the FIRN network to accomplish a smooth transition.
3. HAYES will supply support for all other pieces of the FIRN network that are currently being operated by FIRN personnel. Areas that are currently not being operated by FIRN personnel will continue to be operated in the normal manner by DOE.
4. HAYES will start the transition from the existing FIRN network connections to the new network on June 1, 2003. Testing will occur during June and shall be completed by HAYES by June 30, 2003.
5. STO and/or DOE will provide HAYES letters of agency or other documents that may be required to transfer ownership or control of circuits as necessary for operation and transition of the network.

6. HAYES will work with DOE to disseminate information related to the overview of the new network to attendees of the FETC conference February 4-6, 2003 in Orlando, Florida.
7. HAYES will work with DOE to retain the services that have been defined under the E-Rate award letter of year 2002.
8. HAYES will assist in obtaining the letters of agency and all other documentation required for obtaining E-Rate funds.
9. HAYES will manage and support the existing content filtering contract by and between the State of Florida, Department of Education and Secure Content Solutions (SCS), dated June 19, 2002, Contract #03-601 during the Transition phase and afterwards. HAYES shall work directly with SCS. Neither HAYES nor its subcontractors shall take any action that would jeopardize or infringe upon, the licenses, trade secrets or copyrights held by DOE or SCS under the content filtering contract. DOE shall make any necessary notifications and obtain or provide any authorizations necessary for HAYES to perform these obligations.
10. STO shall pay HAYES a sum of \$43,820/month, in accordance with Attachment E, for oversight and management of the network during the Transition phase ending June 30, 2003 prorated daily for any partial months during that phase. HAYES will provide at least the following:
 - a. Office space for FIRN employees at HAYES facilities.
 - b. Phones, computers and office equipment, travel and other office expenses
 - c. Training Costs
 - d. Postage and shipping
 - e. Management oversight
 - f. Engineering oversight
 - g. Overall responsibility for evaluation and cost cutting measures on the network during Transition phase.

2.6 Part I Stage 5: Quality Assurance, Provisioning Benchmarks and Technical Provisioning

Quality Assurance:

1. HAYES will monitor all levels of service through the Transition phase. Success criteria will be established by HAYES, STO and DOE at the beginning of the Transition phase. HAYES will track key performance indicators and report them to STO and DOE management and customers. DOE will conduct independent audits of performance of the services being transitioned, which may include customer interviews, observation of work performance, or metrics review.
2. HAYES will create a lessons learned document and communicate this to STO and DOE. HAYES will frequently collaborate with the Project Manager for DOE and STO through the entire Transition phase to make sure that all service levels are being met, including all time-sensitive disconnects and billing issues.

Provisioning Benchmark:

1. The following benchmark will be effective July 1, 2003 and will terminate once all users are receiving service:

- a. HAYES will begin providing service to end users described in Sections 2.7(3) and 2.8 such that:
 - b. 90% of end users shall be receiving services on July 1, 2003;
 - c. 95% of end users shall be receiving services on or before July 15, 2003;
 - d. 100% of end users shall be receiving services on or before August 1, 2003.
2. HAYES agrees that for each day a facility is not receiving service, HAYES shall discount the amount due for that end user proportionately by the number of days service is not provided. Furthermore, HAYES agrees that after August 1, 2003, it shall pay liquidated damages of \$25,000 per month to STO for each facility not receiving service. For partial months the amount shall be prorated at \$850 per day for each facility not receiving service. If, through no fault of HAYES, any facility is not receiving service by August 1, 2003, STO may grant a waiver of damages with respect to such facility until HAYES has a reasonable opportunity to make the facility operational. If any facility receives service and subsequently such service fails, the Service Management and Support Benchmark, Section 2.12 shall apply. The parties hereto acknowledge that this and all other provisions contained in this Contract for liquidated and agreed upon damages are bona fide provisions for such and are not penalties. The parties understand that STO and DOE will have sustained damages as a result of a facility's lack of service which, due to the nature of STO, DOE and the end users, will be substantial but are not capable of determination with mathematical precision. Therefore, the provision for liquidated and agreed upon damages has been incorporated into this Contract, as a provision beneficial to the parties hereto.
3. After January 1, 2003, educational entities, partners and programs desiring Internet services shall submit Customer Service Agreements ("CSAs"), when appropriate, to DOE (which will submit the approved CSAs to STO) and will not be included in the provisioning benchmark. HAYES will not be governed by CSA benchmarks established by STO for any educational facilities that submit CSAs between January 1, 2003 and June 30, 2003.

Technical Provisioning

1. HAYES will coordinate with STO to utilize Multi Protocol Layer Switching ("MPLS") standards that interoperate with the MyFloridaNet.
2. HAYES will utilize Open Systems Standards to interoperate with the legacy system.
3. HAYES will implement IP multicast and IP QoS services on the network and HAYES will work, using best efforts, with STO, to follow the STO guidelines for these services.
4. HAYES will provide support for the existing VPN services utilized by the FIRN network.
5. HAYES will provide management for a subset of the existing dialup network that FIRN operates. HAYES will negotiate support necessary for those schools still requiring dialup support as defined in a report to be delivered by HAYES during the Transition phase. DOE will be responsible for costs for such service. Radius servers will be located in Tallahassee and Tampa.

2.7 Part I Stage 6: Delivery of Bundled and Unbundled Services During Transition

1. Stage 6 of this document is presented to set a standard of delivery and quality of service addressing the new BIAS/UIAS being provided by HAYES through this Contract. The services and equipment that were part of the existing FIRN network will be divested during the Transition phase. The new BIAS/UIAS that will result from this contract must meet the minimum standards as described in Stage 5 and as set forth as "success criteria" established thereunder. These are minimum requirements to meet the quality of service that must be in place to meet DOE customer satisfaction.
2. When new services are procured in accordance with state guidelines, HAYES shall work with the resulting vendor to integrate these services. The new services will be used only to support DOE, or its customers, or any of its educational partners.
3. Stage 6 will be the services that will result from the divestment of the old network into the new BIAS/UIAS. Customers of record on January 1, 2003 will be grandfathered into the new services as per the applicable Attachment. Where relevant to DOE customers, the following terms apply to all old and new customers of DOE:
 - a. HAYES will install network connections as described in BIAS/UIAS.
 - b. HAYES will provide a 10 Mbps Internet connection at the Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399 to support DOE Internal needs.
 - c. HAYES will provide a 10 Mbps Intranet connection to NWRDC, 2048 East Paul Dirac Drive, Tallahassee, Florida 32310 to support data service and collection for the DOE.
 - d. At any time, if the total services being utilized by DOE and the educational facilities decreases by more than 10% then the pricing will be re-negotiated.
 - e. Payments to be made hereunder shall be made in accordance with Chapter 215.422, Florida Statutes (2002).
 - f. All prices herein assume a 3 year fixed term contract with the option for DOE and STO to exercise two 1 year extensions in their absolute discretion provided that the services remain unchanged. If additional services are required by the DOE and STO, then the pricing will be negotiated in good faith. During the 3 year term, if HAYES receives better pricing from their subcontractors, then HAYES will reduce pricing accordingly. HAYES shall use commercially reasonable efforts to obtain better pricing from subcontractors throughout the term of this Contract or any extension hereof.
 - g. STO and DOE are jointly responsible for disconnection of existing circuits. Any costs incurred for failure to disconnect existing circuits will be borne by STO and DOE jointly, except upon the failure of HAYES to provide adequate notice in which case, HAYES shall be solely responsible for any such costs.
 - h. All FIRN personnel will become HAYES employees and be subject to the same rules and work conditions that are in place for existing HAYES employees.
 - i. HAYES will employ the effected FIRN personnel on July 1, 2003. All process and procedures will be followed in accordance with HAYES hiring practices.

Service Management

- j. Access to the network management system, trouble ticket system and other network management applications will be provided to STO using an html interface. STO is expected to provide a PC with a minimum of 800mhz

- k. processor, 256mb ram, Windows 2000/XP, and Internet Explorer 6.0
HAYES will provide STO and DOE with an overall view of the network and all network connections.
- l. HAYES will provide Access to network performance graphs to the end users for their connections.
- m. HAYES will provide a Single Point of Contact (SPOC) for the network using a live person operator as the interface. HAYES will also provide E-mail and web-based interfaces.
- n. HAYES will provide access to a local Network Operations Center which shall be accessible 24 hours a day, 7 days a week, year-round.
- o. HAYES will provide a fully managed network for the state educational community.
- p. HAYES will provide a security help desk for the network.
- q. HAYES will provide STO and DOE read-only access to the edge routers.
- r. HAYES will provide proxy access to the core routers in read only mode to DOE and STO

Service Performance

- s. Network response times between any Package 1 or Package 2 premise router provided by HAYES and a target located IPOPOP will be no more than 45 ms. This will be measured by utilizing an ICMP echo packet of 256 bytes. The circuit being tested shall be no more than 75% utilized at the time of testing. The measurement shall be the mean of 500 consecutive echo packets.
- t. HAYES will have a maximum of 2-hour response time to report trouble and a 4 hour repair time.

General Information

- u. HAYES will supply management and support for the DOE supplied content filtering solution.
- v. HAYES will supply management and support for the DOE supplied IP SEC VPN devices.
- w. HAYES will supply management for FIRM DNS servers and the FIRM IP addressing. DNS servers will be placed in Tallahassee and Tampa.
- x. HAYES may relocate DOE content filtering equipment as needed.
- y. HAYES will provide a single, unified bill to STO. HAYES, where appropriate, will bill two entities for different portions of one circuit.
- z. Bundled services will be billed in a single, unified bill. Other billing will be appropriate to services being offered.

2.8 Part II Stage 1: Unbundled and Bundled Services

E-rate eligible services shall be priced according to Attachment A. Unbundled services that include only Internet access for E-rateable and non-E-rateable institutions shall be priced according to the accessed bandwidth on Attachments B, C and D. Customers who are currently using FIRM as of January 1, 2003 shall be grand-fathered into the new services according to the applicable Attachment. Provisions will be made for optional services which are listed on Attachment D. DOE may purchase portions of any package on a time and materials basis per published price.

New customers may sign-up for services between January 1 and March 1, 2003. Service will be established after July 1, 2003 for those customers.

After June 30, 2003, additional customers who qualify as an educational program provider or

educational partner (e.g. Dept of Juvenile Justice, Charter Schools, Private Schools, etc.) may utilize these services but will be considered new customers and not subject to transition deadlines. New customers may be subject to connection charges in addition to the pricing set forth on Attachments B and C.

2.9 Part II Stage 2: Quality Assurance and Customer Satisfaction

1. HAYES will monitor the BIAS/UIAS performance for the sites based on critical success criteria established in the transition plan. HAYES will track key performance indicators and report them to STO and DOE management and customers. STO and DOE will conduct independent audits of performance of the BIAS/UIAS, which may include customer interviews, observation of work performance, or metrics review.
2. HAYES will create a lessons learned document and communicate this to STO and DOE on annual basis.
3. HAYES will work with STO and DOE resources to determine which enhancements or process improvements are implemented.

2.10 Part III Ongoing Support

HAYES will provide maintenance and support both during Part I and Part II and after full implementation is achieved through the end of June 2006. HAYES will provide maintenance and support at the highest industry standard.

2.11 CSA Benchmark

Effective July 1, 2003, HAYES shall provide timely service in response to CSAs submitted by STO such that:

1. HAYES shall have 30 days from receipt of a CSA to provide Bundled Internet access.
2. HAYES shall have 15 days from receipt of a CSA to provide MPLS access for an existing, connected facility.
3. In the event that HAYES fails to provide service within the times frames outlined above, HAYES agrees to pay to STO \$1000 per month as liquidated damages, not as a penalty, per missed CSA until service is provided. The parties recognize that the failure of HAYES to provide service in response to a CSA in the specified time frames will result in damages which, due to their nature, will be substantial but are not capable of determination with mathematical precision and, therefore, this provision for liquidated and agreed upon damages have been incorporated into this Contract, as a provision beneficial to the parties hereto.
4. In no instance shall HAYES submit bills in response to a CSA until service has been provided in accordance with the CSA. Moreover, neither STO nor DOE shall be responsible for any costs incurred in the provisioning of a CSA until service is provided.

2.12 Services Management and Support Benchmark

1. The parties recognize that the failure of HAYES to respond to and rectify outages in the specified time frame will result in damages which, due to their nature, will be substantial

but are not capable of determination with mathematical precision and, therefore, the provisions set forth below for liquidated and agreed upon damages have been incorporated into this Contract, as provisions beneficial to the parties hereto.

2. HAYES shall provide STO a monthly report on all trouble activity regarding the services procured in connection with this Contract. For any outages not reacted to within the 2-hour and 4-hour time frame defined in Section 5.3 of the ITN, HAYES agrees to pay STO 20% of the monthly charges associated with the site of the trouble as liquidated damages.
3. For any outages lasting for more than 12 hours, HAYES agrees to pay STO 30% of the monthly charges associated with the site of the trouble as liquidated damages.
4. For any outages lasting for more than 24 hours, HAYES agrees to pay STO 50% of the monthly charges associated with the site of the trouble as liquidated damages.
5. STO does not expect HAYES to pay more than 100% of the monthly charge for multiple outages within the same billing period as liquidated damages. It is the intent of STO to obtain robust bundled Internet access for DOE. While this document contains liquidated damages provisions, the parties acknowledge that recurring service problems (trouble reports for similar issues) can result in the provider being held in default.

3.0 Responsibilities of the Parties

3.1 HAYES Responsibilities

General

1. HAYES will meet with STO and/or DOE on a weekly basis to ensure a successful project.
2. HAYES will negotiate in good faith with the STO and DOE to develop enhanced service offerings.
3. HAYES will provide access to the Network Management, trouble ticketing and other systems being used by HAYES to monitor the services.
4. HAYES will contact school districts and other users on a regular basis to ensure their feedback is being addressed.
5. HAYES will provide bandwidth demand reports and projections for existing and projected sites connected for services. These reports will be utilized for a yearly forecast for the E-Rate application.
6. HAYES will ensure that it is the single point of contact between itself and STO, DOE, DOE's customers, and contractors working on behalf of DOE with respect to the subject matter hereof. No subcontractor of HAYES shall directly initiate contact with STO, DOE, DOE's customers, and contractors working on behalf of DOE without HAYES being present if such contact is related to the subject matter hereof.

Project Management

To support the project, HAYES will provide a full-time project manager, whose responsibilities will include, but not be limited to:

- Project plan development and management
- Resource allocation
- Communication on progress of the project
- Escalation of issues, work stoppages and barriers from STO or HAYES resources
- Risk mitigation activities
- Support implementation
- Expense management
- Project control and administrative activities

3.2 STO Responsibilities

1. STO will provide all orders to HAYES on a CSA form (either electronic or printed).
2. STO will monitor all services that are provided under the contract. HAYES and STO will develop a reporting mechanism to be delivered to DOE on a yearly basis.
3. STO will also guarantee a timely handling of all CSAs for new connections and old circuit disconnects

3.3. DOE Responsibilities

1. DOE will provide technical control of the FIRN domain name and IP addresses utilized in the network to HAYES. DOE will maintain all rights, title and interest in and to the domain names and IP addresses.
2. DOE will continue to have a FIRN advisory board to assist with user input into customer services.
3. DOE will arrange a monthly meeting with STO, DOE and HAYES to address technical issues and other issues related to the services being delivered to DOE customers.

4.0 Miscellaneous

4.1 Notices, Demands and Points of Contact

1. All notices and demands required under the terms of the Contract shall be addressed and delivered by the method specified in the General Conditions, Exhibit 3. Where in conflict, this Section shall supersede Section 3.44 of the General Conditions, Exhibit 3. Unless further notice is given, such notices and demands shall be delivered to:

a. for STO:

Christie Hutchinson
Purchasing Director
State Technology Office
4030 Esplanade Way, Suite 280
Tallahassee, Florida 32399
(850) 922-2756

b. for DOE:

Melinda Crowley
Chief, Educational Technology
Florida Department of Education
325 West Gaines Street, Suite 1101
Tallahassee, Florida 32399

c. for Hayes:

John Strobel
Contract Manager
Hayes E-Government
1355 Thomaswood Drive
Tallahassee, Florida 32308
(850) 297-0551

2. Hayes Project Manager. Unless HAYES provides further notice in writing, the HAYES project manager shall be Ray Curci. A change in project manager shall not constitute an amendment to this Contract requiring consent of any other party. STO shall address, or copy, to the HAYES project manager all written communications from STO to HAYES regarding the project. Such communications shall be addressed to:

Ray Curci
Project Manager
Hayes E-Government
1355 Thomaswood Drive
Tallahassee, Florida 32308
(850) 297-0551

3. STO and DOE Project Managers. The STO and DOE project manager/contract managers shall be primarily responsible for management of the Contract and shall be the points of contact for the project performance and oversight, day-to-day operations, and approvals. HAYES senior representatives shall communicate and work with STO and DOE through DOE's and STO's designated project manager/contract managers. A change in project manager/contract manager shall not constitute an amendment to this Contract requiring consent of any other party.

- a. STO Project Manager. Unless STO provides further notice in writing, the STO designated project manager/contract manager shall be Charles Ghini. HAYES shall address, or copy, to the STO project manager/contract manager all written communications from HAYES to STO regarding the project. Such communications shall be addressed to:

Charles Ghini
Project Manager
State Technology Office
4030 Esplanade Way, Suite 280
Tallahassee, Florida 32399
(850) 922-2756

- b. DOE Project Manager. Unless DOE provides further notice in writing, the DOE designated project manager/contract manager shall be Melinda Crowley. HAYES

shall address, or copy, to the DOE project manager all written communications from HAYES to DOE regarding the project. Such communications shall be addressed to:

Melinda Crowley
Project Manager
Chief, Educational Technology
Florida Department of Education
325 West Gaines Street, Suite 1101
Tallahassee, Florida 32399

4.2 Survival.

Performance and reporting requirements identified hereunder will continue in full effect for the duration of the contract.

4.3 Dispute Resolution

This Section shall supersede Section 3.34 of the General Conditions, Exhibit 3.

1. The parties hereto recognize and acknowledge that efforts should always be made to avoid or prevent disputes through effective partnering, good communications, and joint decision making; and that timely requests for clarification and for information will help ensure a better understanding of issues and problems and lead to the elimination of doubts, uncertainties, and ambiguities. Nevertheless, the parties also recognize that disputes may develop between them and, in such event, wish to establish procedures to be followed to resolve such disputes in the shortest possible time and at the least possible expense to the parties.
2. Any conflict or dispute between the parties shall be resolved in accordance with the procedures specified in this Contract, which shall be the sole and exclusive procedures for the resolution of any such disputes. This Contract establishes successive steps of conflict prevention and alternative dispute resolution prior to litigation, completion of which shall be conditions precedent to the right to commence litigation over any dispute arising out of or relating to the Contract.
3. Procedure:
 - a. Executive Level Negotiations.

The disputing parties will attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiation between executives of the parties in dispute who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the Services at issue.
 - b. Informal Negotiations.

Whenever an employee, subcontractor, or agent for one party has a dispute with an employee, subcontractor, or agent for another party, which dispute has not or cannot be resolved in the normal course of business, then the matter in dispute shall be promptly brought to the attention of the Project Managers of such parties. The managers shall immediately attempt to resolve the dispute in a manner consistent with the applicable law, rules, and regulations.
 - c. Formal Negotiations
 - (i) Notice and Response. Any party (the "Disputing Party") may give the

other party (the "Receiving Party") written notice of any dispute not resolved in the normal course of business. Within thirty (30) days after delivery of the notice, the Receiving Party shall submit to the Disputing Party a written response. The notice and the response shall include (i) a statement of the position of the party delivering the notice of dispute or the response, as the case may be, and a summary of arguments supporting that position and (ii) the name and title of the executive who will represent that party in the negotiation to resolve the dispute and of any other person who will accompany the executive.

- (ii) **Negotiation Process.** Within ten (10) business days after delivery of the Disputing Party's notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. In an effort to facilitate the negotiation process, such executives may agree to have an unrelated third party moderate and facilitate the negotiations. Such executives may also agree to consult with outside experts to expedite a resolution of the dispute or to appoint one or more outside experts to review the dispute and make recommendations to the responsible executives. The parties, following selection by the responsible executives, shall appoint any such third party moderator or outside expert. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) business days notice of such intention and may also be accompanied by an attorney.
- (iii) **Termination of Negotiations.** If the dispute has not been resolved within thirty (30) calendar days after delivery of the Disputing Party's notice, or if the parties fail to meet within twenty (20) calendar days, either party may give written notice to the other party declaring the negotiation process terminated.
- (iv) **Obligation of Parties.** The parties regard the obligations to notify the other party of a dispute and to negotiate such dispute pursuant to this paragraph as an essential provision of this Contract and one that is legally binding on each of them. In case of a violation of such obligation by either party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

d. **Mediation.**

- (i) If the parties are not able to resolve any dispute by negotiation, either party may initiate a mediation proceeding by a request in writing to the other party within five (5) business days after delivery of the notice declaring the negotiation process terminated as required by Paragraph 4.3(3)(c)(iii).
- (ii) **Mediation Procedure.** Except as otherwise agreed by the parties in a mediation contract, all mediation proceedings shall be conducted in accordance with this Contract and, where applicable, the then current Model Procedure for Mediation of Business Disputes published by the Center for Public Resources (CPR), 366 Madison Avenue New York, NY 10017; Telephone: (212) 949-6490; Fax Number: (212) 949-8859; Website: www.cpradr.org
- (iii) **Selection of Mediator.** If the parties in dispute have not agreed within ten (10) business days of the request for mediation on the selection of a

neutral mediator willing to serve, then the parties agree that a mediator shall be selected by the Florida Conflict Resolution Consortium (FCRC), Florida State University, Tallahassee, Florida, (850) 644-6320, <http://consensus.fsu.edu/resolution.html>. The appointment by FCRC of a qualified mediator shall be binding on both parties, and both parties shall promptly cooperate with the appointed mediator to effectuate mediation.

(iv) *Mediation Period.* Mediation pursuant to this Paragraph 4.3(3)(d) shall be conducted over a period of forty-five (45) calendar days following the appointment of the mediator. If the dispute cannot be resolved by the mediation deadline, or by the end of any mutually agreed continuation thereof, either of the parties or the mediator may give written notice declaring the mediation process terminated. If the mediation is terminated in accordance with this Paragraph 4.3(3)(d)(iv), either party may pursue any rights it has under this Contract.

4. Performance to Continue. Each Party shall continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Services.
5. Confidentiality. All negotiations pursuant to Section 5, and any mediation pursuant to this Contract shall be treated as compromise and settlement negotiations. Nothing said or disclosed, and no document produced (including any notice, response, offer, argument, admission, finding, recommendation, ruling, opinion, or conclusion), in the course of or in connection with such negotiations or mediation that is not otherwise independently discoverable and admissible as evidence shall be offered or received as evidence or used for impeachment or for any other purpose in any arbitration, litigation, administrative proceeding, or other dispute resolution process or proceeding. Neither party shall disclose to any third party, except as may be required by applicable law, any communications or negotiations related to such negotiation or mediation. Neither party shall call as a witness, depose, interrogate, or interview; or attempt to call as a witness, depose, interrogate, or interview, any attorney who participated in the negotiations or mediation for the other party as to any involvement of such attorney in any aspect of such negotiations or mediation.
6. Payment of Fees. Each party shall each bear its own costs and expenses incurred in connection with any negotiations or mediation pursuant to this Contract. In addition, the parties shall share all third party costs in connection with any attempt to resolve disputes pursuant to this Contract equally unless otherwise agreed.
7. Any dispute arising out of or relating to performance of the Contract shall be resolved pursuant to this Section 4.3. If the Section 4.3 procedures do not resolve the dispute, the dispute shall be decided by STO, which shall reduce the decision to writing and serve a copy on HAYES. The decision of STO shall be final and conclusive unless within ten (10) days from the date of receipt, HAYES files with STO a petition for administrative hearing. STO decision on the petition shall be final, subject to HAYES's right to review pursuant to Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, HAYES waives any right to jury trial that it may have, the threshold issue for determination shall be whether the action is in the appropriate forum, and the prevailing party shall be awarded reasonable costs incurred, including attorneys' fees and costs on appeal.

4.4 Services and obligations of DOE described hereunder shall be procured and enforced by STO pursuant to the Service Agreement between STO and DOE regarding bundled and unbundled internet services to be executed simultaneously with this Contract.

4.5 STO shall have the right to enforce any rights that DOE has or would have under or related to this Contract, if DOE were a party hereto.

CONTRACT EXHIBIT 1, ATTACHMENT A
Pricing for E-Rate Locations - Package 1 (Monthly charges)

District	Capacity	Data Rate	Recurring Price
Alachua	45	21	\$13,499.35
Baker	3	3	\$3,704.35
Bay	45	21	\$13,499.35
Bradford	1.5	1.5	\$1,758.82
Brevard	155	55	\$42,723.02
Broward	155	55	\$42,723.02
Calhoun	1.5	1.5	\$2,011.66
Charlotte	3	3	\$2,652.92
Citrus	3	3	\$3,609.35
Clay	45	12	\$12,502.65
Collier	3	3	\$2,652.92
Columbia	45	9	\$12,170.41
Dade	155	100	\$47,706.52
Desoto	3	3	\$3,091.02
Dixie	3	3	\$2,991.83
Duval	45	21	\$13,499.35
Escambia	45	12	\$12,502.65
Flagler	3	3	\$2,991.83
Franklin	1.5	1.5	\$4,258.20
Gadsden	3	3	\$4,554.12
Gilchrist	3	3	\$2,991.83
Glades	1.5	1.5	\$2,073.38
Gulf	1.5	1.5	\$2,329.39
Hamilton	3	3	\$4,616.42
Hardee	3	3	\$3,930.70
Hendry	45	9	\$14,055.61
Hernando	3	3	\$2,991.83
Highlands	45	9	\$14,055.61
Hillsborough	155	45	\$40,120.37
Holmes	3	3	\$3,659.32
Indian River	45	9	\$3,386.11
Jackson	45	12	\$17,985.05
Jefferson	3	3	\$2,579.41
Lafayette	1.5	1.5	\$2,379.23
Lake	45	9	\$20,182.19
Lee	45	9	\$14,055.61
Leon	45	21	\$8,421.90
Levy	45	9	\$12,170.41
Liberty	1.5	1.5	\$2,601.02
Madison	1.5	1.5	\$2,109.88
Manatee	155	12	\$36,465.81
Marion	45	12	\$17,081.70
Martin	45	12	\$12,502.65
Monroe	45	12	\$12,502.65
Nassau	45	12	\$12,502.65
Okaloosa	3	3	\$3,241.03
Okechobee	3	3	\$4,478.31

Orange	155	85	\$46,045.35
Osceola	45	21	\$17,717.06
Palm Beach 45	45	45	\$16,157.21
Pasco	155	9	\$36,133.57
Pinellas	155	45	\$40,120.37
Polk	45	45	\$15,285.01
Putnam	45	9	\$12,170.41
St. Johns	3	3	\$2,991.83
St. Lucie	45	12	\$12,502.65
Santa Rosa	3	3	\$2,991.83
Sarasota	155	21	\$37,462.51
Seminole	45	21	\$13,499.35
Sumter	3	3	\$3,779.31
Suwannee	3	3	\$4,232.65
Taylor	3	3	\$4,484.54
Union	1.5	1.5	\$1,794.86
Volusia	45	21	\$13,499.35
Wakulla	3	3	\$2,412.44
Walton	45	6	\$4,498.99
Washington	3	3	\$2,991.83
Deaf/Blind	3	3	\$2,991.83
Dozier	1.5	1.5	\$1,876.26
NEFEC	45	9	\$12,170.41
Hartland	45	9	\$14,055.61
PAEC	45	9	\$12,170.41

Monthly Price \$854,609.03
Yearly Recurring Price \$10,255,308.31

Non-recurring \$157,000.00

Notes:

- No Bond
- 3 year contract with two 1 year extension options for STO
- Removes the Lab Schools and STO Connection
- Includes 10mbps internet connection for the Turlington (DOE) bldg.
- Includes 10mbps intranet connection for NWRDC
- Email and Dial-up optional
- Includes increased personnel liability and cost due to change from ITN question response to actual personnel transferred
- DOE/STO will provide letter to transfer control of BellSouth, Verizon and Sprint circuits to Hayes for reuse on new network

CONTRACT EXHIBIT 1, ATTACHMENT C

Pricing For Non-Erate Eligible Locations - Package 3 (Monthly charges)

Speed	Local Loop Cost	CPE Type	Hub+ Internet +CPE	Hub + Internet + MPLS+ CPE
64kbps	36 Mo.Tarrif - 10%	1760	\$365.00	\$415.00
128 kbps	36 Mo.Tarrif - 10%	1760	\$390.00	\$440.00
256 kbps	36 Mo.Tarrif - 10%	1760	\$425.00	\$475.00
384 kbps	36 Mo.Tarrif - 10%	1760	\$450.00	\$500.00
512 kbps	36 Mo.Tarrif - 10%	1760	\$460.00	\$510.00
768 kbps	36 Mo.Tarrif - 10%	1760	\$490.00	\$540.00
1024 kbps	36 Mo.Tarrif - 10%	1760	\$555.00	\$605.00
1.536 Mbps	36 Mo.Tarrif - 10%	1760	\$630.00	\$680.00
Dual T1	36 Mo.Tarrif - 10%	1760	\$1,265.00	\$1,315.00
3 Mbps	36 Mo.Tarrif - 10%	3620	\$1,195.00	\$1,395.00
6 Mbps	36 Mo.Tarrif - 10%	3620	\$1,565.00	\$1,765.00
9 Mbps	36 Mo.Tarrif - 10%	3620	\$2,125.00	\$2,325.00
12 Mbps	36 Mo.Tarrif - 10%	3620	\$2,753.00	\$2,953.00
15 Mbps	36 Mo.Tarrif - 10%	3620	\$3,170.00	\$3,370.00
21 Mbps	36 Mo.Tarrif - 10%	3620	\$3,810.00	\$4,010.00
33 Mbps	36 Mo.Tarrif - 10%	3620	\$5,347.00	\$5,547.00
45 Mbps	36 Mo.Tarrif - 10%	3620	\$7,075.00	\$7,275.00

* Other access options are available as requested

**CONTRACT
EXHIBIT 1
ATTACHMENT C**

CONTRACT EXHIBIT 1, ATTACHMENT D

Optional Items - Package 4 (Monthly charges)

	Non-Recurring	Recurring
Additional Internet Bandwidth per mb-P1 package only	\$0.00	\$100.00
Additional Ethernet Interface	\$250.00	\$300.00
Upgrade Ethernet to Gigabit - requires 3600 or better router	\$300.00	\$360.00
Firewall (cisco IOS)	\$150.00	\$90.00
Additional MPLS Cloud	\$200.00	\$60.00
Management for Customer Equipment		
Small Device		\$40.00
Medium Device		\$90.00
Large Device		\$150.00
**** Device must be approved by HCS		
Dialup Interface per PRI	\$1,250.00	\$1,250.00
<u>EMAIL (per account, per month)</u>		
10,000-14,999		\$2.88
15,000-19,999		\$2.82
20,000-49,999		\$2.30
50,000-59,999		\$2.19
60,000-69,999		\$2.13
70,000-74,999		\$2.07
75,000-84,999		\$2.01

e-mail services must be authorized by STO