EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

5683 2/27 ML

1. EDS Number:	2. Date prepared:
C1-6-TLM-09-05	1/5/2012

3. CONTRACTS & LEASES

- [X] Professional/Personal Services
- [ ] Contract for procured Services
- [ ] Grant
- [ ] Maintenance
- [ ] Lease
- [ ] License Agreement
- [ ] Attorney
- [X] Amendment# 14
- [ ] MOU
- [ ] Renewal #
- [ ] QPA
- [ ] Other

FISCAL INFORMATION

4. Account Number:	5. Account Name:
62410-19000.531029	DWD DOL Fund
6. Total amount this action:	**7. New contract total:**
$0.00	42,004,361.00
8. Revenue generated this action:	**9. Revenue generated total contract:**
$0.00	$0.00

10. New total amount for each fiscal year :

Year 2005	$4,500,000.00	Year 2010	$3,634,759.00
Year 2006	$10,800,000.00	Year 2011	$6,123,342.00
Year 2007	$8,600,000.00		
Year 2008	$4,500,000.00		
Year 2009	$3,846,260.00		

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
1/1/2011	2/29/2012

13. Method of source selection:

- [ ] Bid/Quotation
- [ ] Emergency
- [ ] Negotiated
- [ ] Special Procurement
- [X] RFP# 5-13
- [ ] Other *(specify)*

AGENCY INFORMATION

14. Name of agency:	15. Requisition Number:
Dept of Workforce Development	

16. Address: DWD
10 N SENATE AVE RM SE0015
INDIANAPOLIS, IN 46204-2201

AGENCY CONTACT INFORMATION

17. Name:	18. Telephone #:
Barb Taylor	317/232-7471

19. E-mail address: bataylor@dwd.in.gov

COURIER INFORMATION

20. Name:	21. Telephone #:
Barb Taylor	317/232-7471

22. E-mail address: BATAYLOR@DWD.IN.GOV

VENDOR INFORMATION

23 Vendor ID # 0000051544

24. Name:	25. Telephone #:
HAVERSTICK CONSULTING INC	317-218-1734

26. Address: 6270 CORPORATE DR #100
INDIANAPOLIS, IN 46278-2900

27. E-mail address: bryan.orr@haverstickinc.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) [X] Yes [ ] No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: [ ] Yes [X] No	Minority: ____ %
Women: [ ] Yes [X] No	Women: ____ %
31 Sub Vendor:M/WBE	**32. If yes, list the %:**
Minority: [X] Yes [ ] No	Minority: 5.0 %
Women: [X] Yes [ ] No	Women: 5.0 %
33. Is there Renewal Language in the document?	**34. Is there a "Termination for Convenience" clause in the document?**
[ ] Yes [X] No	[X] Yes [ ] No

35. Will the attached document involve data processing or telecommunications systems(s)? [X] Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
X

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*

This is Amendment #14 to an existing contract. Amendment #14 changes the payment and employment eligibility clause and extends the end date to 2/29/2012. IDWD released a request for proposal ("RFP") for the Unemployment Insurance Modernization ("UIM") Project. This project is a multi-year initiative to modernize and replace a 17-year-old unemployment insurance ("UI") computer system in order to maximize servies to all customers while streamlining internal IDWD processes.

38. Justification of vendor selection and determination of price reasonableness:

The UIM Steering Committee awarded the UIM Project contract to Haverstick Consulting, Inc. ("Haverstick") and its partners, including Tier Technologies, Inc., Number Six Software, Crew Technical Services and Source. The Haverstick proposal scored equal to or higher than all other proposals in every measurable category. The Haverstick proposal was over $7 million less than the second place bidder.

RECEIVED
JAN 13 2012
OAG-ADVISORY

39. If this contract is submitted late, please explain why: *(Required if more than 30 days late.)*

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
	1-5-2012		1/12/12
44. Attorney General's Office approval	**45. Date Approved**	**46. Agency representative receiving from AG**	**47. Date Approved**
M. Smith	1/27/12		

6567-014

AMENDMENT # 14
EDS# C1-6-TLM-09-05

This is an amendment to the Unemployment Insurance Modernization Agreement effective September 6, 2005 entered into by and between the **Indiana Department of Workforce Development** (the "State") and **Haverstick Consulting, Inc.**, (the "Contractor") as amended by Amendments #1 through #13 (the "Contract"), dated December 20, 2011.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract is hereby extended for an additional period of two (2) months. This Contract was set to terminate on **December 31, 2011**. It shall now terminate on **February 29, 2012**.

There is no change to the remuneration under this amendment. Total remuneration under the Contract is not to exceed $ 42,004,361.00.

The following clauses in the Contract are amended as follows:

1. Payment

Section 4.2 relating to payment is hereby amended to read as follows:

> All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

2. Employment Eligibility Verification

Section 13.23 is hereby added to read as follows:

Section 13.23, Employment Eligibility Verification. The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.
The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, The Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify

program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment / Renewal shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

HAVERSTICK CONSULTING, INC.:

Phil Carrai
Vice President, Secretary and Treasurer

Date: 12-28-11

INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT:

Charles R Cull (for)
Mark W. Everson
Commissioner

Date: 12/30/2011

Indiana Office of Technology

Wm. Pierce for
Brian S. Arrowood, Chief Information Officer

Date: 6-Jan-2012

Department of Administration

Marie a. Dumas (for)
Robert D. Wynkoop, Commissioner

Date: 1/11/2012

State Budget Agency

(for)
Adam M. Horst, Director

Date: 1/12/12

APPROVED as to Form and Legality:
Office of the Attorney General

Mark Light (for)
Gregory F. Zoeller, Attorney General

Date: 1/27/12