Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT & REAL ESTATE SERVICES ADMINISTRATION
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 4, 2011

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B0200056
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **EDS, an HP Company** **930 W. Holmes Road, MS 104** **Lansing, MI 48911** **Email: Barbara.garry@eds.com**	TELEPHONE Barbara Garry **(517) 272-5702** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 335-4770 **Tammi Hart**
Contract Compliance Inspector: Mike Breen **RE:START DIT/Infrastructure Services**	
CONTRACT PERIOD: From: **November 17, 2009** To: **November 16, 2012**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby INCREASED by $436,480.00 and EXTENDED to 11/16/2012. Please note the buyer changed to Tammi Hart.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Agency, Contractor, DTMB Procurement agreement, and the approval of the State Administrative Board on September 30, 2011.

INCREASE: $436,480.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,309,440.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **December 9, 2010**
PROCUREMENT & REAL ESTATE SERVICES ADMINISTRATION
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B0200056
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **EDS, an HP Company** **930 W. Holmes Road, MS 104** **Lansing, MI 48911** **Email: Barbara.garry@eds.com**	TELEPHONE Barbara Garry **(517) 272-5702** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 **Jacque Kuch**
Contract Compliance Inspector: Mike Breen **RE:START DIT/Infrastructure Services**	
CONTRACT PERIOD: From: **November 17, 2009** To: **November 16, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby INCREASED by $436,480.00 and EXTENDED to 11/16/2011 per the attached Ad Board tab.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Ad Board approval on 12/7/2010 and DTMB/Procurement & Real Estate Services Administration approval.

INCREASE: $436,480.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $872,960.00

105t

APPROVED
DEC 07 2010
MICHIGAN STATE ADMINISTRATIVE BOARD

RE:START Bid Tab		
Contract No	**Department**	**Ad Board Date**
071B0200056	DTMB	12-7-10
Brief Description of Service		
This request is for the continuation of services of two Senior Project Managers, to assist the Department of Technology, Management and Budget (DTMB), Infrastructure Services Project Management Office (ISPMO) with the performance of technical project coordination, and to mentor and train existing staff. This request is to utilize the first option year available as defined in the original contract language.		
Vendor Name Hewlett-Packard Barbara Garry 517-272-5702	**City, State** 930 W. Holmes MS 104 Lansing, MI 48911	**Amount Increased** $436,480.00 **NOT TO EXCEED**
Contractor Name Bruce Howard, Joe Sagan	**Michigan Business** ☑ Yes ☐ No	**Revised Contract amount** **$872,960.00**
Option Term 11/17/10 – 11/16/11	**Funding Source** 100% Rated Services – Revolving Infrastructure	**Funding Fiscal Year** 2011
Despite negotiations with vendor, additional savings could not be secured		
Office of State Employer Approval #0047-11		

Purpose/Business Case

The purpose of this contract option is for the services of two Senior Project Managers to assist DTMB with the development and implementation of the ISPMO.

The first position serves as an expert in Infrastructure Program Development and will oversee the Program Support Office (PSO) and building working interfaces with Enterprise Project Management Office (EPMO) and the six Agency Services Project Management Offices.

The second position will function as the Program Coordinator for the Enterprise Building Install, Move, Add, Change (IMAC) Program. The core services provided by the ISPMO coordinate the delivery of Infrastructure Services (Data Center, Technical Services, Telecommunications, Office Automation and Field Services) which benefit all executive branch state agencies.

Work performed over the last 12 months includes, but is not limited to:

1. Managed the DIT coordination of services for the Personal Credit Card Information (PCI) project compliance.
2. Analyzed and delivered a workstation deployment process that is tied to ITRAC (on-line IT procurement system) and Integrated Asset Management (ITAM) systems.
3. Developed and delivered customer training for the Building IMAC programs and the workstation deployment process.

4. Developed and executed the PMO Executive Portfolio Reports and yearly Call for Projects processes.

Work to be performed during the next 12 months includes, but is not limited to:

1. Electronic Infrastructure Service Request (ISR) process – Re-engineer the existing manual process, including the Resource Planning Meeting (RPM) to allow Agencies to request services electronically. This will also require a virtual review process and assignment of resources. This will cut weeks out of the current process and improve tracking and monitoring of the requests.
2. Develop and institutionalize a "software deployment" process within Infrastructure Services.
3. Develop and automate the Software deployment planning process being developed so that it interfaces with our existing user and asset database. Currently, a software program is doing this on the desktop deployment process, and this would expand the current tool to cover the new software process.
4. Develop and automate other forms used in the ISPMO and to integrate with SharePoint and/or the new Portfolio Tracking program Checkpoint.
5. Develop a governance process within the ISPMO to provide an internal audit or quality control of our processes, ensuring that they are following System Engineering Methodology (SEM), Project Management Methodology (PMM) and Capability Maturity Model Integrated (CMMI) best practices and a mechanism to periodically review those processes and recommend improvements.
6. Ensure that process/program development integrates with the Enterprise Program Management Office and the six Agency Services Program Management Offices.

Risk Assessment

Without the services of these two Senior Project Managers, core services from the ISPMO will need to be scaled back and response times may not meet key service level agreements. Without a Building IMAC Program Coordinator, we will not be able to maintain the progress that has been made in this area. At present, there are no resources to transition these functions to and the skill sets of these positions are not present with State staff.

INFORMATION BELOW THIS LINE FOR INTERNAL USE ONLY

Mark Lawrence, CA

NA

Seleana Samuel
CA Unit Acting Manager

Sergio Paneque
Chief Procurement Officer
Procurement & Real Estate Services
Administration

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 28, 2009

NOTICE OF CONTRACT NO. 071B0200056 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR **EDS, an HP Company** **930 W. Holmes Road, MS 104** **Lansing, MI 48911** **Email: Barbara.garry@eds.com**	TELEPHONE Barbara Garry **(517) 272-5702** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 **Jacque Kuch**
Contract Compliance Inspector: Mike Breen **RE:START DIT/Infrastructure Services**	
CONTRACT PERIOD: From: **November 17, 2009**	To: **November 16, 2010**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

The terms and conditions of this Contract are those of ITB #071I9200294, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

TOTAL ESTIMATED CONTRACT VALUE: $436,480.00

SECTION I
GENERAL INFORMATION

I-A PURPOSE

The purpose of this contract is fortwo senior level project managers to assist the Department of Information Technology (MDIT), and Infrastructure Services
Project Management Office (PMO). The PMO will be built around the Service delivery organization along with consolidating project management duties from other infrastructure organizations into one business group reporting directly to the PMO Director. **It is a requirement that both project managers come from the same vendor.**

The contract period will be from November 17, 2009 to November 16, 2010 (1,984 hours for each senior project manager), with two one-year options**.** The State does not commit to procuring services in the quantities estimated or in any other amounts.

I-B ISSUING OFFICE

This contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget (DMB), hereafter known as Purchasing Operations, for the Department of Information Technology (DIT) and Project Management Office. Where actions are a combination of those of Purchasing Operations, DIT, and Project Management Office**,** the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Purchasing Operations is the only office authorized to change, modify, amend, alter, clarify, or otherwise alter the specifications, terms, and conditions of this contract. All communications concerning this procurement must be addressed to:

Jacque Kuch, Buyer
DMB, Purchasing Operations
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
kuchj@michigan.gov

I-C PROJECT MANAGER and CONTRACT ADMINISTRATOR

MDIT and Project Management Office have assigned a Project Manager and a Contract Administrator who have been authorized by Purchasing Operations to administer the resulting Contract(s) on a day-to-day basis during the term of the Contract. However, administration of any Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by Purchasing Operations.

The Project Manager for this contract is:
Vern Klassen
Manager Project management Office
7285 Parsons Drive
Dimondale, Michigan 48821
klassenv@michigan.gov

The Contract Administrator for this contract is:
Michael Breen
Contract Administrator
DIT, Contracts and Procurement Services
Constitution Hall, North Tower, 1st Floor
525 West Allegan Street
Lansing, MI 48913
breenm@michigan.gov

I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS
The State of Michigan is not liable for any costs incurred by any bidder prior to signing of a contract by all parties and delivery of services under the contract. Any costs to be paid by the State are limited to those authorized by the terms and conditions of any resulting Contract.

The State fiscal year is October 1st through September 30th. The prospective contractor is advised that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-E PROPOSALS
RESERVED

I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT
RESERVED

I-G CONTRACTOR RESPONSIBILITIES
The Contractor will be required to assume responsibility for all contractual activities offered in this contract,l whether or not the Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Contractor must make timely payment to staff performing services for the State.

Note: If any personnel contracted through this RFP are not your employees, but that of another company, you must include a list of those companies (subcontractors), including firm name and address, contact person, complete description of skill sets to be subcontracted, and descriptive information concerning subcontractor's organizational abilities in your response. The State reserves the right to approve subcontractors for this work and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Failure to identify companies providing personnel for your use in Contracts will be cause for cancellation of your Contract and possible removal from the RE:START program.

I-H NEWS RELEASES
News releases pertaining to this contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with explicit written instructions from the State. No results of the project are to be released without prior approval of the State and then only to persons designated.

I-I SELECTION CRITERIA
RESERVED

I-J INDEPENDENT PRICE DETERMINATION
RESERVED

I-K SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-G)
RESERVED

I-L DISCLOSURE
All information in a contractor's proposal and any Contract resulting from this ITB is subject to disclosure under the provisions of the "Freedom of Information Act.", 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-M AWARD
RESERVED

I-N MODIFICATIONS, REVISIONS, CONSENTS AND APPROVALS

This contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Additional services which are outside the Scope of Services of this Contract shall not be performed by the Contractor without the prior, written approval of the State. Additional services, when authorized by an executed contract, change order, or an amendment to this Contract, shall be compensated by a fee mutually agreed upon between the State and the Contractor.

I-O CONTRACT DOCUMENTS

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. State's ITB and any Addenda thereto;
2. Contractor's response to the State's ITB and Addenda; and
3. All amendments and change orders as written and properly approved.

and by reference:

3. State's Pre-qualification RFI and any Addenda thereto;
4. Contractor's response to the State's Pre-qualification RFI and Addenda

All responses, representations, and assurances contained in the Proposal are incorporated into and are enforceable provisions of this Contract. In the event of any conflict between the provisions of the ITB, and the Contractor's response to the ITB, the terms of the ITB and any Contract amendments shall prevail.

I-P SPECIAL TERMS AND CONDITIONS

1. Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

2. All work will be performed at the site identified in Section III of this contract, unless otherwise agreed to by both parties.

3. The Contractor must permit representatives of the Michigan Department of Information Technology (DIT), and the agency, and other authorized public agencies interested in the services requested in this contract to have full access to the services requested showing the Contractor's performance, during normal business hours.

4. The Contractor, during the performance of services detailed in this contract, will be responsible for any loss or damage to original documents, belonging to the State when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.

5. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by DIT and the State agencies involved.

6. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the State its agencies, employees and officials, with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.

7. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the State. This includes, but is not limited to, all new business processes created, all planning and design work

performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports.

If by operation of law any of the work, including all related intellectual property rights is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such work, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned work. If the Contractor uses any subcontractors to perform and prepare any of the work, the Contractor shall insure through agreement with the subcontractors that all intellectual property rights in any of the work shall belong exclusively to the State. Failure of the Contractor to insure such rights may be considered by the State to be a material breach of this contract.

8. The Contractor shall agree that they will not furnish or disclose any items owned by the State to a third party without the written permission of the State. This includes both items created as part of this contract and items owned by the State that are incidental to the contract. The Contractor shall also agree not to use items owned by the State for other purposes without the prior written permission of the State.

9. Individuals assigned by the Contractor are employees of the Contractor, and are not, under any circumstances or conditions, employees of the State.

   The State will retain the right to release outright or request the replacement of any person who is working at an inferior level of performance. The Contractor will be given 24 hours advance notice of this action.

12. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the State without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents.

13. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.

14. The Contractor shall use all software in accordance with the State's license agreements and any further restrictions imposed by the State. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.

15. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of State systems or network is prohibited. Each person must use State systems and networks only for lawful purposes. Specifically prohibited is any use of State systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any State of Michigan policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from State computer systems or networks.

16. The DIT and the [agency] have developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The selected Contractor must follow any and all

standards adopted by DIT and the [agency]. Where standards do not exist, the final acceptance of a new technique, technology, or design will rest with the Project Manager, following consultation and review with DIT.

I-Q DEPARTMENT AND CONTRACTOR RESPONSIBILITIES

Department Responsibilities:

1. Provide office space within the Departments for temporary employees selected to work on these projects. NOTE: Access to office space during non-working hours must be approved.

2. Provide conference room space when sufficient notice is given and space is available.

3. Provide telephones for calls originating from within the Department of Information Technology, Agency Services, Departments of State and Treasury, Department of State Division that are project-related.

4. Provide copying services that are project-related.

5. Provide access to Facsimile equipment for items that are project-related.

6. Provide computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the Department.

Contractor Responsibilities:

1. Provide temporary professional services Monday through Friday, during the same work hours as those worked by State employees working at the identified facility.

2. Provide those services requested based on staff having the qualifications identified in this contract.

3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the State and the contractor at the time of need.

4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the DIT, agency/division and the State.

5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

   In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State will advise the Contractor which of the following three options will be employed:
   - The State can request the same Contractor replace the individual with an individual of equal or greater qualifications.
   - The State can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
   - The State can re-issue the ITB and obtain a new list of candidates and rates from eligible Contractors.

6. Contractor shall ensure that staff proposed for assignment are fully trained and meet the skill set requirements of the job position being filled.

7. The State and/or its agencies make changes to their technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular CASE tool in order to perform their State assignment.

The cost of the course, including any travel expenses, will be the responsibility of the Contractor and the training hours will not be billable to the State). This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year.

8. Provide parking when working on-site.

9. Phone calls not related to the project are not to be charged to the State.

10. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

    Contractor's management responsibilities include, but are not limited to, the following:
    - Ensure personnel understand the work to be performed to which they are assigned.
    - Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the State.
    - Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the State.
    - Regularly assess personnel performance and provide feedback to improve overall task performance.
    - Ensure high quality results are achieved through task performance.
    - Provide training.

I-R USE OF AGENCY STANDARD INFORMATION TECHNOLOGY ENVIRONMENT

Unless otherwise stated in this contract, all items produced by the Contractor must run on and be compatible with the information technology environment described in Section III.B. of this contract.

It is recognized that technology changes rapidly. The staff may request a change in the standard environment using the process identified by DIT. Any changes must be approved, in writing by DIT, before work may proceed based on the changed environment.

Additionally, the State needs to be able to maintain software and other items produced as the result of the contract. Therefore, software development tools may not be used unless request is made, in writing, and approved by DIT, in writing.

SECTION II
CONTRACTUAL SERVICES TERMS AND CONDITIONS

II-A CONTRACT PAYMENT

The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Blanket Purchase Order (BPO).

The services shall be provided and invoiced on a monthly basis, as used. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Contract. Invoices must list the project, agency, contract number and monthly rate. All invoices MUST include copies of timesheets signed by the project manager verifying hours were worked and that services were acceptably performed.

The State shall not be liable to pay the Contractor for any hours worked in excess of the rate stated in the BPO. The State will not pay the Contractor for overtime, holiday or other premium charges or other benefits.

The Contractor shall not receive payment for Services the State finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule or regulation.

II-B ACCOUNTING RECORDS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

2. General Indemnification
   The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the State has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the conduct of the State.

3. Patent/Copyright Infringement Indemnification
   The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright or trade secret of any person or entity, which is enforceable under the laws of the United States.

   In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor

shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

4. Continuation of Indemnification Obligation
   The duty to indemnify will continue in full force and effect, not withstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

II-D LIMITATION OF LIABILITY

The Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or tort, shall be limited the value of the Contract or $200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright or trade secrets; to claims for death or bodily injury or damage to any real or tangible personal property caused by the negligence or fault of the Contractor; to claims related to the Contractor's unauthorized release of confidential information; to claims covered by other specific provisions of this Contract, if any, calling for liquidated damages; to the Contractor's indemnification obligations under Section II-C; and to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

Neither the Contractor nor the State shall be liable to the other for indirect or consequential damages even, if such party has been advised of the possibility of such damages. This limitation as to indirect or consequential damages does not apply to claims for infringement of United States patent, copyright or trade secrets; to claims related to the Contractor's unauthorized release of confidential information; to other specific provisions of this Contract, if any, calling for liquidated damages; or to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

II-E CONTRACTOR'S LIABILITY INSURANCE

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF PURCHASING OPERATIONS, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing Operations.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than $100,000 each occurrence and, when

applicable $300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than $50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than $100,000 each occurrence and when applicable, $300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the BPO.

II-F CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

   In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall be subject to the dollar limitation of liability as provided in Section II-D.

   In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

   In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds

for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-G ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Operations Director.

II-H DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Operations Director has given written consent to the delegation.

II-I NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-J UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the

Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-K SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

II-L GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-M NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this ITB shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

II-N SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

II-O HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-P RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-Q MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the State upon any contract, debt, or any other obligation to the State, including real property and personal property taxes.

2. DAMAGES FOR UNAUTHORIZED PERSONNEL CHANGES
    a. The Contractor shall not replace the personnel designated in this Contract without the prior, written approval of the State.
    b. If the Contractor violates this requirement, it shall pay the State, as liquidated damages and not as a penalty, a sum equal to the amount payable under this Contract.
    c. The State may recover the amount due from the Contractor under this section by setting off against any amount due under this Contract or other contracts it may have with the Contractor.

3. AUTHORIZATION & CAPABILITY
    a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
    b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

SECTION III
WORK STATEMENT

A. Brief Description of Work

Two senior project managers (PM) for the development and implementation of the Infrastructure PMO organization. These senior project managers are critical to implementing the enterprise systems and processes which reduce costs and improve service levels to all state agencies.

B. Background

The contractor staff will work under the direction of state staff to continue the effort to build an infrastructure services project management office (PMO) that will oversee MDIT program and project teams using acceptable program and project management practices for the duration of this contract which are based upon the following PMO methodologies:

1. Provide sound project planning with the development and management of comprehensive project schedules
2. Promote timely execution of program/project plans
3. Facilitate effective approaches to knowledge transfer by establishing mentoring and training
4. Monitor and manage time sensitive and accurate issue management methods and tools to promote active tracking of issues, proactive reporting, and timely escalation to reduce potential risks to the program/projects.
5. Communication plan templates will be developed that is aligned with the needs of the various stakeholder groups and at the appropriate level of detail to provide the needed information.

C. Objectives

The first contract senior project management position will lead the PSO (Program Support Office) and is expected to continue to develop new programs for Infrastructure Services PMO (Project Management Office) by developing standardized processes and procedures to improve the quality and efficiency of services delivered by Infrastructure Services. This includes developing quality assurance measures for these programs and overseeing process improvement implementation. Examples of ongoing development are the Server IMAC (Install, Move, Add, Change) Program, Building IMAC Program (office moves and build out of new offices with IT Infrastructure), Workstation IMAC Program, Dedicated Server Deployment Team, Tactical Project Management process and templates, etc. These programs support the 4,000 plus servers in our hosting centers, the 1,200 plus office locations where we supply IT services and the 55,000 plus employees and workstations in our enterprise that use our project management services to efficiently deliver those services. This position will be assigned to work with state management to coordinate the efforts of developing or automating programs to enhance the timeliness and efficiency of Infrastructure Services in providing their core services to the executive branch agencies. This coordination effort is critical to implement the infrastructure procedures and processes which reduce costs and improve service levels to all state agencies. State technical resources will work side by side with the project management team.

The second senior project management position is expected to function as the Program Coordinator for the Enterprise Building IMAC Program, our most recently developed program. This position follows the standards and guidelines established by the PSO in the development of processes, procedures, templates and workflow for office moves and the build out of new offices to ensure that the IT Infrastructure is delivered in a proper and timely manner. This involves overseeing the work of IS PMO project coordinators to ensure that they follow these procedures in tasking out Building IMAC projects as well as working with Telecom and Field Services to implement process training and awareness. This position serves as a point of escalation for unresolved issues with a Building IMAC project and negotiates a workable solution. This position serves the 1,200 plus office locations where we supply IT services and the 55,000 plus employees and workstations in our enterprise. This resource is expected to develop program metrics and produce them on a regular basis. Based on the results of the metrics and client feedback, process improvement cycles are also coordinated by this resource. In addition this position is expected to work with the PSO to automate those processes to gain further operational efficiencies and

enhance the ability to meet service level agreements with fewer resources. This PM will be working with state staff assigned to coordinate process and procedure reviews. The project managers will need to have experience working on the implementation of infrastructure enterprise projects, not application development projects and the ability and experience to develop processes, procedures and workflows, update issues listings and provide very detailed Microsoft project schedules.

D. Environment

Agency technical environment spans all aspects of IT Infrastructure and the senior project managers must have a though understanding of desktop deployment, software distribution, server hosting and telecommunication voice and data technologies. Programs must be developed and implemented to automate the processes and procedures that are repeatable in the delivery of these services. The IS PMO manages approximately 10,000 requests for services annually involving over $100M in operational costs. These involve enterprise services for workstation and software deployments, redeployments, office moves, new servers and the repurpose of existing servers remotely and in our hosting centers. In addition the IS PMO manages tactical projects for the purpose of standardization, maintaining current technology based on industry standards and improving the manageability of our Infrastructure resources. The current cost of these tactical projects exceeds $250M.

E. Description of Work Requested

Project Managers are required to accomplish the following tasks:

Program Development – Facilitate new program development or automate existing programs to be more efficient. Key deliverables are:

1. Electronic ISR (Infrastructure Service Request) process – Re-engineer the existing manual process, including the RPM (Resource Planning Meeting) to allow Agencies to request services electronically. This will also require a virtual review process and assignment of resources. This will cut weeks out of the current process and improve tracking and monitoring of the requests.
2. Develop and institutionalize a “Call for Projects” process within Infrastructure Services.
3. Integrate the RPM process with the “Call for Projects” process and develop an interface with the EPMO (Enterprise Project Management Office) and the various Agency Services Project Management Offices (PMO’s).
4. Develop and automate the workstation deployment planning process that interfaces with our existing user and asset database. Currently spreadsheets are used for deployment plans and do not interface with user or asset data. No consistent format is in place.
5. Develop and automate the office move planning process that interfaces with our existing building, user and asset database. Currently spreadsheets are used for these plans and do not follow a consistent format.
6. Develop a governance process within the IS PMO to provide an internal audit or quality control of our processes, ensuring that they are following System Engineering Methodology (SEM), Project Management Methodology (PMM) & Capability Maturity Model Integrated (CMMI) best practices and a mechanism to periodically review those processes and recommend improvements.
7. Mentor state staff on the best practices in program/process development including SEM, PMM & CMMI methodologies.

Communication - Facilitate meetings with senior management to determine project schedules; Produce and communicate detailed status reports; Identify further appropriate information such as issues listing requirements and status reporting; Ensure individuals at all levels receive appropriate information in a timely manner.

Performance Monitoring - Maintain a disciplined process for monitoring deliverables and schedule milestones; create performance measurement baselines for scope, schedule and cost; produce and update project scorecards. The project manager assigned to coordinate the teams efforts needs to lead weekly meetings and ensure project accountability and schedules are met. The other project managers assigned to agency migrations need to lead meetings and ensure project accountability and schedules are met.

Perform other tasks as required:

- Provide operational program management oversight
- Develop and communicate plans for program and project metrics that demonstrate positive process improvement and faster delivery of services
- Provide an education process that markets the recommended process improvements and shows the results to participating resources and management staff
- Develop metrics that demonstrate positive process improvement and faster delivery of services

F. **PROJECT CONTROL AND REPORTS**

A monthly progress report must be submitted to the MDIT Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each monthly progress report must contain the following:

1. **Hours**: Indicate the number of hours expended during the past four weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments**: Indicate what was worked on and what was completed during the current reporting period.
3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
   Also state whether the remaining hours are sufficient to complete the project.

G. **BACKGROUND CHECKS**

The Contractor will be required to authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations may include Michigan State Police Background checks (ICHAT) as well as the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State through the P.O. or SOW process and will be reasonable related to the type of work requested. All Contractor personnel will also be expected to comply with the State's acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel will be expected to sign an annual State of Michigan Contractor Security Agreement before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

All Contractor resources shall be required to sign annual Acceptable Use and Confidentiality agreements that will be provided by the State.

H **Location of where the work is to be performed**

7285 Parsons Drive
Dimondale, Michigan 48821

I. **Hours**

Monday through Friday 8:00AM to 5:00PM

J **State's contract/project manager for the work**

Vern Klassen, IS PMO Manager

K **The numbers of personnel by skill set (classification), two Sr. Project Managers (not to exceed hourly rate $110.00 per resource)**

Plans and coordinates work teams. Provides management and technical support to project team members. Handles complex projects. Designs and implements project plans. Generally manages a group of applications system analysts or infrastructure specialists. Relies on experience and judgment to plan and accomplish goals. Typically reports to a senior manager.

- 5 yrs PM experience
- 5 yrs Experience in IT project multi infrastructure environments
- 5 yrs Experience MS Project risk/issue mgt. meeting facilitation
- 5 yrs Experience as a team coordinator
- 5 yrs Experience infrastructure process, procedures & developing tools
- 5 yrs Experience building and implementing infrastructure PMO

L **Start and End Dates**
November 17, 2009 through November 16, 2010

IV-C PRICE PROPOSAL

1. All rates quoted in bidder's response to this ITB will be firm for the duration of the contract. No price changes will be permitted.

2. Pricing
   Classification/skill set: Sr. Project Manager – Bruce Howard
   Hourly/Monthly Rate: $110x1984 = $218,240.00
   Classification/skill set: Sr. Project Manager – Joe Sagan
   Hourly/Monthly Rate: $$110 x 1984 = $218,240.00