

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET August 19, 2010
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B0200279
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR JDM Systems Consultants 33117 Hamilton Court Suite 200 Farmington Hills, MI 48334 Email: gruby@jdmconsulting.com	TELEPHONE: Gary Ruby (248) 324-1937
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Sara Williams (517) 335-1277 OFIR Information System (OIS) Project Control Office (PCO) - DELEG	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: August 16, 2010 To: August 15, 2015	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the begin date and end date for this contract are hereby changed to August 16, 2010 through August 15, 2015. In addition, the dates are also hereby changed in Section 2.000 Contract Structure and Term 2.001 Contract Term per the following:

2.000 Contract Structure and Term

2.001 Contract Term

This contract is for a period for five (5) years beginning August 16, 2010 through August 15, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in Section 2.150) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$5,591,100.00



Form No. DMB 234 (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

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CONTRACT PERIOD: 5 yrs. + 5 one-year options From: August 18, 2010 To: August 17, 2015	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #07110200030, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$5,591,100.00**

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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07110200030. Orders for delivery will be issued directly by the Department of Information Technology through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE CONTRACTOR:</p> <p style="text-align: center;">JDM Systems Consultants</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Greg Faremough, Director</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">IT Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract # 071B0200279
OFIR Information System (OIS) Project Control Office (PCO)

Buyer Name: Mary Ostrowski
Telephone Number: (517) 373-6327
E-Mail Address: ostrowskim@michigan.gov



Table of Contents

Contract Glossary and Acronym List.....	9
Article 1 – Statement of Work (SOW).....	13
1.000 Project Identification	13
1.001 Project Request	13
1.002 Background.....	13
1.003 Approach	14
1.100 Scope of Work and Deliverables	16
1.101 In Scope.....	16
1.102 Out Of Scope.....	19
1.103 Environment	19
1.104 Work and Deliverables	20
1.200 Roles and Responsibilities	30
1.201 Contractor Staff, Roles, and Responsibilities	30
1.202 State Staff, Roles, and Responsibilities	31
1.203 Other Roles and Responsibilities - Deleted, Not Applicable	33
1.300 Project Plan	33
1.302 Reports.....	33
1.400 Project Management	35
1.401 Issue Management.....	35
1.402 Risk Management.....	36
1.403 Change Management.....	36
1.500 Acceptance	36
1.501 Criteria	36
1.502 Final Acceptance.....	39
1.600 Compensation and Payment	39
1.601 Compensation and Payment	39
1.602 Holdback - Deleted, Not Applicable.....	40
1.700 Additional Information Specific to this SOW.....	40
1.701 Additional Terms and Conditions Specific to This SOW	40
Article 2, Terms and Conditions	41
2.000 Contract Structure and Term	41
2.001 Contract Term.....	41
2.002 Renewal(s).....	41
2.003 Legal Effect.....	41
2.004 Attachments & Exhibits.....	41
2.005 Ordering.....	41
2.006 Order of Precedence	41
2.007 Headings.....	42
2.008 Form, Function & Utility	42
2.009 Reformation and Severability	42
2.010 Consents and Approvals	42
2.011 No Waiver of Default	42
2.012 Survival.....	42
2.013 Federal Grant Requirements - Deleted, Not Applicable.....	42
2.020 Contract Administration	42
2.021 Issuing Office.....	42
2.022 Contract Compliance Inspector	42
2.023 Project Manager	43
2.024 Change Requests.....	43
2.025 Notices.....	44
2.026 Binding Commitments	44
2.027 Relationship of the Parties.....	44
2.028 Covenant of Good Faith	45
2.029 Assignments	45
2.030 General Provisions	45



2.031	Media Releases.....	45
2.032	Contract Distribution.....	45
2.033	Permits.....	45
2.034	Website Incorporation.....	45
2.035	Future Bidding Preclusion.....	45
2.036	Freedom of Information.....	46
2.037	Disaster Recovery.....	46
2.040	Financial Provisions.....	46
2.041	Fixed Prices for Services/Deliverables.....	46
2.042	Adjustments for Reductions in Scope of Services/Deliverables.....	46
2.043	Services/Deliverables Covered.....	46
2.044	Invoicing and Payment – In General.....	46
2.045	Pro-ration.....	47
2.046	Antitrust Assignment.....	47
2.047	Final Payment.....	47
2.048	Electronic Payment Requirement.....	47
2.050	Taxes.....	47
2.051	Employment Taxes.....	47
2.052	Sales and Use Taxes.....	47
2.060	Contract Management.....	47
2.061	Contractor Personnel Qualifications.....	47
2.062	Contractor Key Personnel.....	48
2.063	Re-assignment of Personnel at the State’s Request.....	48
2.064	Contractor Personnel Location.....	48
2.065	Contractor Identification.....	48
2.066	Cooperation with Third Parties.....	48
2.067	Contract Management Responsibilities.....	49
2.068	Contractor Return of State Equipment/Resources.....	49
2.070	Subcontracting by Contractor.....	49
2.071	Contractor full Responsibility.....	49
2.072	State Consent to delegation.....	49
2.073	Subcontractor bound to Contract.....	49
2.074	Flow Down.....	50
2.075	Competitive Selection.....	50
2.080	State Responsibilities.....	50
2.081	Equipment.....	50
2.082	Facilities.....	50
2.090	Security.....	50
2.091	Background Checks.....	50
2.092	Security Breach Notification.....	50
2.093	PCI DATA Security Requirements.....	51
2.100	Confidentiality.....	51
2.101	Confidentiality.....	51
2.102	Protection and Destruction of Confidential Information.....	51
2.103	Exclusions.....	52
2.104	No Implied Rights.....	52
2.105	Respective Obligations.....	52
2.110	Records and Inspections.....	52
2.111	Inspection of Work Performed.....	52
2.112	Examination of Records.....	52
2.113	Retention of Records.....	52
2.114	Audit Resolution.....	52
2.115	Errors.....	53
2.120	Warranties.....	53
2.121	Warranties and Representations.....	53
2.122	Warranty of Merchantability.....	54
2.123	Warranty of Fitness for a Particular Purpose.....	54
2.124	Warranty of Title.....	54
2.125	Equipment Warranty - Deleted, Not Applicable.....	54
2.126	Equipment to be New - Deleted, Not Applicable.....	54
2.127	Prohibited Products - Deleted, Not Applicable.....	54



2.128	Consequences for Breach	54
2.130	Insurance	54
2.131	Liability Insurance	54
2.132	Subcontractor Insurance Coverage	56
2.133	Certificates of Insurance and Other Requirements	56
2.140	Indemnification	56
2.141	General Indemnification	56
2.142	Code Indemnification	57
2.143	Employee Indemnification	57
2.144	Patent/Copyright Infringement Indemnification	57
2.145	Continuation of Indemnification Obligations	57
2.146	Indemnification Procedures	57
2.150	Termination/Cancellation	58
2.151	Notice and Right to Cure	58
2.152	Termination for Cause	58
2.153	Termination for Convenience	59
2.154	Termination for Non-Appropriation	59
2.155	Termination for Criminal Conviction	59
2.156	Termination for Approvals Rescinded	59
2.157	Rights and Obligations upon Termination	59
2.158	Reservation of Rights	60
2.160	Termination by Contractor	60
2.161	Termination by Contractor	60
2.170	Transition Responsibilities	60
2.171	Contractor Transition Responsibilities	60
2.172	Contractor Personnel Transition	60
2.173	Contractor Information Transition	61
2.174	Contractor Software Transition	61
2.175	Transition Payments	61
2.176	State Transition Responsibilities	61
2.180	Stop Work	61
2.181	Stop Work Orders	61
2.182	Cancellation or Expiration of Stop Work Order	61
2.183	Allowance of Contractor Costs	61
2.190	Dispute Resolution	62
2.191	In General	62
2.192	Informal Dispute Resolution	62
2.193	Injunctive Relief	62
2.194	Continued Performance	62
2.200	Federal and State Contract Requirements	63
2.201	Nondiscrimination	63
2.202	Unfair Labor Practices	63
2.203	Workplace Safety and Discriminatory Harassment	63
2.210	Governing Law	63
2.211	Governing Law	63
2.212	Compliance with Laws	63
2.213	Jurisdiction	63
2.220	Limitation of Liability	63
2.221	Limitation of Liability	63
2.230	Disclosure Responsibilities	64
2.231	Disclosure of Litigation	64
2.232	Call Center Disclosure	64
2.233	Bankruptcy	64
2.240	Performance	65
2.241	Time of Performance	65
2.242	Service Level Agreement (SLA)	65
2.243	Liquidated Damages	65
2.244	Excusable Failure	66
2.250	Approval of Deliverables	67
2.251	Delivery of Deliverables	67
2.252	Contractor System Testing	67
2.253	Approval of Deliverables, In General	67



2.254	Process for Approval of Written Deliverables.....	68
2.255	Process for Approval of Custom Software Deliverables	69
2.256	Process for Approval of Services	69
2.257	Final Acceptance - Deleted, Not Applicable	69
2.260	Ownership.....	70
2.261	Ownership of Work Product by State	70
2.262	Vesting of Rights	70
2.263	Rights in Data	70
2.264	Ownership of Materials.....	70
2.270	State Standards.....	70
2.271	Existing Technology Standards.....	70
2.272	Acceptable Use Policy.....	70
2.273	Systems Changes	71
2.280	Extended Purchasing	71
2.281	MiDEAL (Michigan Delivery Extended Agreements Locally) - Deleted, Not Applicable ...	71
2.282	State Employee Purchases - Deleted, Not Applicable	71
2.300	Deliverables - Deleted, Not Applicable	71
2.310	Software Warranties	71
2.311	Performance Warranty	71
2.312	No Surreptitious Code Warranty - Deleted, Not Applicable	71
2.313	Calendar Warranty - Deleted, Not Applicable	71
2.314	Third-party Software Warranty - Deleted, Not Applicable	71
2.315	Physical Media Warranty - Deleted, Not Applicable.....	71
2.320	Software Licensing	71
2.321	Cross-License, Deliverables Only, License to Contractor - Deleted, Not Applicable.....	71
2.322	Cross-License, Deliverables and Derivative Work, License to Contractor - Deleted, Not Applicable.....	71
2.323	License Back to the State - Deleted, Not Applicable.....	71
2.324	License Retained by Contractor - Deleted, Not Applicable	71
2.325	Pre-existing Materials for Custom Software Deliverables - Deleted, Not Applicable	71
2.330	Source Code Escrow	71
2.331	Definition - Deleted, Not Applicable.....	71
2.332	Delivery of Source Code into Escrow - Deleted, Not Applicable.....	71
2.333	Delivery of New Source Code into Escrow - Deleted, Not Applicable	71
2.334	Verification - Deleted, Not Applicable.....	71
2.335	Escrow Fees - Deleted, Not Applicable.....	71
2.336	Release Events - Deleted, Not Applicable	71
2.337	Release Event Procedures - Deleted, Not Applicable.....	72
2.338	License - Deleted, Not Applicable	72
2.339	Derivative Works	72
2.400	Other Provisions – Deleted, Not Applicable	72
Attachment 1 – Corporate Reference Form – Deleted, Not Applicable.....		72
Attachment 2 – Organizational Chart		73
Attachment 3 – Timeline		74
Attachment 4 – Approach.....		75
Attachment 5 – Staffing Services Agreement (SSA).....		85
Attachment 6 – Position and Classification Descriptions.....		92
Attachment 7 – Résumé Summary Templates		100
Attachment 8 – Initial Project Plan.....		115
Attachment 9 – OFIR PCO Contract Pricing Table.....		122
Attachment 10 – OFIR PCO Contract Labor Rates Tables		123



Contract Glossary and Acronym List

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
API	Application Programming Interface
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday, State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) or Furlough day from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
C3	Central Cashiering Center. DELEG remittance system with interfaces to OBASE and MAIN.
CBT	Computer Based Training
CDS	The Complaints Database System is a nationwide database used for referencing and analyzing consumer complaints filed with state insurance departments. Complaints reported to the insurance departments are submitted to the NAIC database enabling regulators to review this information during market conduct exams and to compare complaint experience with premium volume and other insurance entities.
CEPAS	Centralized Electronic Payments Authorization System. Tool utilized for payment processing. Owned by the Department of Treasury. A State of Michigan developed electronic payment approval software component and connection mechanism to route credit card receipts to the State's Credit Card Processor.
Chronic Failure	Is defined in any applicable Service Level Agreements.
CIS	Consumer Information Source, part of NAIC
CORPS	State of Michigan Corporations database. Contains master data of corporations chartered in Michigan. Part of DELEG's Bureau of Commercial Services.
COTS	Commercial Off the Shelf
CRD	Central Registration Depository
DBA	Doing Business As
Defect Levels	Level 1 – Causes a system outage Level 2 – Major defect with no work around Level 3 – Major defect with agreed upon work around Level 4 – Minor or cosmetic defect; no impact of ability to complete work
DELEG	Department of Energy, Labor and Economic Growth.
Deleted – Not Applicable	The Section is either not applicable or not included in this RFP. This is used as a placeholder to maintain consistent numbering.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work.
DTMB	Michigan Department of Technology, Management and Budget
DSSPROD	Decision Support System Production (NAIC's financial data warehouse)
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
EFT	Electronic Funds Transfer
ETC	Estimate to Complete

OFIR PCO
Contract No. 071B0200279



ETS	NAIC's Examination Tracking System database. Information stored into the database includes entity demographics, exam type (financial/market conduct), examination dates, examiners involved and exam results. The system enables states to share examination information and reduce duplication of effort.
Excusable Failure	See Section 2.244.
FOIA	Freedom of Information Act
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Fully Loaded Labor Rate	The billing rate of a labor category that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered General and Administrative costs and/or routine travel costs, or that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. The labor rate(s) provided by the Contractor are the only prices the State will pay for any resulting labor services.
Fixed Unit Price Labor Rate	In support of a Statement of Work, fully loaded hourly rate by labor category established in the Contract that include all direct and indirect costs and profit for the Contractor. The labor rate(s) provided by the Contractor are the only prices the State will pay for any resulting labor services.
I-SITE	Internet-State Interface Technology Enhancement. An online interface designed by the NAIC for state insurance departments to obtain comprehensive financial, market conduct, producer licensing, and securities information. I-SITE offers regulators access to NAIC database information including Summary Reports, Batch Reports, and Detailed Lookup Reports.
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Contractors.
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
MAIN	Michigan Administrative Information Network. The State's automated administrative management system that supports accounting, payroll, purchasing, and other activities.
MB – One Stop	Michigan Business – One Stop - an online service that guides users who want to start, operate or expand a business in Michigan.
DTMB	Department of Technology, Management & Budget
NAIC	The National Association of Insurance Commissioners (NAIC) is the organization of insurance regulators from the 50 states, the District of Columbia and the five U.S. territories. The NAIC provides a forum for the development of uniform policy when uniformity is appropriate.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
NIPR	National Insurance Producer Registry. The National Insurance Producer Registry (NIPR) is a non-profit affiliate of the National Association of Insurance Commissioners (NAIC). NIPR was established in 1996 to develop and operate a national repository for producer license information (PDB) and to establish a network to facilitate the electronic exchange of producer information (NIPR Gateway).
NPN	National Producer Number is NIPR's solution to privacy issues surrounding the use of the Social Security Number.
OBase	One of OFIR's three central information systems.
OES	Office of Enterprise Security. Defines and audits security for SOM systems.
OFIR	Office of Financial and Insurance Regulation (formerly Office of Financial and Insurance Services, changed Feb 2008) www.michigan.gov/dleg/
OIS	OFIR Information System – A new system being developed that will incorporate all key business and regulatory functions for OFIR.
OLTSPPLP	Online Transaction Processing State Producer Licensing Production

OFIR PCO
Contract No. 071B0200279



Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons.
PDB	The Producer Database (PDB) is an electronic database consisting of information relating to insurance agents and brokers (producers) accessible through NIPR on a subscription basis through the Internet. PDB links state regulatory licensing systems into one common system establishing a repository of producer licensing information. PDB also contains or references producer information from sources such as the Regulatory Information Retrieval System (RIRS) of the NAIC. Its development is based, in part, on the belief that the widespread availability of such information will make it more difficult for a producer with significant disciplinary history to continue illegal or unethical practices.
PMM	Project Management Methodology
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Prometric	The company OFIR has a contract with to administer examinations, collect and report CE course information and provide supplementary office staff to process producer (agent and agency) applications and service requests (e.g. certifications, address changes, name changes, clearances).
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services.
RIRS	Regulatory Information Retrieval System. A nationwide database containing final, adjudicated regulatory actions against insurance or non-insurance entities and includes both licensed and non-licensed entities. This system enables state insurance regulators to track the regulatory history of individuals and entities affiliated with the insurance industry.
SAD	The NAIC's Special Activities Database is a collection of information that can be used for investigative purposes when reviewing the activity of an insurer or individual engaged in the business of insurance.
SAIM	Supervisory Affairs and Insurance Monitoring Division of OFIR
SEM	Systems Engineering Methodology
SERFF	System for Electronic Rate and Form Filing (NAIC). Designed to enable companies to send and states to receive, comment on, and approve or reject insurance industry rate and form filings.
Services	Any function performed for the benefit of the State.
SSA	Staffing Services Agreement
SOAHR	State Office of Administrative Hearings and Rules. Part of DELEG.
SOM	State of Michigan
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

OFIR PCO
Contract No. 071B0200279



SPLD	State Producer Licensing Database. Created and maintained by the NAIC. NIPR provides support for NAIC's State Producer Licensing Database (SPLD) and NIPR's PDB. Both are electronic databases consisting of information relating to insurance producers (agents and brokers) with the PDB available to the insurance industry to use in the licensing and compliance process. NAIC's SPLD is for regulators only and is accessible through NAIC's I-SITE. NIPR's PDB complies with the Fair Credit Reporting Act and is available to the industry. These databases provide information from participating state regulatory licensing systems into a common repository of producer information.
SPOC	Single Point of Contact
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Sub-Contractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
SUITE	State Unified Information Technology Environment. The overall purpose of SUITE is to bring the Department of Technology, Management & Budget (DTMB) systems development areas up to CMMI Level 3, which ensures consistent process usage throughout the organization. This includes using the same Project Management Methodology (PMM), Systems Engineering Methodology (SEM), Process Management, and Supporting Processes across all systems development areas within DTMB.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The State of Michigan (SOM), through the Office of Financial and Insurance Regulation (OFIR), as part of the Department of Energy, Labor, and Economic Growth (DELEG), with the assistance and support of the Michigan Department of Technology, Management & Budget (DTMB), has issued this Contract to provide a Project Control Office (PCO) to oversee a complex and comprehensive re-write of OFIR's three current management information systems into one OFIR Information System (OIS).

The Contractor must provide a Project Control Office (PCO) Senior Project Manager (SPM), Senior System Architect/Technical Analyst, Senior Data Modeler, Senior Business Analyst, Senior Quality Assurance and Usability Testing Specialist, Reports Technical Specialist, and a Technical Writer with detailed chronological résumés. Please see Section 1.101 In Scope, Section 1.104 D. Project Control Office – Tasks and Deliverables, and Section 1.201 Roles and Responsibilities - PCO Staffing for further details on this requirement.

The State has issued an RFP for Phase I of the new system slated to begin in Fiscal Year 2010. In order to meet an aggressive schedule and minimize risk to the State, it is important to perform thorough business and technical planning and analysis prior to project phase initiations and to establish project control that closely monitors project progress and allows for rapid identification and resolution of issues. The overall OIS project requires minimal slippage of schedule date and aggressive scope control. RFP's for Phases II through IV will be issued according to the timeline proposed in Figure 1. Greater details on the scope of the OFIR PCO project may be found in section 1.002 – Background.

The PCO Contractor is precluded from bidding on the Phase I-IV development RFPs. The PCO will remain independent for the monitoring and quality assurance functions outlined in and required by this Contract.

1.002 Background

The Office of Financial and Insurance Regulation is responsible for the regulation of Blue Cross Blue Shield, HMOS, banks, insurance companies, credit unions, investment advisers, securities broker-dealers, consumer finance lenders, insurance agents, and securities agents.

More specifically, OFIR is responsible for regulating the following entities for the State of Michigan, denoted by regulated industry and in order by planned integration into the new OIS:

1. Insurance
 - Insurance Agencies
 - Insurance Companies and related entities, including Premium Finance, Risk Retention Groups, Purchasing Groups, Captive Insurers, Public Employee Health Pools, Multiple Employer Welfare Arrangement (MEWA's), and HMO's
 - Insurance Individuals (Producers, Adjusters, Solicitors, Counselors)
2. Consumer Finance
 - Consumer Financial Services Licensees
 - Credit Card Licensees
 - Debt Management Licensees
 - Deferred Presentment Providers
 - Money Transmitter Licensees
 - Mortgage Loan licensees and Registrants
 - Motor Vehicle Installment Seller Licensees
 - Motor Vehicle Sales Finance Licensees
 - Regulatory Loan Licensees
 - Second Mortgage Licensees and Registrants
3. Securities
 - Investment Advisors
 - Investment Brokers / Dealers
 - Securities Agents



4. Banks, including Trust Departments and Bank Holding Companies
5. Credit Unions

OFIR currently coordinates regulation of the financial institutions and insurance industries utilizing three automated systems, including the OBase client-server system which operates on a LAN and is programmed with a PowerBuilder front-end running against an Oracle database. The two secondary systems support the regulatory needs of the Bank & Trust and the Credit Union Divisions. These standalone (non-client server) systems are written in Visual Basic and run against two separate Access databases.

The Consumer Finance and Securities divisions manage their information using separate series' of non-integrated Microsoft Office 2003 Excel workbooks and Access databases. Some additional Consumer Finance data is provided by Obase system, where it is collected as part of automated data downloads from various national systems.

Each of the five OFIR industries is subject to its own Michigan specific statutory requirements as well as Federal and/or National laws and guidelines.

The Obase system contains three centralized functions providing shared services to all industries within OFIR: Consumer Complaints, Enforcement, and Accounting; this excludes a centralized reporting capability. Beyond Phase I (Figure 1) all centralized functionality will become an integral part of completing the development of the OIS, and will be addressed in each subsequent phase.

1.003 Approach

The overarching goal of the full system redesign is to implement a modernized OFIR Information System (OIS) that includes all business components of the current legacy system, utilizes web technologies and integrates common system components. Phase I will deploy a COTS application specific to state insurance regulation that will be developed under a separate RFP. The remaining OFIR systems, spreadsheets and databases will be re-developed in order to incorporate remaining business functions using a development framework based on that implemented in Phase I. The intent of this approach is to promote data sharing / reuse and reduce the number of point-to-point connections required to allow applications to communicate.

The phases of the OFIR Information System implementation are planned as follows:

- Phase I
Implement Insurance Regulatory COTS system: Agency/Company/Individual Licensing
- Phase II
Develop and Implement Consumer Finance Industry Application
 - Phases II - IV
Develop and Implement Centralized Functionality for Complaints, Investigations, Enforcement, and Accounting (Development to run parallel in Phases II – IV)
- Phase III
Develop and Implement Securities Industry Application
- Phase IV
Develop and Implement Bank & Trust and Credit Union Industry Applications

A simplified estimated phased strategy for planning and implementing the overall OIS rewrite initiative is provided in Figure 1.

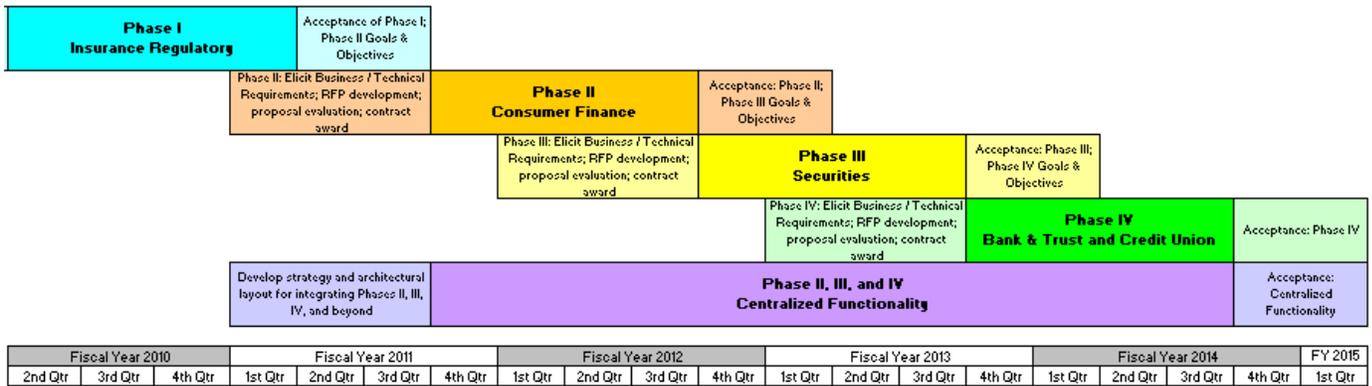


Figure 1 - OFIR Information System (OIS) Project Phases

This Contract for an OFIR Project Control Office (PCO) is comprised of State employees and SOM Contractors. Figure 2 – OFIR PCO Organization Chart depicts the anticipated staffing levels for the PCO, and includes DTMB, OFIR, and Contractor positions.

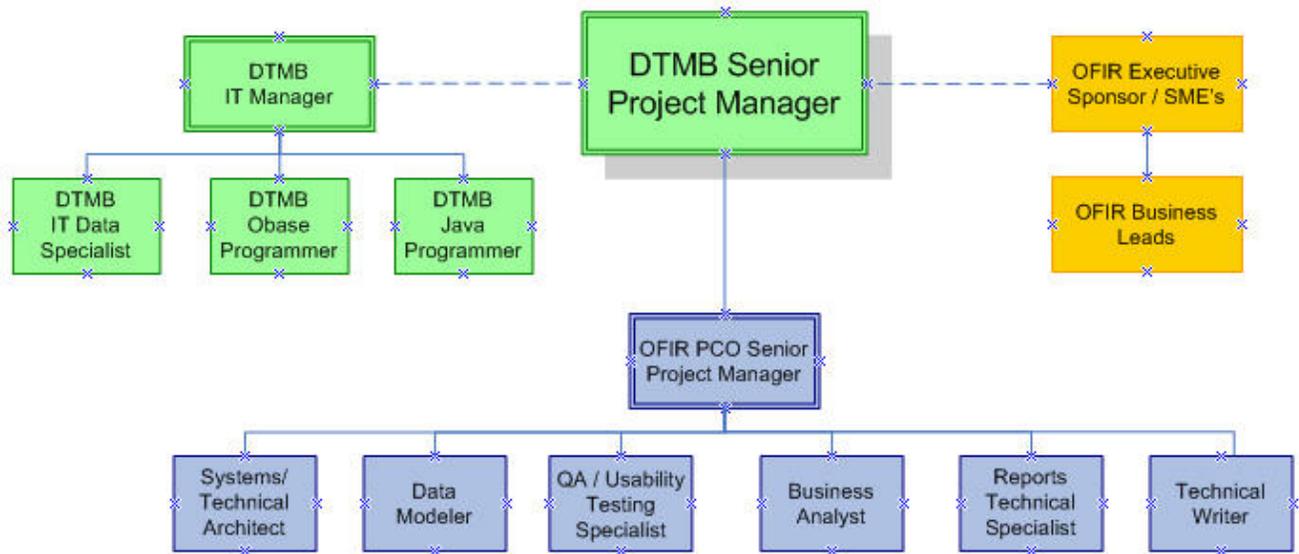


Figure 2 - OFIR Project Control Office Organization Chart

This Contract consists of the following scope and high-level tasks:

1. Establishment of a Project Control Office, which may include:
 - o Review, analyze and report on all deliverables from the Development / Implementation / Integration Contractor(s) and any subcontractors, including the suitability of the proposed deliverables and reports
 - o Review general design document deliverables, technical specifications deliverables, and planning deliverables for corrective actions
 - o Review planning, design, and implementation documentation and work products to endure that the plans follow State’s documentation standards, procedures, and guidelines and assure that the plans meet State’s requirement to attain project objectives
 - o Review requirements specification and requirements traceability matrix
 - o Participate in system development verification tasks as required by the State
 - o Assist and review/monitor functional and acceptance testing, review and evaluate various test plans and reports from Development / Implementation / Integration Contractor(s) and the State, identify missing components, review and evaluate proposed test cases, and identify problems/associated costs and possible solutions/costs to apply those solutions



- Develop additional User Acceptance Test cases as required by the State of Michigan participate in User Acceptance Testing (UAT) as required by the State of Michigan
 - Ensure validity and accuracy of test results
 - Perform issue write-up, tracking, and resolution
 - Participate in verification of work product configurations as defined in Development / Implementation / Integration Contractor(s) Configuration Management Plan(s)
 - Participate in verification by evaluation evaluating Implementation Contractor processes and work products as defined in Quality Management Plan(s), as requested by the State, and as described in section 1.104
 - Participate in verifications of risks, risk assessment, and risk mitigation as defined in OFIR PCO and Implementation Contractor Risk Management Plan(s).
 - Document findings and recommendations as needed; present to State Project Manager
 - Perform Change Management as required by the State of Michigan
 - Track the disposition of prior findings, recommendations, and identified deficiencies
 - Provide ongoing analysis of the effectiveness of the OFIR OIS solution
 - Create and manage an OFIR OIS PCO Dashboard
2. Business, interface, and technical requirements gathering and preparation of requirements documents for Phases II-IV that will be used in developing RFP's for Phases II-IV as required by the State of Michigan
 3. Creation of "Development / Integration / Implementation" RFP's for Phases II-IV as required by the State of Michigan
 4. Planning and coordination of tasks that lead up to and integrate the elements of conducting data migration, data exchange, and data reporting
 5. Development of a common language for the strategic architecture and structural framework for the OIS. This will be based upon the key elements of the Strategic Architecture: Oracle as the database and Java/J2EE/.NET as the web development platform.

1.100 Scope of Work and Deliverables

1.101 In Scope

The Contractor must provide a Project Control Office (PCO) Senior Project Manager (SPM), Senior System Architect/Technical Analyst, Senior Data Modeler, Senior Business Analyst, Senior Quality Assurance and Usability Testing Specialist, Reports Technical Specialist, and a Technical Writer.

Due to the uncertainty of the size and scope of the OFIR OIS project, the Contractor is to provide up to 4,000 hours of staff time per year (above and beyond staff outlined elsewhere in this Contract) to be used at the State's discretion. Details on the Reserve Bank of Hours may be found in Section 1.104.F. of this Contract.

It is understood that due to the overall goals of the OFIR OIS project that the scope of work cannot be clearly defined for the out-years. Therefore, Statements of Work, as part of this contract, will need to be developed for each Phase of the project so as to better define the scope and resources needed to accomplish the ongoing tasks of integrating the technology roadmap (see Figure 1 – OFIR OIS Project Phases). In like fashion, these may be cause to reassess resource involvement based upon scope changes to the Phases. Should there be reason to replace or adjust designated resources along the way; the SOM shall have the sole right to approve replacements. The replacements will also be charged to acquire a knowledge transfer, at the Contractor's expense, before charging to the project.

The PCO SPM is responsible to the DTMB SPM, and will act as a single point of contact (SPOC) coordinating all activities and personnel within the PCO. The PCO SPM will be responsible for the day-to-day governance of the OFIR OIS project, including implementing the overall strategy and plan to meet the goals and objectives outlined in this RFP. The PCO SPM will also coordinate PCO participation in the creation of future Phase RFP's, including the supporting documentation necessary to clearly articulate the business requirements, technical requirements and business objectives of the additional new system phases.

The following table augments Figure 2 - OFIR PCO Organization Chart by providing the broad responsibilities for each contracted role in context with companion contracted roles. No correlation is intended across the rows of the table; instead, the data is meant to be reviewed by column, with each column representing a focus of PCO effort.



Project Control Office		
Project Management	Technical Oversight	Business Continuity and Quality Assurance
Develop and manage project schedule and plan for deliverables. Develop implementation schedules and timetables for each Phase of the OFIR OIS implementation.	Senior System Architect/ Technical Analyst: Apply knowledge of application programming, database design, system design, Internet / Intranet / client-server architectures to architecture of the OIS	Senior Business Analyst: Elicit, gather, analyze and document business requirements to the level that they are actionable, measurable, testable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design
Manage PCO adherence to and compliance with the State's project management, system engineering, and technical standards	Senior System Architect/ Technical Analyst: Deliver well-designed and engineered OIS framework solution(s) that integrates existing / defined IT architecture and services frameworks and meets technical performance requirements	Senior Business Analyst: Review and validate existing business requirements and verify they are actionable, measurable, testable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design
Produce detailed scope statement for each phase of OFIR OIS project	Senior System Architect/ Technical Analyst: Maintain consistency of operation of legacy and new web-based OIS components, including data flows between internal and external environments	Senior Business Analyst: Use all applicable SOM project management and system engineering methodologies and templates
Manage the PCO vendor resource pool in accordance with project schedule	Data Modeler: Analyze OFIR and vendor solution data-oriented structures.	Senior Quality Assurance and Testing Specialist: Lead and oversee technical quality assurance aspects of the project, ensures processes, services and deliverables meet requirements; develop and administer quality assurance and measurement plan
Facilitate communications across stakeholders, deliver informative and well-organized presentations, tactfully communicate difficult / sensitive information	Data Modeler: Using common data modeling syntax, create conceptual, logical, and physical data models and other data representations based on OFIR and vendor data-oriented structures (prepare technical design documents, including the documentation of extended use cases, class diagrams, collaboration diagrams, sequence diagrams)	Senior Quality Assurance and Testing Specialist: Lead and oversee testing efforts, create user acceptance test plans, design tests scripts, coordinate test schedules, assist in testing activities, complete tests reports



Identify critical issues and make recommendations for resolution / mitigation	Data Modeler: Make recommendations on the integration of disparate data sources	Senior Quality Assurance and Testing Specialist: Assure OIS compliance with State system accessibility / usability standards
Establish meeting schedules and agendas; facilitate status meetings; facilitate team interaction	Reports Technical Specialist: Conduct requirements analysis of reports, assess feasibility and business value of requested reports, coordinate reporting requirements across OFIR business units and OIS phases, assist with testing of reports, document report specifications	Technical Writer: Assist in the development of all project-related materials and documentation
Maintain issue identification, tracking, reporting, and resolution processes	Reports Technical Specialist: Extracting data from internal / external systems to create reports / graphs; create queries, scripts, or procedures; if required, work with implementation vendor(s) to perform same	Technical Writer: Draft evaluation criteria for development / implementation vendor selection
Enforce project schedule, applying the State's project management methodology	Reports Technical Specialist: Convert designated existing reports into the OIS	Technical Writer: Produce future development / implementation RFP's

Key objectives (in no particular order) to be accomplished with the PCO and this procurement include, but are not limited to:

1. **Technical Writing** – create detailed, solution driven RFP's and supporting documentation to allow vendors bidding on future phases of the over-arching OIS project to submit meaningful proposals in terms of cost, time, and benefit to the State.
2. **Project Management** – application of knowledge, skills, tools, and techniques to project activities to meet project requirements in terms of time, cost, and scope and at an acceptable level of quality.
3. **System Architecture** – technical assessment and guidance regarding vendor solutions. Assessment will identify level of fit with OFIR business requirements, quality of code, scalability of architecture, performance, ease of maintenance and support, and cost / time to customize to meet OFIR requirements.
4. **Data Modeling** - translate business data requirements into conceptual, logical, and physical data models and design physical database solutions.
5. **Business Requirements Analysis** – understand current and future business processes, gather and document business needs and requirements according to SMART criteria so that they are easily understood by technical and non-technical people, interact with other roles to transition high-level requirements to implementation.
6. **Quality Assurance** – assess business requirements, technical specifications, designs, and development processes; evaluate key artifacts and deliverables against specifications; develop and administer quality assurance plans that focus on important aspects of system development life cycle to ensure that significant issues are identified early on for cost-effective intervention.
7. **Testing** – validate and verify that solutions meet business, functional, and technical requirements; plan, design and execute testing strategies, plans, scripts, environmental monitoring, and risk mitigation.
8. **Technical Reporting** – design, organize, develop and maintain a range of reports for the new OFIR OIS to support OFIR business processes. Reports will be developed using tools approved under SOM Enterprise Architecture standards; assess feasibility and business value of requested reports; testing, training, deploying and supporting reports / reporting tool(s).
9. **Project Phasing** (technical roadmap) – management of project phases necessary to implement all business requirements in the most efficient (time and schedule) manner, with no interruptions to current business services and minimal rework. The roadmap will identify risks associated with the phased approach and contain risk mitigation strategies for each identified risk.



10. **Scope Control/Management** – ability to effectively evaluate, manage, and control changes to the planned phases as the State and/or application development / implementation vendor(s) propose changes to the agreed upon plans.
11. **Business / Technical / Infrastructure / Quality Control** – environment, database, and application code assessment to ensure the work promised – and only that work – is delivered, and to ensure the delivered system(s) performs as required.
12. **Reserve Bank of Hours** – In addition, the State anticipates unexpected events will require resource hours outside the scope of tasks covered by the base contract. Examples of such unanticipated events are emergency application releases, changes to federal or state law/policy requiring system modifications, introduction of new technology to the OFIR system architecture, or a change in the State's infrastructure. The State estimates that a Reserve Bank of Hours, approximating 4,000 hours per year will be needed to address unanticipated events. The State will utilize Statements of Work with the winning vendor to authorize hours to be drawn from this pool. Note that the annual 4,000 hours is an estimate only and that the State is not obligated to purchase any or all 4,000 hours in a given year.

A more detailed description of the services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 Out Of Scope

The intent of this Contract is not to develop the OIS itself, but to govern the full range of activities involved in and surrounding such a phased endeavor. As such:

1. Final decision on technical solutions is the responsibility of DTMB in consultation with the stakeholders.
2. Contract oversight and monitoring of the development / implementation / integration Contractor(s) is the responsibility of DTMB in close coordination with the stakeholders.
3. Selection of development / implementation / integration Contractor(s) will be the responsibility of the State.
4. Any hardware or other equipment, software and/or application procurement, development, implementation or integration services for any system(s) will be the responsibility of the State.
5. Ultimate acceptance / satisfaction of the end customer that the OIS meets their needs is the responsibility of the development / implementation / integration Contractor(s).

1.103 Environment

The links below will provide information on the State's Enterprise IT policies, standards and procedures which include security policy and procedures, the State's IT strategic plan, System Engineering Methodology (SEM), and Project Management Methodology (PMM).

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305--,00.html>

Any and all software and hardware requisites provided by the Contractor must run on, and be compatible with, the DTMB Standard Information Technology Environment. Except where superseded by specific SOM policies, Federal security standards and regulations including the NIST SP800-53 moderate controls apply. Additionally, the SOM must be able to maintain software and other items produced as a result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. Any changes must be approved, in writing, by the State's Project Manager and DTMB (Enterprise Architecture), before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

The State's security environment includes:

- DTMB Secure Login
- DTMB provided SQL security database
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)



DTMB Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

DTMB eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The State Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

1.104 Work and Deliverables

A. Project Control Office (PCO)

Contractor must provide deliverables / services / staff and otherwise do all things necessary for or incidental to the performance of work as set forth below.

The Contractor will provide governance for the project as described in the following attachments:

- Attachment 2 – Organizational Chart - depicts the anticipated staffing levels for the PCO, and includes DTMB.
- Attachment 3 – Timeline - depicts phased strategy for planning and implementing the overall OIS rewrite.
- Attachment 4 – Approach – provides an overall understanding, concurrence, and methodology for addressing the project tasking and presents a planned solution as it pertains to the SOW.
- Attachment 5 – Staffing Services Agreement - delineates the governance to defining roles and responsibilities and other information for managing this project under the PCO.
- Attachment 8 – Project Plan – depicts a project management methodology and an initial project plan, including SUITE integration. This is a continuation of the Approach (Attachment 4).

The Project Control Office (PCO) – under the management and direction of the PCO Senior Project Manager (SPM) – will establish and implement project management and technical processes, methodologies, and tools to minimize the risk and contain costs on the OFIR OIS project. The PCO will support the State – and the State’s application development / implementation / integration vendor(s) – in meeting the timely delivery of quality information technology services for all stakeholders of the OFIR OIS project.

The PCO will also be responsible for the development of an overall technology roadmap for the OIS that is based on OFIR’s strategic IT infrastructure standards, leverages scalable technology, that can accommodate anticipated growth into the future, and that uses technology assets that are included in the SOM’s technology architecture standards.

The PCO will also be responsible for overseeing the creation of the RFP’s and supporting documents for future Development / Implementation / Integration contracts supporting the OFIR OIS project. This shall include the development of an architectural roadmap, with a phased project schedule for full implementation of the new OFIR OIS (as defined by the DTMB and OFIR). Once Development / Implementation / Integration contracts are awarded, the PCO will be responsible for performing schedule, scope and technical control tasks over all aspects of those projects.

It is the State’s intent that the OFIR OIS PCO team will be comprised of both Project Control Office and SOM DTMB and OFIR staff. The Contractor is responsible for utilizing these State staff to supplement Contractor staff for various project management, technical and subject matter expert functions. The exact number of staff and positions shall be mutually agreed upon by the PCO Senior Project Manager and the State. For purposes of identifying specific individuals and representative résumés, as well as pricing the proposal, the Contractor can assume a minimum of three (3) and no more than six (6) State staff will be utilized for the OFIR OIS PCO team throughout the duration of this contract.

B. Acceptance Criteria

Acceptance Criteria for Document and Service Deliverables are listed in Section 1.501.



C. Services (work) To Be Provided and Deliverables

Following is a description of the major tasks and deliverables involved in providing a project control office for the OFIR OIS project. The deliverables described below are not necessarily all inclusive.

The Project Control Office (PCO) is required to follow the State Unified Information Technology Environment (SUITE) methodology. For Project Management activities, they must comply with the Project Management Methodology (PMM). As part of their oversight of the Development / Implementation / Integration Contractor(s), the PCO Contractor will ensure that these Contractor(s) follow the System Engineering Methodology (SEM).

D. Tasks and Deliverables

The State (DTMB and OFIR) and the PCO SPM jointly comprise the management team for the OFIR OIS project. Specifically, the PCO SPM provides project management support to the State in project administration, scope change control, issue management, performance metrics, System Architecture, Technical Analysis, Data Modeling, Business Analysis, Quality Assurance and Testing, Technical Reporting, and Technical Writing. The PCO SPM also participates in project strategy and direction as requested by the DTMB SPM.

The PCO Contractor provides assistance to the State in the form of independent oversight, monitoring, and reporting on activities and metrics critical for on-time delivery of quality technology services that meet the needs of OFIR and DTMB. The PCO SPM is responsible for creating and maintaining detailed Microsoft Project plans and schedules that support project scope, costs, milestones, and deliverables. Once a project plan is resourced and baseline, all resources (State, PCO and Development / Implementation / Integration Contractor(s) team) are required to report effort against the plan. The PCO SPM uses this information to track progress against the plan, determine earned value calculations, derive bi-weekly or as agreed upon status reports and perform project evaluations.

Deliverables will not be considered complete until formally accepted and approved by DTMB SPM and Executive Sponsor(s) (or their designated agents). Contractor shall utilize the State's SUITE SEM / PMM processes and templates where applicable.

D.1.a. Senior Project Manager Tasks:

- a) Prepare Project Charter, Project Plan and all other PMM documentation.
- b) Prepare Summary Business Document – Create document that articulates goals, business drivers, objectives and expectations for the rewrite.
- c) Create Business Case and Cost Benefit Analysis document for Development / Implementation / Integration Vendor RFP's – through meetings with the DTMB SPM, DTMB Technical staff, the Executive Sponsor(s), and project Stakeholders and review of Systems and Business Assessment documents, document the business case for the OFIR OIS project.
- d) Develop and manage project schedule – Develop and manage project schedules – Work in tandem with Development / Implementation / Integration Contractor(s) to create system lifecycle schedules and plans that are logic and resource driven. Maintain the schedules to manage scope and interim deliverables to ensure project remains on time and within scope and budget.
- e) Manage Resource Pool – using project management tools, align resources to application releases and tasks, identify additional resources as needed, identify resource conflicts, and assist in leveling resources across tasks and/or releases.
- f) Maintain Scope Change Control and Issue Resolution processes – Provide structure to manage changes in scope; document and escalate issues; facilitate cross-functional team communication for timely issue resolution.
- g) Communication – Identify appropriate information requirements and their flows, and ensure individuals at all levels receive appropriate information in a timely manner; establish meeting schedules and agendas; facilitate status meetings and publish summary meeting notes; coordinate communication across stakeholders.
- h) 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.
- i) Facilitate Project Management Buy-in – Provide guidance and support to the DTMB SPM, the Executive Sponsors, Steering Committee, DTMB and OFIR managers and staff, and the DTMB Contract Administrator in their understanding of project management best practices and discipline.



- j) Contract Management Support – Provide contract management support to the DTMB Contract Administrator and become familiar with the State’s purchasing process.
- k) Perform Deliverable Quality Control – Ensure that all deliverables are complete before securing approval from stakeholders.
- l) Production Assessment – After the new system or interim deliverables are in production, support the tracking of production trouble tickets from the users and manage the trouble ticket assessment process. Facilitate and coordinate the prioritization and integration of business requirements into maintenance releases. Facilitate weekly meetings to assess open trouble tickets.
- m) Release Planning – Support System(s) Release Planning processes by close coordination with Development / Implementation / Integration vendor(s) in selection, research, and preliminary planning of interim deliverables releases. This effort includes input from trouble ticket assessment, Executive Sponsors, and the DTMB Senior PM, as well as groups representing DTMB technical staff and the end users.
- n) Facilitation of, materials preparation and meeting notes for bi-weekly or as agreed upon status meetings for managers and team leaders.
- o) Facilitation of, materials preparation and meeting notes for bi-weekly or as agreed upon leadership meetings.
- p) Facilitation of, materials preparation and meeting notes for bi-weekly or as agreed upon planning meetings.
- q) Participation in and materials preparation for Executive Leadership meetings, as requested by the Executive Sponsor.

D.1.b. Senior Project Manager Deliverables:

- a) Project Scope and Project Charter Documents – Documents for Phase 1 Development / Implementation / Integration Monitoring and Controlling Activities are due by the Contractor within 10 days after the PCO Contract’s start date; the documents for Phase II-IV Development / Implementation / Integration RFP Monitoring and Controlling Activities are due by the Contractor within 10 business days after the future phase Development / Implementation / Integration vendor(s) start date.
 - b) Detailed Project Plan – Contractor must create a Monitoring and Controlling Project Plan as a result of the development of the Work Breakdown Structure and Critical Path. The Plan should include milestones, tasks, hours, duration, schedule, and resource allocation. The detail should be at the level that no task is greater than 80 hours. The Contractor must create a Monitoring and Controlling Plan for Phase I Development / Implementation / Integration RFP, followed by plans for Phase II-IV as required. The Contractor’s project plan for the monitoring and controlling of the Phase I Development / Implementation / Integration Contractor is due within 15 business days after the PCO contract’s start date. Similar project plans for Phase II-IV Development / Implementation / Integration RFP activities are due within 20 business days after the Development and Implementation vendor(s) start date for those phases. The project plan(s) must:
 - i. Be provided in Microsoft Project, or equivalent project management tool, where milestones and tasking can be uploaded and annotated in Microsoft Project.
 - ii. Include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
 - iii. Identify Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan(s), including those identified for the OFIR OIS PCO Implementation.
 - iv. Include the following date-related information:
 - Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables)
 - Anticipated start dates for future tasks, subtasks, and activities
 - Anticipated end dates for all current and future tasks, subtasks, and activities
- NOTE:** Under no circumstances, unless specifically approved in a current SOW, shall any records or information, including coding, regardless of format, content or structure, be transferred outside the State of Michigan or the location of the Contractor’s facility. Furthermore, the Contractor shall not allow any external sources, including off-shore or out of state staff, subcontractors, or consultants regardless of physical location or employment status, to gain access to state records or information, including coding, or other information generated as a result of this Contract without the specific written consent of both the agency for which the work is being performed and the Project Manager. The location of all



storage (physical and digital), processing, production, server room, backup facilities etc., used to fulfill this Contract, shall be provided to the state.

- v. Include communication protocols for Contractor's interaction with the State project management team.
- c) Communication Plan – Plan must identify communication needs of stakeholders and how those needs will be met. The Contractor's Communication Plan is due within 20 business days after the PCO contract's start date. The Communication Plan must cover all project phases.
- d) Performance Monitoring Plan – Plan must identify nature and frequency of status and progress reporting. Plan must also identify evaluation criteria for quarterly project health checks. Plan must also address how additional performance monitoring tools, including variance analysis and earned value analysis will be integrated into performance monitoring to insure project stays on track in terms of scope, costs and timeline. The Performance Plan must cover all project phases and is due within 20 business days after the PCO contract's start date.
- e) Business Case and Cost Benefit Analysis document for Development and Implementation Vendor RFP's – Business Case and Cost Benefit Analysis documents will be used to identify the goals, objectives and expectations of the OFIR OIS project and include the return on investment data. This document is due by the Contractor within 90 days after the PCO Contract's start date.
- f) Project Management Reports – Project status reports, progress reports and performance reports will be produced as required and stated within the Performance Monitoring Plan.
- g) Materials and meeting notes for bi-weekly or as agreed upon status meetings for managers and team leaders.
- h) Materials and meeting notes for bi-weekly or as agreed upon leadership meetings.
- i) Materials and meeting notes for bi-weekly or as agreed upon planning meetings.
- j) Performance metrics including score cards, earned value analysis, project evaluation, resource usage, defects found and resolved in testing, defects introduced into production, analysis of Application Development and Implementation vendor warranty work, and analysis of application down time.
- k) Materials for close-out of each release, including archival of all project data, lessons learned sessions, and close-out of any open action items.
- l) Ad hoc reports requested by the DTMB SPM.

D.2.a. Senior System Architect and Technical Analyst Tasks:

- a) Perform a technical assessment of all Development / Implementation / Integration Contractor solutions to identify the best options for the OFIR OIS project as a whole, and to ensure a consistent development platform for the overall project. Assessment will identify level of fit with OFIR business requirements, quality of code, scalability of architecture, performance, ease of maintenance and support, and cost and time to customize/develop to meet OFIR requirements. In addition, the assessment will identify the technical components (hardware and software) of the system and identify if each component complies with the SOM Enterprise Architect Standards.
- b) Elicitation, analysis, verification, specification, and validation of System / Technical / related functional requirements to include all categories required by, and be performed in accordance with, State SUITE SEM processes.
- c) Maintain a record of all input and output requirements and incorporate into the System Requirements Document and the master Requirements Specification.
- d) Ensure the necessity, testability, accuracy, and completeness of all System requirements.
- e) Develop System Test Requirements that specifically address Test Techniques, Test Phases, Test Environment Requirements, and Acceptance Test Requirements.
- f) Create and maintain the Functional Baseline.
- g) Create a technical road map for moving forward with a phased implementation of the OFIR OIS project. The roadmap will identify all project phases, as well as major deliverables within each phase, necessary to implement business requirements in the most efficient (time and schedule) manner, with no interruptions to current business services and minimal rework. The roadmap will identify risks associated with the phased approach and contain risk mitigation strategies for each identified risk.
- h) Review existing and future business requirements to validate that the requirements conform to DTMB standards, meet the business needs of OFIR and provide the level of clarity and specificity to allow the Development / Implementation / Integration Contractors to respond with RFP proposals for a system(s) that will support OFIR business needs. The business requirements document(s) will be an addendum to future Development / Implementation / Integration RFP's.
- i) Translate business and functional requirements (business process models and use cases) into detailed technical design - from system down to code-level design.



- j) Perform technical oversight of Development / Implementation / Integration Contractor(s). Tasks include:
- Perform capacity planning, analysis and projections
 - Provide performance-tuning recommendations to development and maintenance teams (e.g., index recommendations, code efficiencies)
 - Establish and monitor code standards and practices as integrated with any applicable State and project standards
 - Identify and monitor application quality standards (e.g., commit/restart, modularity, error handling) as integrated with any applicable State and project standards
 - Establish and monitor standards for programming languages and application interfaces and integrate with any applicable State standards
 - Assist the State with software updates, and provide ongoing support management and maintenance of the software used in managing the project.

D.2.b. Senior System Architect and Technical Analyst Deliverables:

- a) Record of all input and output requirements and incorporate into the System Requirements Document and the master Requirements Specification.
- b) System Test Requirements, Test Techniques, Test Phases, Test Environment Requirements and Acceptance Test Requirements.
- c) Functional Baseline
- d) A technical road map for moving forward with a phased implementation of the OFIR OIS system rewrite. The roadmap will identify all project phases necessary to implement system requirements in the most efficient (time and schedule) manner, with no interruptions to current business services and minimal rework. The roadmap will identify risks associated with the phased approach and contain risk mitigation strategies for each identified risk. **The technical road map must be created within 60 business days of start date for PCO contract.**
- e) A written result of the review of system requirements documents to validate that the requirements conform to DTMB standards, meet the technical needs of OFIR, and provide the level of clarity and specificity to allow future phase Development / Implementation / Integration vendor(s) to respond with RFP proposals for a system that will support OFIR technical needs. The system requirements document will be an addendum to Development / Implementation / Integration RFP's.
- f) Technical Oversight:
- Capacity plan, analysis and projections document for new system(s).
 - Standards review results document.
- Capacity plan, analysis and projections document, as well as the standards document, must be created within 120 business days of PCO contract start date.
- g) Bi-weekly or as agreed upon status report on activities.

D.3.a. Senior Data Modeler Tasks:

- a) Applying data design standards and guidelines, translate business / data requirements into conceptual, logical, and physical data models and to identify entity types and attributes.
- b) Apply naming conventions, identify relationships, apply data modeling patterns, and assign keys.
- c) Ensure that all data objects required by business functions are completely and accurately represented.
- d) Assist with translating business and functional requirements (business process models and use cases) into detailed technical design - from system down to code-level design.
- e) Verify that data models accurately reflect business requirements and data usage.
- f) Identify and document data and associated processes, entity types and attributes.
- g) Ensure data integrity using business rules, validation checks, and configuration management techniques.
- h) Apply naming conventions, identify relationships, and apply data model patterns.
- i) Define data management processes (i.e., security reviews, backups, and storage requirements).
- j) Recommend/ develop / assign keys.
- k) Normalize / de-normalize data to reduce data redundancy / improve performance.
- l) Assist with documenting business data requirements.



D.3.b. Senior Data Modeler Deliverables:

- a) Manage Integrity of Data – Coordinate, interface with, and complement the processes described below of application development and maintenance Contractor(s). Consult with DTMB application development, maintenance, and database teams as necessary.
 - Provide reviews of the OIS Project data model(s) to ensure integrity of the data model(s) is maintained
 - Validate activities resulting in new system data values are not in conflict with current production data values
 - Provide coordination and configuration management of converted / seed data
 - Analyze database changes for proper standards and identify potential inconsistencies
 - Perform data integrity using business rules and other validation checks
 - Ensure proper usage of naming conventions, identification of relationships, and application of data modeling patterns
 - Manage conversion processes to ensure integrity of data
 - Manage data mapping activities to ensure integrity of data
 - Utilize and update the metadata repository to record table / column definitions and modifications; identify and document data and associated processes, entity types, and attributes.
- b) Documentation
 - Conceptual, logical, and physical data models based on translated business / data requirements
 - Representations of all data objects required by business functions
 - Detailed technical design based on translated business and functional requirements
 - Data models reflecting business requirements and data usage
 - Proper usage of data management processes (i.e., security reviews, backups, and storage requirements).
 - Recommendation / development / assignment of keys.
 - Reduction of data redundancy and improved application performance through normalization / de-normalization of all data.
- c) Bi-weekly or as agreed upon status report on activities.

D.4.a. Senior Business Analyst Tasks:

- a) Fully understand current and future OFIR business processes.
- b) Elicit, analyze, specify, and verify/validate information and OFIR business requirements according to SMART criteria to promote understanding by technical and non-technical individuals.
- c) Interact with other roles to transition high-level requirements to implementation.
- d) Facilitate peer reviews for stage exit interviews to validate functional and system design meets the business requirements.
- e) Maintains business requirements documentation; updates requirements based on agreed upon changes. Performs updates to the requirements matrix.
- f) Facilitates communication between PCO business analysts, DTMB technical team and OFIR subject matter experts (SME's).
- g) Perform complex task analyses to evaluate and document change requests.
- h) Conduct change management activities for business process improvement.
- i) Prepare communication between PCO business analysts, DTMB technical team and OFIR SME's.
- j) Provide analytical and technical assistance on gap analysis

D.4.b. Senior Business Analyst Deliverables:

- a) Current and Future Business Operations – a document that identifies **current and future business processes and the applications / systems** that support current operations. The document will also contain the business model, flow diagrams, and narratives to visually and textually represent the “AS IS” and “TO BE” system. A work-in-progress document must be submitted on a monthly basis following task begin date.
- b) Proposed OFIR OIS System Concept of Operations – a document that provides the **vision and functionality** for the new system. Document should include output from tasks identified with Business Assessment. A work-in-process document must be submitted on a monthly basis following task begin date.



- c) Business Workflow Document – a **model of the business workflow** through the OFIR OIS. A work-in-process document must be submitted on a monthly basis following task begin date.
- d) Business Requirements – Elicitation, analysis (verification), specification, and validation of high-level and low-level business / user / functional requirements to be performed in accordance with State SUITE SEM processes:
 - Identify user classes and appropriate representatives from user classes
 - Identify the requirements of decision-makers and how they affect their decision-making process
 - Apply approved requirements elicitation techniques to develop and prioritize use cases
 - Gather information about quality characteristics and nonfunctional requirements from users
 - Elaborate use cases into and document necessary functional requirements
 - Review use case descriptions and functional requirements.
 - Develop analysis models to clarify elicitation participants' understanding of the requirements
 - Develop and evaluate user interface prototypes for any requirements that are not clearly understood
 - Develop conceptual test cases from use cases based on approved requirements
 - Use test cases to verify quality of the use cases, functional requirements, analysis models, and prototypes
 - Baseline documented requirements.
- e) Project Management documents – to be coordinated with the SOM IT Manager:
 - Structured Walkthrough Defect Tracking Log and Meeting Record - Structured Walkthroughs will be performed upon completion of each Deliverable
 - Business Requirements Specification and Requirements Traceability Matrix documents, updated to include future phases – Business Requirements Specification and Requirements Traceability Matrix documents must be updated within three (3) business days following agreed upon changes to requirements
 - User Acceptance Test Plans – User Acceptance Test Plans must be completed by the end of the System Design phases
 - Change Control Logs – Change Control logs must be updated within 2 business days following change approval
 - Issue Tracking Logs – Issue Tracking Log must be updated within 2 business days of the identification of the issue/change to the status of the issue.
- h) Bi-weekly or as agreed upon status reports on activities.

D.5.a. Senior Quality Assurance and Usability Testing Specialist Tasks:

- a) Perform Quality Assurance and Usability Testing services including but not limited to:
 - Review products, tools, and services against requirements, standards and guidelines
 - Establish and execute quality, verification, and validation tests and activities
 - Review project documents to ensure they follow defined project processes
 - Review of project deliverables to ensure they meet project plans / specifications
 - Document approval of deviations from standard organizational project processes.
- b) Develop user acceptance test plans that will verify and validate that solutions meet business, functional, and technical requirements.
- c) Develop documentation that traces validity and accuracy of deliverables produced throughout project lifecycle.
- d) Provide testing strategy and planning, environment monitoring, and risk mitigation.
- e) Ensure timely completion of appropriate and accurate testing deliverables throughout project life cycle.
- f) Lead OFIR OIS project teams in the development of test scenarios, and scripts.
- g) Facilitate usability testing sessions including interaction with test subjects to elicit meaningful comments and resolving questions that arise during testing.
- h) Execute, and log results of usability testing.
- i) Facilitate sessions in which clients review requirements and usability testing results.

D.5.b. Senior Quality Assurance and Usability Testing Specialist Deliverables:

- a) Reviews of products, tools, and services against requirements, standards and guidelines.
- b) Development of user acceptance test plans for use in verifying and validating that solutions meet business, functional, and technical requirements.
- c) Documentation that traces validity and accuracy of deliverables produced throughout project lifecycle.



- d) Testing strategy and planning, environment monitoring, and risk mitigation documentation.
- e) Documentation of timely completion of appropriate and accurate testing deliverables throughout project life cycle.
- f) Developed test scenarios, and scripts.
- g) Reports of facilitated usability testing sessions - to include interactions with test subjects that elicited meaningful comments and resolutions to questions that arose during testing.
- h) Logs of results of executed usability testing.
- i) Reports of facilitated sessions in which clients reviewed requirements and usability testing results.
- j) Bi-weekly or as agreed upon status reports on activities.

D.6.a. Reports Technical Specialist Tasks:

- a) Design, organize, develop and maintain a range of supplemental reports and graphs for new OFIR OIS in support of defined OFIR business processes.
- b) Extract data from external and internal systems from which to create supplemental reports and graphs in support of defined OFIR management needs.
- c) Develop supplemental reports and graphs using tools approved under SOM Enterprise Architecture standards.
- d) Assess feasibility and business value of requested reports.
- e) Ensure the timely production of reports by effectively managing report development process.
- f) Testing, training, deploying and supporting reports / reporting tool(s).

D.6.b. Reports Technical Specialist Deliverables:

- a) Analysis (ongoing) on assessment(s) of feasibility and business value of supplemental reports and graphs.
- b) Data extracts from external and internal systems from which to create supplemental reports and graphs in support of defined OFIR management needs and OFIR business processes.
- c) Supplemental reports and graphs for new OFIR OIS.
- d) Timely production of approved reports.
- e) Testing, training, deploying and supporting reports / reporting tool(s).
- f) Bi-weekly or as agreed upon status reports on activities.

D.7.a. Technical Writer Tasks:

- a) Create detailed, solution driven RFP's and supporting documentation. RFP's should enable vendors bidding on future phases to submit meaningful proposals in terms of cost, time and benefit to the SOM.
- b) RFP documents will be specific and detailed to the extent necessary to ensure that the full scope of work and project expectations are identified to the Development / Implementation / Integration Contractors.
- c) The RFP documents will be created within the State of Michigan RFP template(s) and include all required information. Additionally, the RFP documents should also include:
 - Project objectives
 - Description of all functional areas of new system(s)
 - Identify Activities / Tasks required of Development / Implementation / Integration Contractor(s)
 - Provide a high-level description of each Activity
 - Provide a definition of the task within each Activity and specify detailed deliverables for each task; the tasks must be specific, measurable, and time constrained.
- d) Propose Criteria for evaluation and award of Development / Implementation / Integration RFP's that ensure responses meet the requirements and deliverables of the RFP(s).
- e) Develop sample questions for Bidder's oral presentation, as required.
- f) Develop criteria to guide the State in the evaluation of Bidder responses to sample questions.

D.7.b. Technical Writer Deliverables:

- a) Request for Proposal for Development /Implementation / Integration Vendor(s) – the RFP documents will be put out to bid to obtain a vendor(s) for the OFIR OIS project. The RFP document deliverables also includes responding to Bidder questions during the RFP processes. To include:
 - Project objectives
 - Description of all functional areas of new system(s)



- Identify Activities / Tasks required of Development / Implementation / Integration Contractor(s)
- Provide a high-level description of each Activity
- Provide a definition of the task within each Activity and specify detailed deliverables for each task; the tasks must be specific, measurable, and time constrained.

A work-in-progress document must be submitted on a monthly basis following task begin date.

- b) RFP Evaluation Criteria Document(s) – a document that identifies the key criteria, including weighted importance, for consideration in evaluating the Development / Implementation / Integration proposals. Document(s) will also contain suggested questions to ask of Bidders and key points to look for in RFP responses and during oral presentations.
- c) Bi-weekly or as agreed upon status reports on activities.

F. Reserve Bank of Hours

As previously stated in 1.001 Project Request, it is understood that due to the overall goals of the OFIR OIS project that the scope of work cannot be clearly defined for the out-years. Therefore, Statements of Work, as part of this contract, will need to be developed for each future Phase of the project so as to better define the scope and resources needed to accomplish the ongoing tasks of integrating the technology roadmap (see Figure 1 – OFIR OIS Project Phases). In like fashion, these may be cause to reassess resource involvement based upon updates to the scope changes to the Phases. Should there be reason to replace or adjust designated resources during the course of any contract resulting from this Contract, the SOM shall have the sole right to approve replacements. The replacements will also be charged with acquiring a knowledge transfer at the Contractor's expense before they are charged to the project.

The requirements for all of the phases of the OFIR OIS project – which will be managed by the PCO established under this contract – have not yet been fully determined, making the full size and scope of the OFIR OIS project uncertain. The State also anticipates that unplanned, non-routine events shall occur over the term of this PCO contract that shall require additional resource hours and/or skill sets. Examples of such events include:

- **Future enhancements required based on federal and state requirements.** A separate Statement of Work will be written for any required enhancements or related work. The Contractor must be able to respond to requests to modify the system to meet future needed functionality, including permission from the proprietary software Contractor if needed.
- **Application Adjustments and New Development** - Contractor must provide the ability to work with the OFIR OIS Contractor to request changes or new development work of the Systems.
- **Interoperability Development with Other Applications** - Contractor must provide the ability to work with the OFIR OIS Contractor to request and implement integrations or interoperability with other products or services of the system such as enhanced financial functionality.
- **Systems Interface Development and Adjustments** - Contractor must provide the ability to work with the OFIR OIS Contractor to request changes or customizations to the application user interface of the System.

The Reserve Bank of Hours may also be used for:

1. Customization and new interfaces, which includes documentation
2. Updated training of SOM users
3. Update systems documentation
 - a. The Contractor will update any documentation that has been previously created by the Contractor or other OFIR OIS project Contractors to reflect the updated and enhanced functionality of the application/system
 - b. Data migration scripting and services
 - c. Documentation must meet all requirements of prior Documentation deliverables and be provided in electronic and hard copy.
4. Other work as determined to be within the scope of the contract by DTMB SPM and OFIR.

To address this uncertainty and unplanned, non-routine events, the State estimates up to 4,000 hours (annually) may be procured through the Reserve Bank of Hours via Statements of Work. The Contractor must provide up to 4,000 hours of as-needed staff time per year in addition to the tasks and deliverables described in sections 1.104.D.. This additional staff time will be used at the State's discretion. It shall be at the sole



discretion of the State whether the work effort required for these activities supplants and supersedes existing work or is to be provided via the Reserve Bank of Hours as supplemental work.

During the term of the contract, if the State issues Statements of Work (SOW) to draw against the Reserve Bank of Hours, the Contractor shall be required to respond to the SOW within ten (10) business days. The Contractor's response shall include an estimate of the work required to complete the SOW utilizing the 'fully loaded' labor rates listed in this Contract, a chronological resume in the requested format, and a schedule for expected delivery. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the work to begin. The hourly rates will be as in the OFIR Price Proposal Labor Rates Table, (Attachment 10) and should be scheduled over the length of the contract (5 years).

For any SOW utilizing the Reserve Bank of Hours, the Contractor's response shall include the required positions, and estimate of the work required to complete the SOW, time frame, listing of scheduled milestones and deliverables, planned completion date, and the associated labor rates as identified in this Contract.

Chronological resumes must be provided for any Contractor resources proposed throughout the term of the Contract. Chronological resumes provided for resources should demonstrate that the resource has the technical skills to fill the position as described in the SOW. The State reserves the right to reject the proposed candidate and request additional resumes from the Contractor.

Upon written approval by the State, each SOW shall become a component of the contract, subject to the same terms and conditions, except as otherwise noted in the SOW.

The Contractor may also supply unsolicited fixed price proposals for SOWs for improvements and enhancements beyond the capacity or skills of the resources included in the base contract. Contractor initiated SOWs shall be considered, accepted, or rejected at the sole discretion of the State.

G. Staffing Services Agreement

A Staffing Services Agreement (SSA Attachment 5) is the part of a contract that records – at a minimum – the common understanding about specific staffing services, priorities, and responsibilities. This, collectively, comprises a staffing services agreement.

This section of the Contract includes roles and responsibilities, contact information, problem management and escalation, SSA management, SSA document change process, staffing services, and staffing service level objectives (business objectives, service level targets). Other topics addressed are:

- Communications
- Contractor obligations – minimally address provisioning of replacement staff, qualifications of those staff, need to meet response times
- Customer (State / OFIR) obligations – responsibilities of the customer to provide information regarding any changes in scope of the contract and the cooperation of staff with the Contractor
- Escalation procedures – an agreed upon series of actions used to ensure problems are dealt with without delay, with responses intensifying until a problem is resolved
- Method of Assessing Performance
- Performance review – periodically required to maintain acceptable levels of resource performance over time the term of the contract; will also cover replacement / termination of resources due to unacceptable performance
- Range of services – the staffing services that the Contractor will be required to provide, whether multiple task/deliverable sets will be assigned to a single resource
- Record keeping – details of problems and solutions must be properly documented. Records may be required for dispute resolution
- Response times – when / how an idle resource will be brought into service
- Scope – the staffing resources to be provided under the contract
- Service availability – defines when the resources will normally be available to work, acceptable levels of resource vacancy
- Staff replacement – minimally to address timelines and how Contractor will meet original qualification requirements. Should there be reason to replace or adjust designated resources during the course of any contract resulting from this RFP, the SOM shall have the sole right to approve replacements.



- Timesheets – to be provided to the SOM SPM for approval prior to submission with monthly invoices under the governing contract
- Training – Staff and any replacement staff are charged with acquiring knowledge / knowledge transfer at the Contractor's expense before they are charged to the project.

1.200 Roles and Responsibilities

PCO Staffing

Complete position descriptions with required skills for all of the following positions are provided in Attachment 6 – Position and Classification Descriptions. Detailed descriptions of the tasks and deliverables for each position were previously identified in Section 1.104 Work and Deliverables.

- Senior Project Manager – **Key Personnel**
- Senior Systems Architect / Technical Analyst – **Key Personnel**
- Senior Data Modeler
- Senior Business Analyst
- Senior Quality Assurance and Usability Testing Specialist – **Key Personnel**
- Reports Technical Specialist
- Technical Writer

The Contractor's key personnel resources are expected to be the resources that will be placed with the State as a result of the contract award. If the submitted key personnel resource is not the actual resource the vendor places on the project, the state reserves the right to reject the resource and / or cancel the contract.

The detailed chronological résumé and respective position-specific Résumé Summary template form contained in Attachment 7 is required for each proposed individual resource.

1.201 Contractor Staff, Roles, and Responsibilities

The Contractor will carry out this project under the direction and control of the OFIR Executive Sponsor and the DTMB Senior Project Manager (SPM). While DTMB is the contract administrator for the contract, no changes to the scope, timeline or cost will be made without prior approval of the UIA management. Direction of the project will be provided by OFIR and DTMB.

Although there will be continuous liaison with the PCO Senior Project Manager (SPM), the OFIR Executive Sponsor, and the project team, the Agency's Executive Sponsor will meet weekly, at a minimum, with the PCO SPM for the purpose of reviewing progress and providing necessary guidance to the PCO SPM in resolving problems which arise.

While the required Communication Plans (one for each phase of the project) will identify frequency of meetings and project updates, at a minimum the PCO SPM will submit written weekly Status Reports which outline work accomplished during the reporting period, highlighting milestones achieved; work to be accomplished during the subsequent reporting period; and problems, real or anticipated, which should be brought to the attention of the DTMB SPM, OFIR Executive Sponsor and the project team. If a problem has the potential to impact the scope, schedule or project costs, the DTMB SPM and OFIR Executive Sponsor will schedule a meeting with the PCO SPM to determine the impact of the problem and the risk to the project and work with the Project Managers to resolve the problem. Quarterly Project Evaluations will be submitted to the OFIR Executive Sponsor and DTMB SPM. A quarterly meeting will be required to discuss the evaluation and determine if changes to the Project Plan are warranted.

The PCO SPM will manage the project schedules (one for each phase of the project). Updated project plans will be distributed to the OFIR Executive Sponsor and DTMB SPM on a monthly basis to reflect project status in terms of schedule, scope and cost. Any schedule slippage that impact the critical path that cannot be corrected within a two week time period or without changes to scope or cost, must be brought to the immediate attention of the OFIR Executive Sponsor and the DTMB SPM.

The Contractor must provide, and update when changed, an Organizational Chart (Attachment 2) indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.



All Personnel to be provided under this contract may be subject to the State's interview and approval process. Any staff substitution must have the prior approval of the SOM. The SOM has identified the following as personnel for this project. Please see Section 1.200 Roles and Responsibilities – PCO Staffing for a list of PCO staff to be supplied by vendor. Three Key Personnel are denoted as such.

The PCO SPM will also serve as Contractors single point of contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract
- Facilitating dispute resolution
- Advising the State of performance under the terms and conditions of the Contract

The SOM reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the SOM, adequately serving the needs of the SOM.

On Site Work Requirements

1. Location of Work

Unless otherwise agreed upon, on-site work will be at the OFIR Project Control Office (PCO) at the Ottawa Building in Lansing, or elsewhere in the greater metro Lansing area. Up to four on-site workspaces will be provided. These workspaces may have to share a single telephone.

2. Hours of Operation

Normal SOM working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

The SOM is not obligated to provide SOM management of assigned work outside of normal SOM working hours. The SOM reserves the right to modify the work hours in the best interest of the project.

Contractor must observe the same standard holidays/furlough days as state employees. The SOM does not compensate for holiday or furlough days.

3. Travel

No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks (ICHAT) and drug tests for all staff identified for assignment to this project.

In addition, Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will be responsible for any costs associated with ensuring their staff meets all security requirements.

1.202 State Staff, Roles, and Responsibilities

The State of Michigan project team will consist of Executive Sponsors and Subject Matter Experts (SME's), a DTMB Senior Project Manager, a Contract Administrator, and other project support.

Executive Sponsors and Subject Matter Experts (SME)

The Executive Sponsor / SME's representing the business units involved will provide the vision of the business design and how the application shall provide for that vision. They shall be available on an as-needed basis. The SME's will be empowered to:

- Resolve project resource issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-offs

OFIR PCO
Contract No. 071B0200279



- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date

Name	Agency/Division	Title
Stephen Hilker	OFIR	Chief Deputy Commissioner
Renee Ortlieb	OFIR / Human Resources and Budget Division	Director
Karen Sage	OFIR / Human Resources and Budget Division	Manager
Catherine Kirby	OFIR / Consumer Services	Deputy Commissioner*
Jean Boven	OFIR / Licensing & Product Review Division	Deputy Commissioner*
Peggy Bryson	OFIR / Bank & Trust Division	Deputy Commissioner*
Roger Little	OFIR / Credit Union Division	Deputy Commissioner*
Barbara Strefling	OFIR / Enterprise Monitoring Division (includes Securities)	Deputy Commissioner*
Joan Moiles	OFIR / Health Plans Monitoring Division	Deputy Commissioner*
Judy Weaver	OFIR / Supervisory Affairs and Insurance Monitoring Division	Deputy Commissioner*

* These individuals may only be involved in those project phases pertaining to their functional area.

DTMB Senior Project Manager

DTMB will provide a Senior Project Manager, DTMB will be responsible for any SOM infrastructure and will work together with the Contractor in determining the system configuration.

The SOM's Senior Project Manager will provide the following services:

- Arrange for SOM facilities, as needed
- Coordinate SOM resources necessary for the project
- Facilitate coordination between various external Contractors
- Facilitate communication between different SOM departments/divisions
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate SOM staff attendance at all project meetings.
- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance and sign-off of deliverables / milestones
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's senior project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title
Vaughn Bennett	DTMB / Agency Services	Senior Project Manager

DTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Sara Williams	DTMB / Contracts	Contract Administrator



1.203 Other Roles and Responsibilities - Deleted, Not Applicable

1.300 Project Plan

1.301 Preliminary Project Plan

A. Orientation Meeting

1. Within **10** business days from Contract signing, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
2. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the SOM and the Contractor.
3. The SOM shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings

1. The SOM will require the Contractor to attend monthly meetings in order to review the Contractor's performance under the Contract.
2. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the SOM and the Contractor. The Contractor should anticipate one (1) onsite meeting in any three month period.
3. The SOM shall bear no cost for the time and travel expenses of the Contractor for attendance at the meeting.
4. The meetings shall not be considered begun or complete until initiated by the SOM.

C. Project Control

1. The Contractor will carry out this project under the direction and control of DTMB.
2. Within **15** business days of the Contract Orientation Meeting, the Contractor will submit the updated project plan to the State project manager for final approval.
 - a. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - i. The Contractor's project organizational structure.
 - ii. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the SOM.
 - iii. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
 3. The Contractor will manage the project in accordance with the SUITE methodology which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - i. Staffing tables with names of personnel assigned to Contract tasks.
 - ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all services to be performed within the next **20** business days, updated semi-monthly).
 - iii. Updates must include actual time spent on each task and a revised estimate to complete.
 - iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the SOM standards.

1.302 Reports

Reporting formats must be submitted to DTMB's Senior Project Manager for approval within **15** business days after the contract signing resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.



- A. Written monthly summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the SOM Project Manager, and notification of any significant deviation from the previously agreed upon work plans. All areas of decision-making that pertain to this contract must be reviewed in detail with the SOM Project Manager prior to any final decision. Each monthly progress report will contain the following:
1. Project schedule status.
 - a. Identify if the overall project is on schedule or if there is any deviation from the previously agreed upon schedule.
 - b. If the overall project has deviated from the previously agreed upon schedule, identify the reason(s) for the deviation and the affected areas.
 - c. Identify in detail the steps that will be taken to resolve the deviation.
 - d. Specify any overall project schedule adjustments that have resulted from the deviation(s).
 2. Activities of the past month (reporting period) – Summarize the actions taken by PCO and implementation vendor(s) and progress made on the project during the past month.
 3. Activities for the next month – Summarize the actions planned for the next month for PCO and implementation vendor(s) in order to meet the overall project delivery and performance schedule requirements.
 4. Deliverables – Identify all deliverables delivered to SOM and impacted State Agencies in the past month and deliverables planned for delivery to SOM and impacted SOM agencies in the following month.
 5. Issues – Identify all problems, difficulties, either anticipated or encountered, and suggested solutions.
 6. Resolution of prior issues – Identify resolutions to all issues identified in previous progress reports.
 7. Percentage completed, and then estimate to complete (ETC). Indicate the percentage completed for each task defined in the work plan(s) during the past month, the total percentage completed for each task, total percentage completed for the development phase, and the total percentage completed for the project phase. Indicate ETC for all tasks reported for the overall OFIR OIS project. This applies to PCO Contractor AND Development / Implementation / Integration Contractor tasks.
- B. The Contractor will maintain progress and resource schedules for all tasks under or monitored and controlled by this contract. This documentation will include, as appropriate, progress Gantt charts, resource schedule reports, and progress reports. The Contractor is responsible for tracking hours expended on each task.
- C. All documentation prepared by the Contractor must be submitted to SOM as both a printed hard copy and in Microsoft Word electronic format. SOM and the Contractor must mutually agree upon alternative electronic formats.
- D. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the SOM without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents and invoices.
- E. All documentation submitted to SOM by the Contractor must contain a title page with the following information:
1. Contract Number
 2. Contract Expiration Date
 3. Task Name (if applicable)
 4. Deliverable Name
 5. Name of Contractor
 6. Contractor Project Manager
 7. Date of Deliverable or Report
 8. Time Period of Deliverable or Report
- F. All reports and deliverables to be furnished by the Contractor, as described in Section 1.104, Work and Deliverables, will be delivered to the SOM Project Manager for their approval.
- G. The Contractor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.



1.400 Project Management

The Contractor will carry out this project under the direction and control of the OFIR Executive Sponsor and the DTMB Senior Project Manager (SPM). While DTMB is the contract administrator for the contract, no changes to the scope, timeline or cost will be made without prior approval of the OFIR management. Direction of the project will be provided by OFIR and DTMB.

Although there will be continuous liaison with the PCO Senior Project Manager (SPM), the OFIR Executive Sponsor, and the project team, the Agency's Executive Sponsor will meet weekly, at a minimum, with the PCO SPM for the purpose of reviewing progress and providing necessary guidance to the PCO SPM in resolving problems which arise.

While the required Communication Plans (one for each phase of the project) will identify frequency of meetings and project updates, at a minimum the PCO SPM will submit written weekly Status Reports which outline work accomplished during the reporting period, highlighting milestones achieved; work to be accomplished during the subsequent reporting period; and problems, real or anticipated, which should be brought to the attention of the DTMB Project Manager, OFIR Executive Sponsor and the project team. If a problem has the potential to impact the scope, schedule or project costs, the DTMB SPM and OFIR Executive Sponsor will schedule a meeting with the PCO SPM to determine the impact of the problem and the risk to the project and work with the Project Management to resolve the problem. Quarterly Project Evaluations will be submitted to the OFIR Executive Sponsor and DTMB SPM. A quarterly meeting will be required to discuss the evaluation and determine if changes to the Project Plan are warranted.

The PCO SPM will manage the project schedules (one for each phase of the project). Updated project plans will be distribute to the OFIR Executive Sponsor and DTMB SPM on a monthly basis to reflect project status in terms of schedule, scope and cost. Any schedule slippage that impact the critical path that cannot be corrected within a two week time period or without changes to scope or cost, must be brought to the immediate attention of the OFIR Executive Sponsor and the DTMB SPM.

1.401 Issue Management

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the SOM Senior Project Manager on an agreed upon schedule, with e-mail notifications and updates. The issue log must be updated and must contain the following minimum elements:

1. Description of issue
2. Issue identification date
3. Responsibility for resolving issue.
4. Priority for issue resolution (to be mutually agreed upon by the SOM and the Contractor)
5. Resources assigned responsibility for resolution
6. Resolution date
7. Resolution description

Once the Contractor or the SOM has identified an issue, the Contractor shall follow these steps:

1. Immediately communicate the issue in writing to the SOM Senior Project Manager.
2. The Contractor will log the issue into an issue tracking system.
3. Identify what needs to be done and resources needed to correct the issue.
4. Receive approval from the SOM Senior Project Manager for appropriate action.
5. Keep SOM Senior Project Manager and appropriate parties informed on status of issue based on frequency established by the SOM Senior Project Manager
6. At least monthly provide a listing of all issues with their current status, deadlines to correct and actual dates of completion that have occurred to the SOM Senior Project Manager

Issues shall be escalated for resolution from level 1 (lowest) through level 3 (highest), as defined below:

- Level 1 – Business Leads
- Level 2 – Project Manager
- Level 3 – Executive Sponsor and Subject matter Experts (SME's)



1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the SOM.

A risk management plan format shall be submitted to the SOM for approval within twenty (20) business days after contract signing. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the SOM PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the SOM and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The SOM will assume the same responsibility for risks assigned to them.

1.403 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The SOM also employs change management in its administration of the Contract.

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the SOM while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

No change to project scope or cost can be made without the written approval of the OFIR Executive Sponsor and the DTMB Project Manager. Any change to the schedule which impacts the critical path and/or the date of a deliverable cannot be made without the written approval of the OFIR Executive Sponsor and the DTMB Project Manager.

If a proposed contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Technology Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice. In the event that the **Contractor provide products or services prior to the issuance of a Contract Change Notice by the DTMB Office of Purchasing Operations, the Contractor risks non-payment for the out-of-scope/pricing products and/or services.**

1.500 Acceptance

1.501 Criteria

The following criteria will be used by the State to determine acceptance of services and/or deliverables provided under this Contract. The criteria also cover two aspects of compliance: performance of the Contractor in meeting the requirements in the Contract, and contract compliance, both financial and non-financial.

Deliverables are not considered complete until formally accepted and approved by the OFIR Executive Sponsor and DTMB Senior Project Manager (SPM) (or their designated agent(s)). Approval for deliverables must be in writing. Upon completion of a deliverable, the PCO Senior Project Manager (SPM) will present the deliverable to the OFIR Executive Sponsor and DTMB SPM (or their designated agent(s)) for review and acceptance. The OFIR Executive Sponsor and DTMB SPM will have **20** business days to review and accept/reject the deliverable. If the deliverable is rejected, the OFIR Executive Sponsor and DTMB SPM will meet with the PCO SPM and present to the PCO Senior Project Manager the reasons why the deliverable is not accepted, as delivered.



- A. Document Deliverables - Documents include, but are not limited to plans, design documents, project schedules, user guides, and procedure manuals.
1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
 2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
 3. Draft documents are not accepted as final deliverables.
 4. The documents will be reviewed and accepted in accordance with the requirements of the Contract.
 5. The State will review technical documents within **20** business days of receipt.
 - a. Approvals will be written and signed by the State's Senior Project Manager with assistance from other State resources and impacted Agencies.
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within **20** business days of receipt.
- B. Service Deliverables - Services include, but are not limited to project management, system architecting / technical analysis, data modeling, business analysis, quality assurance and usability testing, technical report writing, and technical writing.
1. The services will be accepted in accordance with the requirements of the contract.
 2. The State will review a Request for Approval of Services within 20 business days of completion or implementation.
 - a. Approvals will be written and signed by the State's Senior Project Manager
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a Request for Approval of Services for approval within **20** business days of receipt.
 3. The State will review migrated and converted data within **20** business days of completion.
 - a. Approvals will be written and signed by the State's Senior Project Manager
 - b. Unacceptable issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit a request for approval within **20** business days of receipt.
 4. State staff are properly trained and supplied with the proper tools and documentation to support, upgrade, monitor, operate, and configure the system in accordance with the requirements of this contract.
 5. The Contractor has the tools and connectivity installed, in compliance with State standards, to properly support and monitor the system.

The acceptance criteria for deliverables under this Contract are as follows:

The OFIR Executive Sponsor, the DTMB SPM and the PCO SPM will mutually agree upon delivery dates for specific processes and other output, which will be part of the Project schedules. The Project Control Office Contractor will be held accountable to these deliverables in a similar manner as the State staff and any others are held accountable for their project tasks.

In addition, for the following deliverables, a document must be produced that contain the content and detailed information as specified in the Statement of Work section of this Contract.

PHASE I: Insurance Regulatory

- Project Charter
- Detailed Project Plan
 - Project Schedule
 - Communication Plan
 - Issue, Risk, and Change Management Plans
- Architectural Review of Current System
- Phase I Technical Solution Assessment Document
- Current Business Operations Document, including Organizational Overview
- Business Work Flow Document
- Request for Proposal (RFP) for Phase II and Centralized Functionality
- RFP Evaluation Criteria



The deliverables listed below are subject to future modification or change due to changes in project requirements. Any such changes will be negotiated and agreed upon by OFIR, DTMB and the Contractor using standard SOM processes.

PHASES II - IV: Centralized Functionality

- Project Charter
- Detailed Project Plan
 - Project Schedule
 - Communication Plan
 - Issue, Risk and Change Management Plans
 - Quality Plan
- System Integration Project data model
- System Integration Project Application Architecture
- System Integration Project Technical Architecture
- Capacity Planning and Projections Document
- Application Design and Development Standards Document
- Process and Tools Document (to support application development, testing, release and configuration management)

PHASE II: Consumer Finance

- Project Charter
- Updated Detailed Project Plan
 - Project Schedule
 - Communication Plan
 - Updated Issue, Risk and Change Management Plans
 - Quality Plan
- System Integration Project data model
- System Integration Project Application Architecture
- System Integration Project Technical Architecture
- Capacity Planning and Projections Document
- Application Design and Development Standards Document
- Process and Tools Document (to support application development, testing, release and configuration management)
- Request for Proposal (RFP) for Phase III
- RFP Evaluation Criteria

PHASE III: Securities

- Project Charter
- Updated Detailed Project Plan
 - Project Schedule
 - Communication Plan
 - Issue, Risk, and Change Management Plans
 - Quality Plan
 - Change Control Management Plan
- Updated System Integration Project data model
- Updated System Integration Project Application Architecture
- Updated System Integration Project Technical Architecture
- Updated Capacity Planning and Projections Document
- Updated Application Design and Development Standards Document
- Updated Process and Tools Document (to support application development, testing, release and configuration management)
- Request for Proposal (RFP) for Phase IV
- RFP Evaluation Criteria

PHASE IV: Bank & Trust and Credit Union

- Project Charter
- Updated Detailed Project Plan
 - Project Schedule
 - Communication Plan



- Issue, Risk, and Change Management Plans
- Quality Plan
- Change Control Management Plan
- Updated System Integration Project data model
- Updated System Integration Project Application Architecture
- Updated System Integration Project Technical Architecture
- Updated Capacity Planning and Projections Document
- Updated Application Design and Development Standards Document
- Updated Process and Tools Document (to support application development, testing, release and configuration management)

For those deliverables that are services deliverables, the PCO will submit a monthly report, with the billing invoice, that identifies work performed by each Contractor resource to the OFIR Executive Sponsor and the DTMB Senior Project Manager (or their designed agents) for review and approval.

The work performed must include sufficient detail to map work performed to tasks within the project plan. Where the resource is expected to produce project reports or perform a service, the monthly report for that resource should identify those reports produced as part of the overall project management and technical oversight of the project. These reports are included within the Statement of Work section of the Contract and include:

- Status Reports
- Performance Reports
- Project Evaluations
- Project Score Cards
- Standards Monitoring and Audit Reports

For those deliverables that are a result of a Change Request, the PCO SPM will submit a completed Change Request document to the OFIR Executive Sponsor and the DTMB SPM.

1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of **ALL** deliverables/milestones, completion of **ALL** tasks in the project plan as approved, completion of **ALL** applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 Compensation and Payment

This Contract will be paid as a firm, fixed hourly rate (time and material based) contract. Payment will be made based upon the State's approval of the monthly invoice, including review of the hours submitted and the work completed for that month, as required within the project plan.

The OFIR PCO Contract Cost Tables (Attachment 9 & 10), includes all information related, directly or indirectly, to the Contractor's charges for services including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

If the Contractor reduces its price for any of the software or services during the term of this Contract, the SOM shall have the immediate benefit of such lower prices. Contractor shall send notice to the SOM's DTMB Contract Administrator with the reduced prices within **15 Business Days** of the reduction taking effect.

Travel

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed, including travel time to and from the OFIR Project Control Office on-site location(s).

Statements of Work and Issuance of Purchase Orders

Unless otherwise agreed by the DTMB SPM and OFIR, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work



4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be Performed
13. Expected Bidder Work Hours and Conditions

The Services to be rendered pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under the Contract. The Contractor is not obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. The Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing and Payment

The Contractor must submit properly itemized invoices to "Bill to" address on the Purchase Order.

Invoices must provide and itemize, as applicable:

1. Contract number
2. Purchase Order number
3. Bidder name, address, phone number, and Federal Tax Identification Number
4. Description of any commodities/equipment, including quantity ordered
5. Date(s) of delivery and/or date(s) of installation and set up
6. Price for each item, or Bidder's list price for each item and applicable discounts
7. Maintenance charges
8. Net invoice price for each item
9. Shipping costs
10. Other applicable charges
11. Total invoice price
12. Payment terms, including any available prompt payment discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 Holdback - Deleted, Not Applicable

1.700 Additional Information Specific to this SOW

1.701 Additional Terms and Conditions Specific to This SOW

A. Additional Information Specific to This Statement of Work – Deleted, Not Applicable

B. Conflict with General Terms and Conditions of Article 2

In the event that any of the requirements and terms of this SOW conflict with general terms and conditions stated in Article 2 of the RFP, the requirements and terms of this SOW shall govern with respect to this SOW only.

C. Reservation of Selection of IT Product Standards – Deleted, Not applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of **five (5) years** beginning August 18, 2010 through August 17, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed, for maintenance and support and enhancements (as defined in the SOW – see Article 1) in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be **renewed** for up to **five (5) one (1) year periods**.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 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 the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.013 Federal Grant Requirements - Deleted, Not Applicable

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Michigan Department of Environmental Quality (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Mary Ostrowski, Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
Lansing, MI 48909
ostrowskim@michigan.gov
(517) 373-6327

2.022 Contract Compliance Inspector

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:



Sara Williams
DTMB Contracts and Procurement
Chandler Plaza Building, 1st Floor
300 E. Michigan Avenue
Lansing, MI 48933
Williamss11@michigan.gov
(517) 335-1277

2.023 Project Manager

The following individuals will oversee the project:

Vaughn Bennett, DTMB Senior Project Manager:
DTMB – DELEG PMO
Romney Building, 9th Floor
111 S. Capitol Avenue
Lansing, MI 48913
BennettV@michigan.gov
(517) 241-0893

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- (1) **Change Request at State Request**
If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- (2) **Contractor Recommendation for Change Requests:**
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change.



Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

- (4) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan
Purchasing Operations
Attention: Mary Ostrowski
530 West Allegan
Mason Bldg., 2nd Floor
Lansing, Michigan 48913

JDM Systems Consultants
Attention: Gary Ruby
33117 Hamilton Court
Suite 200
Farmington Hills, MI 48334

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

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



2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP



2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.602**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.



The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.



2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably



requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor will provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to



Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. 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. The investigations will include Michigan State Police Background checks (ICHAT) and may include 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 and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies 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.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.



2.093 PCI DATA Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.



2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor



an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other



information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty - Deleted, Not Applicable

2.126 Equipment to be New - Deleted, Not Applicable

2.127 Prohibited Products - Deleted, Not Applicable

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.



The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).



- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark 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 must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the 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 the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the



failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights



and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is"



- basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 (thirty) days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.



2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024** and **2.040 Financial Provisions**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination



settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.



2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under 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, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 whichever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purchasing Operations.
 - (2) Contractor must also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;



- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.141**, the State is entitled to collect liquidated



damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.141**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing shall not exceed \$50,000.00 per individual.

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor



cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery of Deliverables

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is provided in Article 1.104. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract. If there are any disagreements between these provisions and Article 1, then the statements provided in Article 1 will prevail.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

2.252 Contractor System Testing

Contractor will be responsible for System Testing of each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. The state shall be entitled to observe or otherwise participate in testing regardless if SOM or Contractor site under this Section as the State may elect.

2.253 Approval of Deliverables, In General

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software



Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

2.254 Process for Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be ten (10) business days. The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction



efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 Process for Approval of Custom Software Deliverables

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within no more than ten (10) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this Section.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Final Acceptance - Deleted, Not Applicable



2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/documents/PCAcceptableUsePolicy1460_1_72034_7.pdf. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.



2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally) - Deleted, Not Applicable

2.282 State Employee Purchases - Deleted, Not Applicable

2.300 Deliverables - Deleted, Not Applicable

2.310 Software Warranties

2.311 Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty - Deleted, Not Applicable

2.313 Calendar Warranty - Deleted, Not Applicable

2.314 Third-party Software Warranty - Deleted, Not Applicable

2.315 Physical Media Warranty - Deleted, Not Applicable

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor - Deleted, Not Applicable

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor - Deleted, Not Applicable

2.323 License Back to the State - Deleted, Not Applicable

2.324 License Retained by Contractor - Deleted, Not Applicable

2.325 Pre-existing Materials for Custom Software Deliverables - Deleted, Not Applicable

2.330 Source Code Escrow

2.331 Definition - Deleted, Not Applicable

2.332 Delivery of Source Code into Escrow - Deleted, Not Applicable

2.333 Delivery of New Source Code into Escrow - Deleted, Not Applicable

2.334 Verification - Deleted, Not Applicable

2.335 Escrow Fees - Deleted, Not Applicable

2.336 Release Events - Deleted, Not Applicable



2.337 Release Event Procedures - Deleted, Not Applicable

2.338 License - Deleted, Not Applicable

2.339 Derivative Works

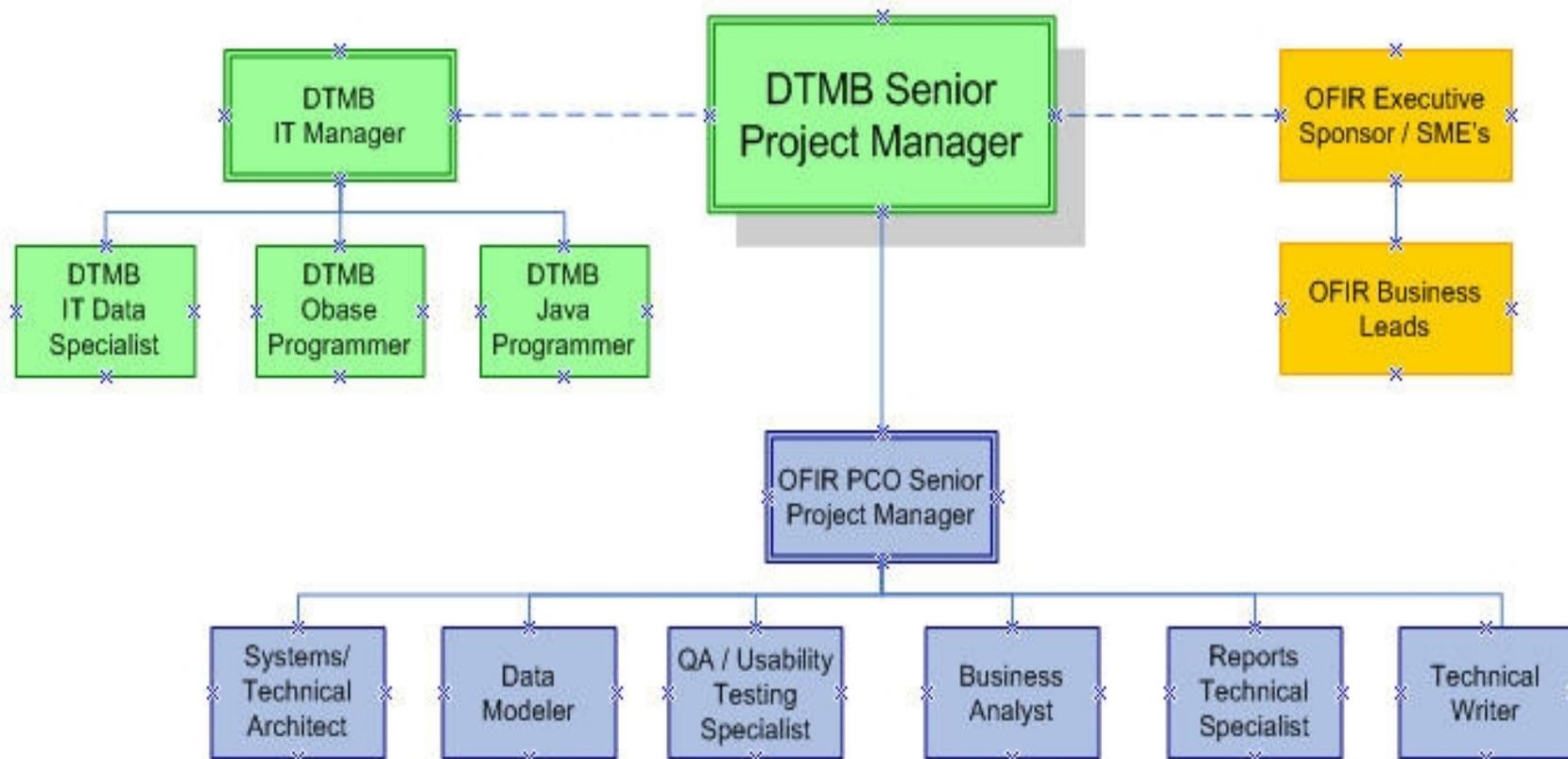
Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

2.400 Other Provisions – Deleted, Not Applicable

Attachment 1 – Corporate Reference Form – Deleted, Not Applicable

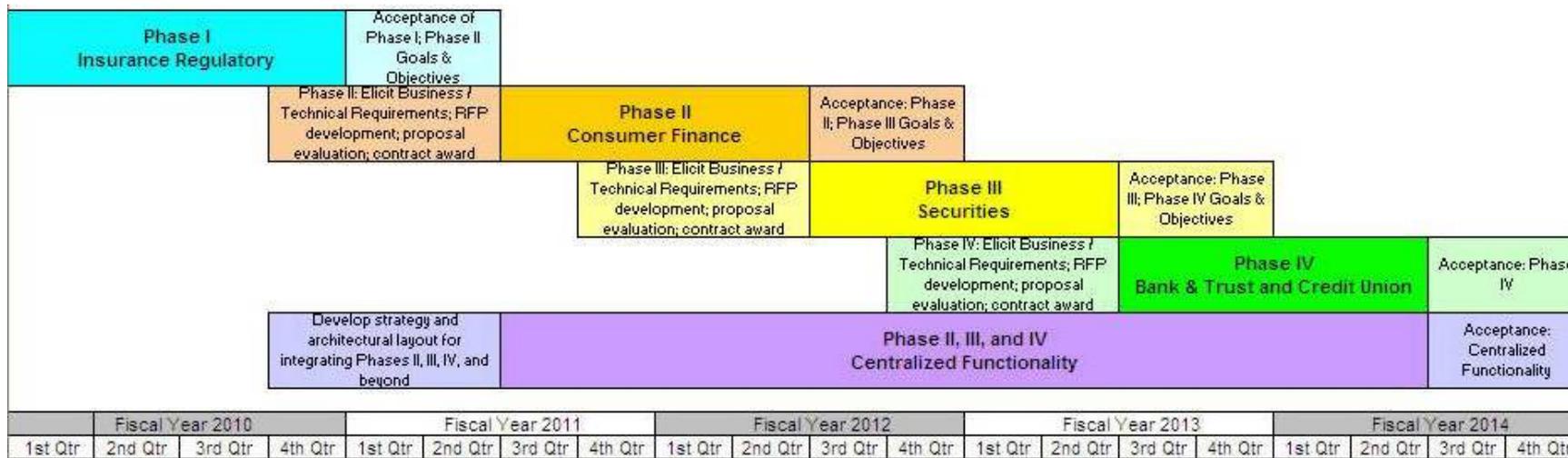


Attachment 2 – Organizational Chart





Attachment 3 – Timeline





Attachment 4 – Approach

JDM System Consultants Approach

Attachment 4 – Approach

JDM has thoroughly reviewed the RFP and attached appendixes and is excited about the opportunity to assist the State of Michigan to establish a Project Control Office to oversee the complex and comprehensive rewrite of OFIR's three current management information systems into one OFIR Information System (OIS). We understand that the purpose of this RFP is for establishment of a Project Control Office (PCO); business, interface and technical requirements gathering and preparation of requirement documents for phases II-IV used in development of RFPs for those phases; creation of development, integration, implementation RFPs for phases II-IV; planning and coordination of tasks that lead up to and integration the elements of conducting data migration, data exchange and reporting; and development of a common language for the strategic architectural and structural framework for the OIS. JDM will use our experience gained through establishing other Client Project Management Offices/Project Control Offices in conjunction with our resources knowledge of the State of Michigan Project Management Methodologies (PMM), our team's expertise of overall project Management best practices, coupled with system and business assessment know-how and fluency in technical writing, to meet the State's requirements.

We have included a project schedule, including timeline, in Appendix 8, Project Plan. The plan meets the State's objectives of delivering the Project Scope and Project Charter documents within 10 days after the PCO contract start date, Detailed Project Plan within 15 days, Communication Plan within 20 days, Performance Monitoring Plan within 20 days, Business Case and Cost Benefit Analysis within 90 days, technical road map within 60 days and the Capacity plan, Analysis and Projections documentation, and the Standards document within 120 days.

As part of the full-time project control office, the JDM PCO Project Manager will be responsible for project oversight, including the following tasks:

- Establish and implement project management and technical processes, methodologies and tools to minimize the risk and contain costs on the OFIR OIS
- Development of the technical roadmap for the OFIR OIS
- Independent oversight, monitoring and reporting on activities and metrics critical for on-time delivery of quality technical services that meets the needs of OFIR and MDIT

The JDM PCO will be responsible for overseeing the creation of the RFP's, including the supporting documentation that is necessary to clearly articulate the technical requirements and business objectives for future development, implementation and integration contracts supporting the OFIR OIS Project.

Background

JDM has reviewed the MDIT, OFIR and DMB objectives for consolidating the OFIR systems. These include:

1. Implementation of a modernized OFIR Information System that includes all business components for the current legacy system
2. Establishment of a Project Control Office to oversee all phases of the consolidation effort, including preparation of a technology roadmap
3. Business, interface and technical requirements gathering and preparation of requirements documents for Phases II-IV that will be used in developing RFPs
4. Planning and coordination of tasks that lead up to and integrate the elements of conducting data migration, data exchange and reporting
5. Development of a common language for the strategic architecture and structural framework for the OIS using Oracle as the Database and Java/J2EE/.NET as the web development platform

JDM is prepared to provide the PCO oversight needed to help MDIT, OFIR and DMB in achieving their goals.

In Scope

OFIR PCO
Contract No. 071B0200279



JDM's onsite team will consist of a Project Control Office Senior Project Manager, Senior System Architect/Technical Analyst, Senior Data Modeler, Senior Business Analyst, Senior Quality Assurance and Usability Testing Specialist, Reports Technical Specialist and a Technical Writer. We have included the resume templates and chronological resumes for the proposed JDM team members Attachment 7, Resume Summary Templates and have also included our resource names in Attachment 2, Organizational Chart.

JDM understands that due to the uncertainty of the size and the scope of the OFIR OIS project, we have provided an additional 4,000 hours of staff time per year to be used at the State's discretion. JDM also understands that due to the overall goals of the OFIR OIS project that the scope of work cannot be clearly defined for the out-years. JDM will work with the State to develop statement of works for each phase of the project to allow for better definition of the scope and resources needed to accomplish the ongoing tasks of integrating the technology roadmap. JDM will work with the State to replace or adjust resources based upon scope changes of the phases. We will absorb the costs associated with thorough knowledge transfer to ensure that there is a seamless resource transition.

JDM has reviewed the table that provides the broad responsibilities of each contracted role and agrees to provide the services as defined. Listed below is an in-depth discussion of our approach to completing the key objectives to be accomplished with the PCO:

1. **Technical Writing** – Develop detailed, solution driven RFPs and supporting documentation that will assist the State in receiving responses that meet the goals of modernizing the OIS
2. **Project Management** – Implement a PCO to oversee the services requested throughout the various phases of the OFIR OIS consolidation
3. **Systems Architecture** – Provide technical assessment and guidance regarding vendor solutions to meet OFIR requirements
4. **Data Modeling** – Translate business data requirements into data models and design physical database solutions
5. **Business Requirements Analysis** – Gain an understanding of current and future business processes, gather business needs and requirements and document them so they are easily understood by technical and non-technical people
6. **Quality Assurance** – Provide the quality assurance oversight so that significant issues are identified early for cost-effective intervention
7. **Testing** – Ensure that testing is thorough and complete to ensure that solutions meets business, functional and technical requirements
8. **Technical Reporting** – Design, develop and maintain reports for the OFIR OIS to support the OFIR business processes
9. **Project Phasing** – Identify the project phases and provide a technical roadmap to avoid interruptions to current business services and minimize rework
10. **Scope Control/Management** – Divide work into manageable releases as agreed to with the State and application development vendor; manage the project to meet the defined releases
11. **Business/Technical/Infrastructure/Quality Control** – Implement quality control processes to ensure the delivered system performs as contracted
12. **Reserve Bank of Hours** – JDM is able to provide and staff additional hours as outlined in the RFP; JDM will staff all positions with Michigan residents

Out of Scope

JDM agrees that the following items are out of scope:

1. Final decision on technical solutions is the responsibility of MDIT in consultation with the stakeholders
2. Contract oversight and monitoring of the development, implementation and integration contractor is the responsibility of MDIT in close coordination with the stakeholders
3. Selection of the development, implementation and integration vendor will be the responsibility of the State
4. Any hardware/software solutions procurement, development, implementation, integration services will be the responsibility of the State
5. Ultimate acceptance/satisfaction of the end customer that the OIS meets their needs is the responsibility of the development, implementation and integration contractor

Environment



JDM's resources are knowledgeable of, and continuously review the Environment, Enterprise IT Policies, Standards and Procedures, Enterprise IT Security Policy and Procedures, IT Strategic Plan, IT eMichigan Web Development Standard Tools and the State Unified Information Technology Environment (SUITE). JDM will support the State's principles, policies and standards, which were developed to achieve consistency, efficiency and effectiveness in the delivery of IT services to support the State's business functions.

Work and Deliverables

JDM has the experience to setup and implement a PCO within the State of Michigan. We have successfully implemented PMOs/PCOs at our clients to achieve consistent, efficient and effective delivery of their IT projects and business initiatives.

The following sections outline JDM's approach to the tasks and deliverables. This approach is not only based on our experience establishing and running PMOs/PCOs, but also gained from experience as the application development vendor for several projects at our clients across the State. Throughout this proposal, we outline our ability to provide PCO support to the State. JDM has resources that fully understand the State Unified Information Technology Environment (SUITE) and Project Management Methodology (PMM). Where applicable in this proposal, JDM has included the templates that may be used to support various deliverables.

The JDM Project Manager will provide project administration, scope change control and issue management, performance metrics for the deliverables identified in the RFP. The Project Manager will also participate in providing project strategy and direction, as needed.

Once the application and implementation vendor is chosen, the JDM PCO will perform independent oversight, monitoring, and reporting on activities and metrics that are critical for on-time delivery of the application that meets the needs of OFIR and MDIT. The JDM PCO Project Manager will be responsible for creating and maintaining the Microsoft project plans and schedules that support project scope, costs, milestones, and deliverables. Once the project plan baseline is established, all resources will be required to report effort against the plan. The JDM PCO Project Manager will use this data to track progress against the plan, calculate earned value, produce weekly status reports, and perform overall project evaluations.

JDM understands that this is a firm, fixed price "not to exceed" cost for each of the resources included for all phases of the OFIR PCO during the life of the OIS consolidation. The State also has the option to use up to 4,000 hours per year in a Reserve Bank of Hours. We outline our approach to staff the Reserve Bank of hours in Approach section in the main RFP Response. We are proud of our contributions to the Michigan economy demonstrated by our continued commitment to use Michigan resident employees not only for this proposal of services but to all of our clients. By investing in our employees, JDM has the breadth and depth of staff necessary to successfully meet the project goals.

Understanding the Purpose of this RFP

The purpose of this RFP is to contract with a qualified vendor to provide PCO services, including both project management and technical and business quality assurance oversight in support of the OFIR system modernization project. By any measure, the OFIR System Modernization Project is a large and complex IT initiative. The State's PCO partner must understand the risks inherent to large, complex, high visibility projects and must be adept at guiding the State and its development and implementation vendor in avoiding these risks. JDM's experience with establishing PMOs/PCOs at our clients across the State of Michigan, in conjunction with resources skilled in writing RFPs and overseeing various application vendors will provide the State the confidence that it will successfully meet its goals of implementing an efficient system.

The RFP is divided into four phases. The first phase is to establish the PCO and provide the business and technical expertise to oversee the implementation of the Insurance Regulatory COTS system for Agency/Company/Individual Licensing. Phase 2 consists of eliciting business and technical requirements and the creation of a RFP to provide services to develop and implement the Consumer Industry Application. Concurrently, the PCO will develop a strategy and architectural layout for integrating phases 2 through 4. Once the Phase 2 RFP vendor is selected, the PCO will provide oversight of the implementation of the Consumer Industry Application. Overlapping, the phase 2 implementation, Phase 3 will elicit business and technical requirements and the creation of a RFP to provide services to develop and implement the Securities Industry Application. Once the Phase 3 RFP vendor is selected, the PCO will provide oversight of the implementation of the Securities Industry Application. Overlapping, the phase 3 implementation, Phase 4 will elicit

OFIR PCO
Contract No. 071B0200279



business and technical requirements and the creation of a RFP to provide services to develop and implement the Bank & Trust and Credit Union Industry Applications. Once the Phase 4 RFP vendor is selected, the PCO will provide oversight of the implementation of the Bank & Trust and Credit Union Industry Application. At the completion of each phases' implementation, the JDM PCO will oversee the Acceptance of the phase and establish goals and objectives for the next phase.

During the oversight of the application development vendor, JDM provides an independent project management assessment of the application. The State receives an unbiased, fact-based status analysis, not from the application vendor, but from a neutral party. This analysis ensures the State has the information needed to oversee the project and make sound decisions. The JDM PCO provides a centralized project management team to serve as a communication hub for monitoring important issues, risks, concerns, needs, and raw metrics (incoming data) and then creating strategies, plans, decisions, solutions, and comprehensive status analyses (outgoing products). Strong project management enables continual improvement in project processes and performance.

JDM understands that the purpose of this RFP is to find a vendor that not only can help the State avoid risks, but also will act as a full partner, helping the State to take advantage of the unique opportunities inherent in the OFIR system modernization project.

Understanding of the Overall Project Objectives

JDM understands that the State is seeking a vendor to create a Development, Implementation and Integration RFP for the integration and modernization of the OFIR systems. This is achieved through providing a full-time onsite PCO to oversee the activities and tasks required to deliver the required RFP and, after award, to manage the project for development and deployment of the specified integrated system.

The objective of the RFP includes not only the integration of the current systems, but also includes providing the requirements, amplifying material and evaluation criteria for the selection of the contractor to design, develop, implement, and deploy a system that provides one comprehensive and enterprises solution. The RFP is the vehicle for securing the development contractor with the skilled staff, experience, methods and tools to deliver the “best value” technology and business solution to the State.

Achievement of the objectives stated in this RFP will provide OFIR/MDIT with project management, technical, and business assessment and technical writing to complete the Phases. Within this framework, thirteen key objectives define the OFIR direction, which we describe in the following paragraphs.

Key Objectives

JDM understands that the following thirteen key objectives for the OFIR PCO project are to be accomplished with the PCO, and we have built a solution around these objectives:

1. Technical Writing
2. Project Management
3. System Architecture
4. Data Modeling
5. Business Requirements Analysis
6. Quality Assurance
7. Testing
8. Technical Reporting
9. Project Phasing
10. Scope Control/Management
11. Business/Technical/Infrastructure/Quality Control
12. Reserve Bank of Hours

The following paragraphs describe these key objectives in more detail.

Technical Writing

The development of an effective RFP to acquire the best qualified contractor is a critically important task to achieve the State's project goals. The JDM Technical Writer will work with the Senior Systems Architect and Technical Analyst, Senior

OFIR PCO
Contract No. 071B0200279



Data Modeler and the Senior Business Analyst who will perform the analysis work to gain a full understanding of the issues and requirements.

Through guidance and oversight by the JDM technical and business analysis project staff as well as the Project Manager, the Technical Writer will develop an RFP that accurately conveys the requirements to the vendor community and provides the flexibility for vendor creativity and innovation in fulfilling the State's requirements.

Project Management

A strong, experienced project manager capable of functioning within the Michigan project management methodology is vital to the development and delivery of an RFP that results in the selection of a contractor capable of providing the most effective solution for implementing and deploying the integrated systems and business improvements on time and within budget.

The project management responsibilities extend as follows:

- Management of the activities required to develop an RFP with all of the requirements, information, and evaluation factors
- Management of the successful implementation and deployment of the well designed system including the following:
 - Facilitate communication among stakeholders
 - Establish meeting schedules and agendas
 - Facilitate status meetings
 - Maintain issue, risk and change processes and updates
 - Develop and update project schedules

To achieve the overall project objectives, JDM is providing a senior project manager, Sean Hennika, PMP, with more than 20 years of business, technical, program, and project management experience. He has led large scale programs involving over 100 team members in various locations around the nation. JDM will be following the State's PMM that Sean has used in previous State of Michigan projects.

System Architecture

JDM's technical solution must be designed with an understanding of the business application of the redesigned, integrated system. The focus on the business architecture and its relationship to the information and technical architectures is a critical success factor to developing a system that fully meets the business and technology functional requirements relative to system and business performance, cost security, scalability, maintainability, and reliability. Our system architect brings the tools and the experience necessary to create the deliverables necessary to achieve this objective.

Data Modeling

JDM's Senior Data Modeler has a wealth of experience in translating business data requirements into conceptual, logical and physical data models. By utilizing tried and true data requirements gathering, interpretation of process models and facilitating modeling sessions, our data modeler will manage the integrity of data and ensure its compliance with State data design standards and guidelines. The data modeler will play particular attention to the normalizing and de-normalizing of data to reduce data redundancy and improve performance.

Business Requirements Analysis

JDM's Senior Business Analyst will fully understand the current and future OFIR business processes. This will be achieved by gathering and documenting business needs and requirements according to Simple, Measurable, Achievable, Realistic, Task Oriented (SMART) criteria to ensure that technical and non-technical individuals share a common understanding. The Business Analyst will interact with other roles and facilitate peer reviews to validate that the functional and system designs meets the business requirements. By working together with the project manager, the Business Analyst will provide change management to identify areas of change resistance or acceptance. This will allow the PCO to focus change management efforts on the individuals that are still receptive to change by leveraging the early adopters to help bring them along.

Quality Assurance

Throughout every aspect of the completion of the tasks and deliverables defined in the RFP, JDM will conduct quality assurance reviews to ensure products, tools and services comply with the State's requirements, standards and guidelines.

OFIR PCO
Contract No. 071B0200279



JDM's Senior Quality Assurance and Usability Testing Specialist will develop quality assurance plans that focus on the important aspects of the system development life cycle to identify potential issues early to resolve them in a efficient and effective manner.

Testing

In addition to the quality assurance aspects, JDM's Senior Quality Assurance and Usability Testing Specialist will also be responsible for the verification and validation that solutions meet business, functional and technical requirements. The Quality Assurance and Usability Testing Specialist will develop documentation that outlines testing strategy and planning, environment monitoring and risk mitigation for the various phases of the project. Additionally, test scenarios and scripts will be developed and logs will capture the results of executed usability testing.

Technical Reporting

JDM's Reports Technical Specialist brings experience in designing, organizing, developing and maintaining a range of reports to support business processes. Following the State's Enterprise Architecture Standards, the Reports Technical Specialist will assess the feasibility and business value of requested reports and ensure the timely production of reports by effectively managing the report development process. Skilled in developing and creating technical reports from diverse and complex data sets with Oracle Business Intelligence Tools and Crystal Reports, our Reports Technical Specialist provides the testing, training, deployment and support needed for the new OFIR OIS.

Project Phasing

The technical roadmap will be developed and used by JDM to perform the activities necessary to implement high maturity practices for the project. The roadmap will be aligned with the project plan to focus on both initial and ongoing activities needed throughout the life of the project. JDM will work with the application and implementation vendor to identify the following items:

- Phased software implementations
- Training required for personnel
- Commodity requirements including dates to order, install and configure

Scope Control and Management

JDM will use our project control knowledge and skill, in conjunction with the State's PMM templates and processes to provide ongoing evaluation, management, and change control for the consolidation of the OFIR systems. JDM will leverage our PMOs/PCOs experiences with our clients to bridge the gap between methodology and practical application. This will assist in the management of the scope and maintaining the value to the stakeholders.

Business/Technical/Infrastructure/Quality Control

One of the most important program and project management requirements is control of the technical infrastructure development. JDM's solution defines the requirement that will be incorporated in the RFP. The control mechanisms inherent in the project management methodology, together with the experience of JDM's Project Management, will control the development, implementation and integration solutions to deliver the solution according to the specifications as defined in each of the phase's RFP and the selected vendor's response. JDM will maintain control as development progresses to track the characteristics of the developing system against the requirements and performance metrics.

Reserve Bank of Hours

JDM is well prepared to meet the State's request for additional staff through the reserve bank of hours. JDM has staff located throughout Michigan, in which the State can rely on. We employ only experienced professionals that are willing and able to fulfill the reserve bank of hours based on the skill sets outlined in the proposal. As unexpected events occur, JDM has the breadth of experienced professionals to support the needs of the State outside the scope of tasks covered in the base contract.

We have included a project schedule, including timeline, in Appendix 8, Project Plan. The plan meets the State's objectives of delivering the Project Scope and Project Charter documents within 10 days after the PCO contract start date, Detailed Project Plan within 15 days, Communication Plan within 20 days, Performance Monitoring Plan within 20 days, Business Case and Cost Benefit Analysis within 90 days, technical road map within 60 days and the Capacity plan, Analysis and Projections documentation, and the Standards document within 120 days.



Detailed Time Line for Deliverables

JDM will develop the deliverables over the timeframe (from the contract start date) outlined as follows:

- Project Scope – 10 business days
- Project Charter – 10 business days
- Detailed Project Plan – 15 business days
- Communication Plan – 20 business days
- Performance Monitoring Plan – 20 business days
- Technical Roadmap – 60 business days
- Business Case and Cost Benefit Analysis – 90 business days
- Capacity Plan, Analysis and Projections Document – 120 business days

The proposed time line and milestone schedule for this engagement is included in Appendix 8, Project Plan. For other resource specific deliverables, JDM's project manager will work with the State's project manager to ensure the timely delivery and acceptance of each deliverable.

JDM will provide weekly status reports and conduct weekly management status meetings with the State's project manager. The weekly report and status meetings will address progress to date and current activities, anticipated accomplishments for the next reporting period, and issues of concern.

Time Estimating Procedures

JDM applies PMBOK® methodology for estimating the amount of time required to complete activities. This methodology consists of four main processes outlined as follows:

- Identify the tasks to be undertaken, including the definition of the activities and action items
- Determine the sequencing of activities – this involves the mapping of task dependencies to determine the task precedence
- Estimating the number of resources required for the project team – this will involve both JDM and the State resources
- Estimating activity durations

Based on the input developed in the above activities, inputting the activities, resources and time estimates into a project schedule, the project schedule is leveled to avoid over allocation of resources. From the project schedule, the critical path (contains all of the tasks, which can impact the completion date of the project should they alter) is identified. This is an iterative process until all parties agree on the project schedule and the schedule becomes the baseline for comparisons of actual work.

Internal Quality Control Monitoring Approach

The JDM Project Manager will work with the State to define performance requirements and develop a Quality Plan. All project participants will have access to the Quality Plan that will include work product review processes and procedures. We will conduct work product reviews for all project deliverables and will enlist the State's participation appropriately. This approach will improve accuracy, enhance the probability of meeting or exceeding expectations, and produce work products that are correct the first time to avoid the need for rework.

To obtain the desired quality control, JDM will deploy the development methodology that provides the standards and procedures for development of technical work products. JDM will conduct periodic reviews and audits, as defined in the Quality Plan. We will work with the selected vendor to make sure that current versions of documentation are always available to support maintenance and enhancements.

JDM will set up software configuration management to control changes and will monitor quality processes to make sure that inadequacies in product process or standards are brought to the State's attention immediately.

JDM understands that all process activities have the potential to insert defects into the work products. The challenge is to remove as many defects as possible, as early as possible, at the least total cost. It is important to know where in the process life cycle the defects are created and removed. JDM is aware that defects are captured in three major places in the development cycle: during work product review, testing, and monitoring production applications. We will place primary



emphasis on reviewing work products, because it gives JDM an early opportunity to catch the defects and remove them. JDM will collect pre-release defects, providing client support and monitoring the operations process.

JDM will adhere to the following nine activities in the review process for pre-release and post-release defect tracking:

- Activity 1: Select work products – Identify the work products as ready for review
- Activity 2: Determine review parameters – Identify the appropriate review parameters and the participants within the activity
- Activity 3: Prepare for review
- Activity 4: Conduct orientation meeting – The JDM Project Manager assigns work product review roles to individuals, prepares review materials, and schedules meetings. If Activity 2 determines that an orientation meeting would provide value, the project manager schedules an orientation meeting as Activity 4
- Activity 5: Review work products
- Activity 6: Consolidate results – Actual individual review of the work products takes place using the appropriate work products review criteria and supporting standards and procedures. Based on the review type chosen, we consolidate the results in Activity 6
- Activity 7: Analyze review data – Analyze the review data, including the defects discovered, to categorize the defects based on severity and where they were introduced. If process changes could prevent the future defects, then initiate these changes
- Activity 8: Rework work products – Rework the work products based on the consolidated feedback
- Activity 9: Follow up review to completion – Track the defects discovered or any other items identified to closure and report the results of the review. To signify acceptance of the completed work, the State will formally sign off on all deliverables at the end of each major milestone or on a monthly basis, as appropriate

Approach to Problem Identification and Resolution

Problems and issues are a common occurrence for any development project. JDM will employ a formal issue management process and automated tool to identify and track issues and to facilitate their resolution. We will exercise issue management at regularly scheduled staff meetings and assign responsibility and accountability to appropriate personnel who are tasked with resolving the issue at the lowest common denominator. The issue tracking tool will be Web-based and will be readily accessible to all project participants. This tool will generate a number of reports in various formats, including reports on the following:

- Open issues
- Closed issues
- Issues still outstanding after 30 days, 60 days, and 90 days
- Issue details
- Escalated issues

JDM will assign unresolved issues an escalation level that generates a review at the regularly scheduled leadership meeting. We will assign items requiring the involvement of a leader to remove roadblocks to that leader who assumes ownership of the issue and assists in its swift resolution. We can modify this approach as needed and as the stability of the project matures.

For a more complete description of the issue management and resolution process, please refer to Attachment 8, Project Plan, Issue Management.

Assumptions and Constraints in Developing a Staffing and Work Plan for this Phase

JDM made the following general assumptions based on the RFP data:

- Depending upon the selection of the application development vendor and their processes, additional staff through the reserved bank of hours may need to be added to support the technical functions. JDM will work with the State and the vendor to identify these functions and the staffing levels required

Approach to Interfaces with State Staff, Including a Description of Roles

JDM has a long history of forming project teams that work together seamlessly with our clients. To be successful, the OFIR OIS requires both the best effort of JDM and a high level of State involvement. Through OFIR and MDIT, the State offers a breadth of knowledge, vision, and direction as we perform the tasks cited in this RFP.

OFIR PCO
Contract No. 071B0200279



The State and the JDM Project Manager jointly comprise the management team for the OFIR Systems Modernization Project. Our Project Manager will take overall strategy direction from the State Project Manager. MDIT's role will be to help the team understand the State's enterprise direction and OFIR's needs and to verify that JDM's deliverables meet OFIR's needs and are sustainable within the State's enterprise architecture.

JDM understands that the State will also provide additional MDIT and OFIR staff members to assist in various areas of the project. JDM will work with the State to identify the functions as needed. The State's roles and responsibilities are outlined below:

Executive Sponsors

- Provide the vision of the business design and how the application shall provide for that vision

Subject-matter experts

- Resolve project resource issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the JDM's project manager, within 48-hours of their expected decision date.

MDIT Senior Project Manager

- Arrange for State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Document and archive all important project decisions
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings
- Resolve project issues in a timely manner
- Review project plan, status and issues
- Resolve deviations from project plan
- Provide acceptance and sign-off of deliverables/milestones
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by JDM's project manager, within 48-hours of their expected decision date

MDIT Contract Compliance Inspector

- Supporting the management of the contract

Methodology Used to Administer the Project from a Corporate Level

JDM's main goal from its first day, to now going on its 20th year of existence, has centered on making our clients successful. This recipe for success is built into our corporate culture. One of the main ingredients of a successful project is communication. This communication cannot be limited to the team actively involved in the day to day events of the project, but must also include JDM's Senior Leadership Team which includes our CEO Jeff Magnell and our Chief Technology Officer Jim Heasley. This oversight is part of JDM's Project Management Methodology and is used on all of our projects.

Even before JDM engages resources on a project, it is thoroughly reviewed by our Senior Leadership Team. This review centers on establishing a full understanding of all aspects of the project and verification that with our involvement and

OFIR PCO
Contract No. 071B0200279



guidance the project can be successful. Risks are identified and mitigation plans are initiated to minimize or eliminate the risk. JDM's Senior Leadership has years of experience working with clients on all different types of IT projects with a strong background on Project Control and Management. JDM's Senior Leadership meets regularly with both the onsite project team and with our clients. The cadence of these meetings is based on the needs and schedules of the client. During these scheduled sessions, JDM's Senior Leadership provides the opportunity to discuss any issues, concerns or questions. If needed, these meetings can include additional JDM resources with expertise in areas to supplement the JDM PCO project team.

Methodology Used to Monitor and Evaluate the Performance of Subcontractors

JDM will provide all resources requested in this RFP directly, without the use of subcontractors. All personnel are part of JDM and receive all direction and oversight from JDM's project management leaders. JDM will interpret RFP roles and responsibilities, including communicating, tracking, and managing those expectations. JDM will confirm and monitor the performance of our resources to make sure their performance supports and contributes to State goals and the success of the OFIR System Modernization Project. If those objectives are not attained, JDM will swiftly take decisive action to rectify such a failure, including the removal of an underperforming staff member.



Attachment 5 – Staffing Services Agreement (SSA)

1. Communications

The JDM Senior Project Manager (SPM) will develop and maintain a communication plan that identifies all project stakeholders. The plan will annotate the information to be communicated, information sources, target audiences, and message media. To maintain communication processes, procedures and distribution lists will be created for which the team members will adhere. JDM will maintain a communication matrix as a means to track and support the communication plan. A draft of this matrix appears below. The matrix is intended to show the communication channels and potential frequency of communications that will be used by the OFIR PCO to review and discuss questions, concerns, and/or possible changes this Staffing Services Agreement (SSA).

Frequency	Participants	SOM Participants
Weekly	JDM PCO Team	As determined by the SOM SPM
Weekly	JDM SPM	DTMB SPM
Monthly	JDM Account Manager	DTMB Client Services Director and SOM SPM
Quarterly	JDM COO	DTMB Information Officer
Quarterly	JDM CEO	OFIR PCO Executive Team

2. Contact Information

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3. Contractor Obligations

Day-to-day management of PCO staff is the responsibility of the JDM SPM. Performance evaluations, performance issues and recognition, and disciplinary actions are also the responsibility of THE JDM SPM, and will receive oversight from and coordination with the SOM SPM.



The JDM SPM will review its team member performance on a monthly basis to ensure the State's expectations are continually being met. The JDM SPM will share the results of this review with the SOM SPM during their second weekly meeting of each month.

If for any reason the need to replace a JDM PCO resource arises, JDM will follow the PCO staffing replacement guidelines detailed below. JDM recognizes and respects the need to meet the response times detailed in this SSA so as to introduce as little impact to the PCO project schedule as possible.

4. Issue Management and Escalation

JDM will employ a formalized issue escalation process relating to the provision of services under this Contract. An issue may be brought to the attention of the JDM or SOM SPM by any project team member. The JDM SPM will document, track, and update the issue using an issue management log containing the following minimum elements:

1. Description of the issue
2. Issue identification date
3. Responsibility for resolving the issue
4. Priority for issue resolution (to be mutually agreed upon by the SOM SPM and JDM SPM)
5. Resource assigned responsibility for resolution
6. Resolution date
7. Resolution description

Once JDM or the SOM has identified an issue, JDM will follow these steps:

1. Immediately communicate the issue in writing to the SOM SPM
2. JDM SPM will log the issue into the issue tracking system
3. Identify and recommend what needs to be done and the resources needed to correct/resolve the issue
4. Receive approval from the SOM SPM for the recommended action
5. Keep the SOM SPM and other appropriate parties informed on the status of the issue based on the frequency established by the SOM SPM
6. At least monthly, provide to the SOM SPM a listing of all issues, their current status, deadlines to correct, and actual dates for completion that have occurred.

Issues shall be escalated for resolution from Level 1 (lowest) through Level 5 (highest), as defined below:

Issue ID	Any PCO Team member – JDM or SOM
Level 1	OFIR Business leads/SME's, DTMB Technical leads, and/or Development Vendor Technical resources, as appropriate
Level 2	JDM SPM and SOM SPM
Level 3	JDM Account Manager and DTMB CSD
Level 4	JDM COO and DTMB IO and/or Deputy Director
Level 5	JDM CEO and DTMB Director

5. Performance Review – Method of Assessing and Evaluation

The JDM SPM solicits and provides ongoing performance reviews of its PCO staff so that there is a constant process in place to ascertain team member project performance. Performance Plan and Appraisal documents will be reviewed by the SOM SPM for input and concurrence. As part of providing input to JDM performance appraisals, the SOM SPM may consult with other SOM PCO team members for their input on JDM team member performance. Any JDM PCO team replacements will also be evaluated under these procedures. JDM will provide the State with written notice of any significant areas of JDM PCO team member performance as



soon as they rise to the level of concern to the JDM SPM. The SOM SPM will immediately notify the JDM SPM in writing of any significant areas of concern regarding JDM PCO team member performance.

The following describes a high-level overview of the methods and frequencies that JDM proposes to use in assessing the performance of the OFIR PCO project:

Elicit Customer Feedback

Occurrence: On a quarterly basis, conduct a Customer Satisfaction survey

JDM Staff: SPM and Account Manager

SOM Staff: SOM SPM and OFIR Project Sponsor

Aim: Determine overall Customer Project Satisfaction at a point in time

Information to be gathered: Project Resources, Project Approach, Results of Efforts, Communications, Suggestions for Improvement, Positive/Negative Impressions; Other Comments

Results: Action Items

Conduct Customer Satisfaction Survey

Occurrence: Normally twice a year, but also when a JDM PCO resource rolls off the project

JDM Staff: JDM SPM and Account Manager

SOM Staff: SOM SPM, SOM Technical staff, OFIR Project Sponsor, and OFIR Business Leads/SME's

Aim: Determine effectiveness of performance of individual JDM PCO resources

Information to be gathered: Communication; Interaction with Others; Professionalism; Technical Performance; Additional Comments

Conduct Performance Plan and Appraisal

Occurrence: Annual

JDM Staff: JDM SPM and Account Manager

SOM Staff: SOM SPM, OFIR Project Sponsor; OFIR Business Leads/SME's

Aim: Provide feedback to individual JDM PCO resources

Information to be gathered: Communication; Interaction with Others; Professionalism; Technical Performance; Additional Comments. JDM may also add its own internal categories, such as marketability of skill set and areas needing improvement.

Conduct Project Health Checks

Occurrence: Quarterly

JSM Staff: JDM PCO Team members

SOM Staff: DTMB Team Members; OFIR Team Members; Development Vendor Team Members

Aim: Deliver status on project health

Information to be gathered: Project Deliverables, Project Budget, Project Resources, Project Team, including Development Vendor(s), Project Schedule, Time by Resource, Customer Satisfaction; Survey results

To support the above process, the JDM SPM, SOM SPM, Development Vendor SPM(s), and JDM Account Manager will engage in continuous conversation and interaction in order to assess the performance of JDM's resources over time. If it is ever determined that the performance of a JDM resource is unacceptable, the process for replacing that resource will be followed. This process is detailed below in the "Staff Replacement" section below.

6. Range of Services

JDM will staff and provide the Services as detailed in the Contract while addressing specified areas as listed below. Staffing will also cover all other PCO Reserve Bank of Hours positions required under this Contract for the duration of the OFIR OIS PCO project.



PCO Positions (Required):

Senior Project Manager (Key Personnel)
Senior System Architect / Technical Analyst (Key Personnel)
Senior Data Modeler
Senior Business Analyst
Senior Quality Assurance / Usability Testing Specialist (Key Personnel)
Reports Technical Specialist
Technical Writer

Reserve Bank of Hours Positions (Discretionary):

Application Planning and/or Preparation Staff – on site
Business Analyst(s) – on site
Configuration Manager – on site
Data Environment Planning and/or Preparation Staff – on site
Data Loader – on site
Data Utilities Administrator – on site
Project Scheduler – on site
Release Manager – on site
System Database Administrator – on site
Technical Control/Infrastructure Support Manager – on site
Testing Technician – on site
Trainer(s) – on site
Workflow Coordinator – on site

7. Record Keeping

The JDM SPM will address all areas of concern and document issue initiation and date closed as per the Issue Management practices discussed in Item 4 of this SSA. This will be accomplished in collaboration with the SOM SPM. In cases where issues impact the schedule, the plan will be updated accordingly.

All project delivery related documents and associated artifacts will be kept as defined in Articles 1 and 2 of the Contract, JDM's Approach document, and the OFIR PCO Project Plan. All project issues and their resolutions / solutions will be conducted in accordance with the issue management and escalation procedures detailed in Item 4 of this SSA.

A to-be-agreed-upon project documentation repository will be used to store, retain, and archive all SSA related documentation. Examples of such documentation include, but are not limited to, the governing PCO contract, related Advice Change(s), subsequent Purchase Order(s), PCO Change Control Log, PCO Issue Log, PCO Timesheets, Customer Satisfaction Survey Forms, JSM PCO staff Performance Plan and Appraisal Forms, and Project Health Check documentation. All SSA related documentation will be retained for the life of the OFIR OIS PCO project contract and/or according to a timeframe mutually agreed upon by the JDM SPM and SOM SPM.

8. Response Times

The State of Michigan will generally have direct access to the JDM PCO staff and should the need arise, will have access to JDM Executive personnel (Coo and CEO) upon request.

For additional or replacement staffing, JDM will provide resumes for replacement PCO staff as detailed in Item 11 (Staff Replacement) of this SSA . Any such resume must be submitted to the SOM SPM for review and approval within ten (10) business days prior to the proposed resource start date.



For additional staffing, the SOM SPM will provide the JDM SPM with a formal notification that an additional resource is needed for the PCO project. JDM will in turn provide a proposed candidate resume(s) within ten (10) business days prior to the proposed resource start date. Within five (5) business days of receipt of resumes, the SOM SPM will review the candidate resume(s) for interview selection. Interview participants will include the JDM candidate, JDM and the SOM SPM. Interviews will occur within seven (7) business days of interviewee selection. The JDM resource will start on the PCO project within thirty (30) days of selection and will follow all relevant processes detailed in this SSA.

9. Scope

This SSA document provides details on JDM's approach to providing PCO services under this contract. JDM's SPM will collaborate with the SOM SPM on all scope changes following formal agreed upon change processes. JDM will staff the OFIR OIS PCO project with the following resources:

Position	Resource
Senior Project Manager (Key Personnel)	Sean Hennika, PMP
Senior System Architect / Technical Analyst (Key Personnel)	Steve Kowalczyk
Senior Data Modeler	To be updated
Senior Business Analyst	Greg Doherty
Senior Quality Assurance / Usability Testing Specialist (Key Personnel)	Thomas Brys
Reports Technical Specialist	To be updated
Technical Writer	To be updated

10. Service Availability

JDM is in agreement with and will observe the normal SOM working schedule of 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary outside of these hours to meet project deadlines. The SOM SPM and JDM SPM may mutually agree to modify PCO work hours in the best interest of the project. JDM will not work any overtime without prior authorization provided by the SOM SPM. JDM is aware of the potential for unpaid State furlough days and standard holidays, will observe these dates, and will not be compensated by the SOM unless prior authorization is received by the SOM SPM to work these days. Any time spent traveling to and from OFIR OIS PCO State work sites will not be billed to the State.

JDM proposed the following levels of vacation and sick/personal time as a reasonable standard for JDM PCO resources:

Vacation Time:

1. Unless otherwise agreed to, a maximum of fifteen (15) days vacation time per calendar year may be requested in writing for pre-approval by the JDM SPM and SOM SPM.
2. Any exceptions to the maximum vacation days must be requested in writing by the JDM resource and be pre-approved by the JDM SPM and SOM SPM prior to utilization of the vacation day(s).

Sick/Personal Time:

1. Sick/personal time can be made up with the JDM SPM's and SOM SPM's approval. Any such make-up time may only occur during the hours of 6am to 8am or 5pm to 6pm, unless otherwise mutually agreed upon by the SOM SPM, JDM SPM, and the PCO resource.
2. State concerns over any excessive resource absenteeism – sick or otherwise – will be communicated to the JDM SPM for resolution. This resolution will be communicated back to the SOM SPM for concurrence.



JDM will notify the Contract Compliance Inspector and the Contract Administrator at least ten (10) business days before redeploying non-Key Personnel.

11. Staff Replacement

JDM personnel offer project expertise in meeting the requirements of this contract. JDM will coordinate with the SOM SPM before any PCO personnel are re-deployed. JDM PCO resources will only be replaced according to the following procedure:

1. Resumes for all proposed replacement resources will be submitted to the SOM SPM for review and approval. These resumes must be submitted on the SOM Resume Summary Template and be accompanied by a detailed chronological resume.
2. Any replacement staff must meet original minimum qualifications for the position. They are subject to an interview process in addition to a review of their resume and qualifications.
3. Prior work references must be provided and will be checked.
4. Replacement staff are subject to a State-conducted background check, which they must pass this background check before being approved to work on the project.
5. Whenever possible, JDM replacement PCO staff will join the PCO team and begin work prior to the original staff departure. This will ensure appropriate transition of responsibilities and knowledge. This job shadowing will be performed between original and replacement staff for 30 days before transitioning off the project. During this transition time only one Compuware resource will be billed to the State.
6. Details of the Item 8 of this SSA (Response Times) will be followed for Staff Replacement.
7. JDM assumes that replacement resources will be JDM resources.

12. SSA Review

The finalized Staffing Services Agreement will be reviewed annually at a minimum, or more frequently if agreed to by the SOM SPM and JDM SPM. It will be updated as necessary as the OFIR OIS PCO project progresses through each and every phase of implementation. Any lessons learned as a result of ongoing PCO staff management activities will be captured on an ongoing basis, but at a minimum at the end of each project phase. These lessons learned will be used as the basis to improve both project delivery and SSA standards.

13. State Obligations

The SOM will provide JDM with accurate information regarding staffing services requirements and answers to any queries, decisions and/or approvals requested by JDM regarding these services. JDM staff will have access to the State's personnel and premises at reasonable times for the performance of said services as required and requested by JDM and as approved by the SOM.

Potential changes to the scope of the project will be provided to the SOM SPM and JSM SPM for their review, confirmation, and documentation as part of the project change control process. Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes; change management will also be employed in the administration of this Contract.

Change control will follow processes agreed to by the SOM SPM and JDM SPM. Normal procedure will entail that proposed changes will be approved by the SOM SPM within five (5) business days of receipt, allowing time for technical and business impact analysis. These impacts may include, but are not limited to, risks, functionality, schedule, resources and costs. Change requests will then be reviewed by the SOM SPM and JDM SPM to determine the need to request any further approval(s)



beyond the purview of the PCO. The MDIT Sr. PM and OFIR Project Sponsor are required to approve/reject within an additional five (5) business days.

Once approved, the SOM SPM and JDM SPM will draft appropriate documentation to obtain DTMB Purchasing Operations approval of any proposed contract change, including confirmation of funding availability. When approval has been received, the JDM AND SOM SPMs will communicate the change impacts to the affected project resources so that implementation can be accommodated and work can begin. JDM will not begin work, or allow work to begin, on any proposed change without appropriate authorization and approvals from DTMB and/or OFIR/DELEG.

Rates for hours that may be associated with a project change will be in accordance with the rated submitted for each resource/role submitted in the JDM proposal in Attachments 9 and 10; this included any documentation and impact analysis. Any previously undefined role/resource/rate required to meet the change requirements will be negotiated between the JDM and SOM SPMs and submitted for approved by DTMB Purchasing Operations, as appropriate.

14. Timesheets

The JDM Team will provide the SOM SPM with timesheets every two weeks for each JDM PCO Resource. These timesheets will be reviewed and approved based upon tasks accomplished and milestones reached. Timesheets must be approved by the SOM SPM prior to their submission for invoicing purposes.

The SPM SPM will approve JDM timesheets within three (3) business days of receipt. The State will provide a replacement signatory in the event that the SOM SPM is not available to approve timesheets to help ensure prompt processing of submitted timesheets. The approved timesheets will then be forwarded JDM SPM to the JDM home offices for processing.

JDM will invoice the State on a monthly basis monthly for the work performed by JDM PCO resources. Signed / approved copies of related timesheets will be included with the invoice(s). Full payment will be due according to State payment terms (e.g., 45 days after receipt). Specific invoice content and itemization of work / deliverables will be agreed upon between the SOM SPM and the JDM SPM.

15. Training

Any new/replacement JDM PCO members will join the team in the capacity of job shadowing the person who is being replaced for a minimum of 30 days to acquire knowledge / knowledge transfer. This job shadowing will be performed at no cost to the State.

In addition to meeting with initial JDM PCO project staff at start-up, the JDM SPM will meet with each new JDM PCO team member to review project expectations appropriate to their role. Expectations will include, but are not limited to, project orientation, on-the-job performance, and team member skill set. During Performance Review (see above section), the JDM SPM will give each team member feedback based upon the defined and communicated expectations, as a means of providing encouragement and/or corrective feedback.



Attachment 6 – Position and Classification Descriptions

Senior Project Manager / Senior Project Control Office Manager

Full-time (80-100%) on-site Project Manager to provide the overall management of this strategic and complex initiative. This individual will provide management services for all project activities to ensure that the project will be completed on time, within budget, and within scope.

Serve as the Project Manager for Enterprise level integration strategies and initiatives. Responsible for the development and delivery of project system requirements document, conceptual, logical architectures and logical design, and will ensure that the physical design and configuration of the delivered solutions are in direct alignment with the logical design. Responsible for providing architectural guidance on large, complex solution development, system integration, and package based implementation projects. Responsible for developing and nurturing consensus and working relationships with technical teams from other IT divisions to ensure coordination and integration in IT projects and programs. Deliver quality solutions – on time and within budget – using approved tools, techniques, and methodologies. Lead cross-functional teams that may consist of IT/Systems and non-IT/Systems professionals. Plan, organize, monitor, and control projects for the completion of procedural, infrastructure and/or software development to meet project specifications. Identify and utilize appropriate skill levels to staff project teams, while providing development opportunities and mentoring for team members, as appropriate. Understand and apply the Project Management Institute (PMI) Body of Knowledge (PMBOK). Create and manage detailed project plans and schedules for the day-to-day tracking and oversight of deliverables within the project using State of Michigan SUITE Project Management Methodology. Create and use tools to monitor and report on schedule progress, resource utilization, issue resolution/escalation, and process adherence. Gather information and report on vendor performance and compliance.

Position requires:

- Bachelor's degree from an accredited college/university in Computer Science or an IT related field
- Ten+ years' documented recent experience in project management with major experience managing projects with multiple vendor activities
- Ten+ years' documented recent experience in successfully managing Information Technology (IT) projects (full project lifecycle) whose budget was greater than \$3,000,000 (excluding hardware/software costs) and whose timeline was greater than 3 years
- Ten+ years' documented recent experience in successfully managing IT projects (full project lifecycle) whose scope included rewriting a large, complex existing system. Preference will be given to those resources having experience in both client server and web environments. A candidate will not be excluded if experience is in only one of the environments.
 - Preference will be given to candidates who possess a current professional certification in Project Management, such as the Project Management Professional (PMP) certification from the Project Management Institute or George Washington University
- 5 years of recent experience managing IT projects in a government environment
- 5 years experience creating and managing comprehensive project plans utilizing project management flows and tools
- 5 years experience managing a large, complex multi-year systems development projects similar in size and scope to this project
- 5 years experience performing scope management for projects, including a highly disciplined change control process
- 5 years experience performing issues management across multiple Departments / Agencies
- 5 years experience creating and executing complex Implementation plans
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Senior Systems Architect / Technical Analyst

Systems Architect who will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified.

Provide the technical foundation and structural support required to deliver and operate business solutions. Implement, integrate, and support infrastructure with technical applications and related vendor software/hardware. Responsible for the integrity of the infrastructure through product selection and development, and for understanding and managing the infrastructure, performance, and stability. Will be a point of contact for the project on all technical matters, and will collaborate with the designated project or program manager to provide the required technical solution. Provide technical leadership to the project's technical resources, which could include architects, systems engineers, and security and business continuity specialists, in delivering a well designed and engineered solution that is integrated with the existing or defined IT architecture and services framework, and meets clearly defined technical performance requirements. Develop, follow, and/or implement infrastructure policies, strategies, guidelines, standards, and procedures. Follow established procedures to document, resolve, and/or escalate business partner incidents. Work with business partners to understand technical needs; design, develop, or recommend integrated technical solutions; implement and support integrated technical solutions. Guide team to develop and deliver scope of architecture. Plan, create, maintain, and ensure integration for OFIR OIS architecture. Participate in all parts of the software development life cycle using analysis, design, and problem-solving skills. Concentration of knowledge in business logic and data technologies, database access, transaction management, portal technologies, rules engines, and electronic commerce technologies. Specialty in the Java/J2EE, NET framework, HTML / XML. Collaborate, negotiate, and influence direction and decision making in order to enable the delivery of quality solutions. Serve as a key decision maker and escalation point for approving architectural decisions within the scope of assignments. Ensure project team has a clear understanding of project direction in relation to architecture and technology, and ensure integration of that direction.

Position requires:

- Bachelor's degree from an accredited college/university in Computer Science or an IT related field
- 10+ years of recent experience in System Architecture, performing IT system assessments, and providing architectural services for large, complex multi-year systems development projects similar in size, scope and complexity to this RFP
- 10+ years recent experience in architectural design, systems analysis and design, and implementation of highly available, scalable and maintainable enterprise architecture solutions
- 10+ years recent experience working with Unix and Windows operating systems in a client-server environment utilizing Oracle databases and a wide range of web development technologies, such as J2EE, Web Services, and XML
- 7+ years recent experience creating technical roadmaps to develop and implement a complex system rewrite in a phased approach and working with object oriented design and development, UML, modeling tools and architect tools
- Thorough understanding of systems development and technology working within a Unix and Windows operating system, Oracle database and a wide range of web development technologies such as J2EE, Web Services, and XML
- 3 years recent experience performing tuning, optimizing and troubleshooting enterprise systems
- 2 years experience in Web 2.0 technologies
- 3 years experience in verbal and written communication with clients and technical staff in English.
- Excellent verbal and written communication skills in English



Senior Data Modeler

The Senior Data Modeler will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified.

Responsible for translating business data requirements into conceptual, logical, and physical data models. Work closely with System Architect to design physical database solutions. Help gather and document business data requirements. Develop conceptual, logical, and physical data models. Partner with a System Architect to develop a physical database design. Apply data design standards and guidelines. Verify that data models accurately reflect business requirements and data usage. Develop and steward data model meta-data. Document and facilitate resolution of data-related project issues. Manage data-related project defects. Manage data redundancy appropriately. Promote reuse of data and related processes. Assist in the development and implementation of data administration standards and guidelines. Mentor others on data design processes.

Position Requires:

- Bachelor's Degree from an accredited college/university in Computer Science or an IT related field
- 5+ years recent experience in relational / dimensional data modeling
- 5+ years recent experience in data requirements gathering, interpretation of process models, modeling session facilitation
- 5+ years recent experience in Database Management Systems concepts
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Senior Business Analyst / Business Architect

Business Analyst / Architect who will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified.

Expert in understanding and translating business requirements into models (or blueprints) from which systems can be developed. Facilitate the capture and documentation of business requirements in the form of process maps and use cases, document the requirements in ways easily understood by clients and technical staff. Assist project teams (scope, techniques, training, resources, requirements). Interact with other roles to transition high-level requirements to implementation

Position requires:

- Bachelor's degree from an accredited college/university in a related area
- 5 years experience eliciting and documenting business and functional requirements for complex web-based systems
- 5 years experience performing complex business task analysis to evaluate and document change requests
- 5 years experience conducting peer reviews to validate business and functional requirements
- 3 years experience Business Analyst Book of Knowledge usage / experience preferred
- 3 years leading review sessions to discuss draft documents and determine the appropriate revisions
- 3 years experience creating usability test plans, test scenarios and testing scripts, documenting the results of usability testing, and facilitating sessions in which clients review usability testing results
- 3 years experience working with end users in developing training plans to implement new web-based systems
- Expert level skills in MS Project, MS Excel, MS Word, MS PowerPoint, MS Visio, macros, charting
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Senior Quality Assurance and Usability Testing Specialist

Full-time (75%+) onsite Senior Quality Assurance and Usability Testing Specialist who will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified in the RFP.

QUALITY ASSURANCE: Oversee QA aspects of the project and ensures its processes, services and deliverables are of high-quality. Build on established SOM SUITE QA processes. Provide project metrics reporting. Establish QA function for independently and objectively evaluating and reporting on project activities. Select and define QA tasks, work products and processes that will be performed, such as: reviewing project products and services against requirements, standards and guidelines; participating in peer and project reviews (technical and management reviews), providing status on compliance, problem areas, and risks; suggesting methods, standards, guidelines, and tools for the project and verify they are documented in the project management plan and/or separate QA plan; reporting results of product and service evaluations to the Senior Project Managers; collecting and reporting metrics on the status of cost and schedule, product evaluations, project quality, and audits. Establish and maintain the plan for QA processes in the project plan or equivalently in a QA Plan. Planning topics may include: quality objectives, in measurable terms; types of test and verification and validation activities; entry and exit criteria for project lifecycle phases; participation in development of project plans, standards, and procedures. Conduct product and service reviews. Use QA standards and procedures. Document and track noncompliance issues and escalation procedures. Maintain and control project documentation over the life of the project, through delivery. Determine method, audience, and frequency of providing feedback on QA activities. Utilize SOM SUITE QA procedures and checklists to guide how QA is to be performed. Monitor and control QA processes and activities against the QA Plan, schedule and budget. Identify and evaluate the effects of risks on, and significant deviations from, the QA plan, schedule and budget. Take corrective action when requirements and objectives are not being satisfied or when progress differs significantly from the plan. Review QA activities and results with Senior Project Managers on a periodic and event-driven basis as designated in the QA Plan. Escalate unresolved or non-compliance issues and resolves them as necessary. Collect work products, measures, measurement results and improvement information derived from planning and performing the project QA Process to support future use and improvement as process assets. Establish, collect and analyze qualitative and quantitative measures of process variability to determine whether the processes are adequate for the intended function, satisfy project and organizational goals, and whether learning has been effectively shared.

USABILITY TESTING: Work as part of a test team to plan, design, and execute testing. Work with project and development teams on requirements and design reviews. Verify that systems solutions meet functional and technical requirements. Lead and coordinate testing activities, as well as to mentor and coach team members. Responsible for providing testing strategy and risk mitigation to help ensure timely completion of appropriate and accurate testing deliverables throughout the project life cycle. Provide testing process expertise to project and service releases. Plan tests, teach testing techniques, and provide documentation dealing with testing processes. Validate and verify that solutions meet business, functional, and technical requirements. Provide testing strategy and planning, environment monitoring, and risk mitigation. Plan tests, teach testing techniques, and provide documentation dealing with testing processes. Ensure timely completion of appropriate and accurate testing deliverables throughout the project life cycle. Design, create, execute, and log results for test cases. Work with business and development teams in requirements and code reviews. Determine test data needs and strategy; support user acceptance test planning. Support test case design and development, and test execution. Formally document test plans, suite design, and test cases. Support test status reporting; test result evaluation and documentation. Provide input to the test manager, project leaders, and peers regarding testing and product quality. Support requirements and design reviews. Support testing documentation reviews and walk-throughs. Assist with defect analysis and management (documentation and verifying resolution). Support system and performance test planning. Assist in test strategy development and determining test environment needs. Help



determine test environment and test data needs. Support test case creation (including use of automated testing tools) and test script development. Formally document test plans, test suite design, and test cases. Execute testing; create and maintain test data. Troubleshoot/debug test non-conformances. Assist with defect analysis and management (documentation and verifying resolution). Participate in testing documentation reviews and walk-throughs. Provide lessons learned and knowledge transfer for testing.

Position requires:

- Bachelor's degree from an accredited college/university in a related area
- 5+ years of experience in the fields of quality assurance and usability testing
- 5+ years experience in participating in the requirements elicitation sessions as they pertain to Quality Assurance and Usability Testing for projects similar in size and scope to this project
- 2+ years experience with Oracle, Java, SQL databases, and SQL programming languages
- 5+ years experience creating and using Quality Assurance plans and related documentation
- 5 years experience creating Quality Assurance processes and plans
- 5 years experience creating usability test plans, test scenarios and testing scripts, documenting the results of usability testing, and facilitating sessions in which clients review usability testing results
- 3 years experience working with end users in developing training plans to implement new web-based systems
- Expert level skills in MS Word, MS Excel, MS Visio and other MS Office Suite tools
- Strong problem-solving, analytical and troubleshooting abilities
- Ability to handle multiple tasks and reliable with respect to deadlines
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Reports Technical Specialist

The Reports Technical Specialist will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified in the RFP.

Responsible for extracting data from internal and external systems to create reports and graphs to support OFIR's business needs. Responsible for developing and maintaining a range of reports to support the business processes for OFIR. These reports will be developed using a range of tools such as SQL, Crystal Reports or Oracle Discoverer. Responsible for the creation/maintenance of reports. Required to interpret information from the reports and communicate findings to OFIR management. Conduct a detailed requirement analysis in the area of reporting and supporting reports standardization initiatives. Assess the feasibility and business value of any request for report creation and development. Coordinate report requirements to maximize gains in reporting efficiencies. Ensure the timely production of reports by effectively managing the report development process. Responsible for testing, training, deployment and support of any new reports and reporting tools

Position Requires:

- Bachelor's/College Degree from an accredited college/university in Business Studies / Administration / Management, Computer Science/Information Technology or equivalent
- 5+ years experience in developing and creating technical reports from diverse and complex data sets with report creation and development programs and software such as Oracle Business Intelligence Tools, Business Objects / Crystal Reports or other reporting language(s)
- 5+ years experience in participating in the requirements elicitation sessions as they pertain to reporting requirements for projects similar in size and scope to this project
- 2+ years experience in Oracle, Java, SQL databases, and SQL programming languages
- Strong problem-solving, analytical and troubleshooting abilities
- Experience with MS Word, Microsoft Excel and other technical reporting tools / software
- Ability to handle multiple tasks and reliable with respect to deadlines
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Technical Writer

The Technical Writer will be responsible for providing technical expertise throughout the lifecycle of the project. This includes all tasks and deliverables previously identified in the RFP.

Creating well-formed, accurate, comprehensive and concise technical documents that follow common publishing guidelines such as those described in standard style guides, such as the Chicago Manual of Style (CMS) or the Microsoft Manual of Style for Technical Publications. Designing, writing, otherwise creating, maintaining, updating, and producing technical documentation including user guides, design specifications, system manuals, and other project documents in web-based or electronic format(s). Includes working as part of a project development team, finishing drafts and passing them on to one or more SMEs for a technical edit for accuracy and completeness. Editing and formatting documents originated by other team members. Interviewing SMEs and conducting research as necessary.

Position Requires:

- Bachelor's Degree from an accredited college/university in Technical communications or a related area
- 5+ years experience in writing Request for Proposal (RFP) or Invitation to Bid (ITB) documentation for Information Technology projects whose budget was greater than \$3,000,000 or whose timeline was greater than 3 years or whose scope involved the rewrite of a large, complex system similar to this one. Experience should be in the actual writing of the RFP and ITB, not the responding to an RFP or ITB.
- 5+ years experience in participating in the RFP evaluation and selection process for projects similar in size and scope to this project
- 2+ years experience in technical and language abilities, research, and writing skills
- 2+ years experience in information design and information architecture
- 3+ years experience in training material development, illustration, and typography skills
- 3+ years experience in gathering information, analyzing subject and audience, and producing clear documentation that is accurate, complete, unambiguous, and concise
- 3 years experience in verbal and written communication with clients and technical staff in English
- Excellent verbal and written communication skills in English



Attachment 7 – Résumé Summary Templates

The Contractor must complete and submit Résumés for:

- PCO Manager
- System Architect/Technical Analyst
- Data Modeler
- Business Analyst
- Quality Assurance/Usability Testing Specialist
- Reports Specialist
- Technical Writer

The Contractor must use the Résumé Summary Templates provided in this attachment. Résumés for these Personnel should not exceed four (4) pages each in length.



Attachment 7 – A. PCO Manager/Senior Project Manager Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Project Manager</i>
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	80 - 100% DO NOT CHANGE THIS PERCENTAGE

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained. The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractors Response
<i>Ten+ years' documented recent experience in successfully managing IT projects (full project lifecycle) whose scope included rewriting a large, complex existing systems, whose budget was greater than \$3,000,000 (excluding hardware/software costs), and whose timeline was greater than 3 years</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>Ten+ years' documented recent experience in project management with major experience managing projects with multiple vendor activities</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>5 years experience managing a large, complex multi-year systems development projects similar in size and scope to this project</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hours from an accredited college or university in Computer Science or an IT related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>
<i>Certification: Project Management Professional certification or 10 years of project management experience within an IT related field.</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>If yes, provide copy of certification or verification of work experience.</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to



contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	<i>Major(s) area of study: EXAMPLE: Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	<i>Major(s) area of study: EXAMPLE: Management</i>	<i>Minor area of study: EXAMPLE: Economics</i>
University	<i>(include address) Example: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 7 – B. System Architect / Technical Analyst Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Technical Lead</i>
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	50% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
<i>10+ years of experience in System Architecture, performing IT system assessments, and providing architectural services for large, complex multi-year systems development projects similar in size, scope and complexity to this RFP</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>10+ years experience in architectural design, systems analysis and design, and implementation of highly available, scalable and maintainable enterprise architecture solutions</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>10+ years experience working with Unix and Windows operating systems in a client-server environment utilizing Oracle databases and a wide range of web development technologies, such as J2EE, Web Services, and XML</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>7+ years experience creating technical roadmaps to develop and implement a complex system rewrite in a phased approach and working with object oriented design and development, UML, modeling tools and architect tools</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hours from an accredited college or university in Computer Science or an IT related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to



contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 7 – C. Senior Data Modeler Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Technical Lead</i>
Key Personnel:	Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	25% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
<i>5+ years experience in relational / dimensional data modeling</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>5+ years experience in data requirements gathering, interpretation of process models, modeling session facilitation</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>5+ years experience in Database Management Systems concepts</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hours from an accredited college or university in Computer Science or an IT related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	



Employer: <i>identify employer at the time of experience</i>
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>
Description: <i>brief description of responsibilities for the project. Include software version</i>

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 7 – D. Business Analyst Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Business Architect</i>
Key Personnel:	Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	60% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
<i>5 years experience eliciting and documenting business and functional requirements for complex web-based systems</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>5 years experience performing complex business task analysis to evaluate and document change requests</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>5 years experience conducting peer reviews to validate business and functional requirements</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>3 years experience creating usability test plans, test scenarios and testing scripts, documenting the results of usability testing, and facilitating sessions in which clients review usability testing results</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hours from an accredited college or university in an IT related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>If yes, provide copy of certification or verification of work experience.</i></p>



List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



**Attachment 7 – E. Quality Assurance / Usability Testing Specialist
Resume Summary Template**

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: QA and Testing Specialist</i>
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	75% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
<i>5+ years experience in participating in the requirements elicitation sessions as they pertain to Quality Assurance and Usability Testing for projects similar in size and scope to this project</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>5+ years of experience in the fields of quality assurance and usability testing</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>5 years experience creating usability test plans, test scenarios and testing scripts, documenting the results of usability testing, and facilitating sessions in which clients review usability testing results</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hours from an accredited college or university in an IT related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>If yes, provide copy of certification or verification of work experience.</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to



contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s , and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 7 – F. Reports Technical Specialist Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Reports Specialist</i>
Key Personnel:	Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	25% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
<i>5+ years experience in developing and creating technical reports from diverse and complex data sets with report creation and development programs and software such as Oracle Business Intelligence Tools, Business Objects / Crystal Reports or other reporting language(s)</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
<i>5+ years experience in participating in the requirements elicitation sessions as they pertain to reporting requirements for projects similar in size and scope to this project</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>2+ years experience in Oracle, Java, SQL databases, and SQL programming languages</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
<i>Education: Minimum 32 semester credit hour from an accredited college or university in Business Studies / Administration / Management, Computer Science/Information Technology or a related field</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/> <i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>
<i>Certification: IT Professional certification or 5 years of technical experience within an IT related field.</i>	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/> <i>If yes, provide copy of certification or verification of work experience.</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By



submission of this information, the contractor and identified key person authorize the State of Michigan to contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 7 – G. Technical Writer Resume Summary Template

Proposed Resource Name:	
Proposed Classification:	<i>EXAMPLE: Technical Writer</i>
Key Personnel:	Yes <input type="checkbox"/> or No <input checked="" type="checkbox"/>
If resource is associated with a subcontractor provide name of company:	
Percentage of time resource will be allocated to project:	35% (approximately)

Contractor: List the skills and experience that qualify the individual for the duties and responsibilities on this project for the proposed role. Provide the name of the project(s) and the year(s) the experience was obtained.

The experience requirements detailed in the RFP are restated as follows:

Required Skills	Contractor's Response
5+ years experience in writing Request for Proposal (RFP) or Invitation to Bid (ITB) documentation for Information Technology projects whose budget was greater than \$5,000,000 or whose timeline was greater than 3 years or whose scope involved the rewrite of a large, complex systems. Experience should be in the actual writing of the RFP and ITB, not the responding to an RFP or ITB.	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: <i>EXAMPLE: 5 yrs exp with (vendor name) implementing multimillion-dollar, statewide implementations of intelligence management and analysis systems</i></p> <p>Name of project(s) and year(s) experience was obtained: <i>EXAMPLE: Michigan Infinity Project – 1995 to 1998; Ohio Intelligence Center Project – 1998 to present</i></p>
5+ years experience in participating in the RFP evaluation and selection process for projects similar in size and scope to this project	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
2+ years experience in technical and language abilities, research, and writing skills	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
2+ years experience in information design and information architecture	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience:</p> <p>Name of project(s) and year(s) experience was obtained:</p>
Education: Minimum 32 semester credit hour from an accredited college or university in Technical Communications or a related field	<p>Does resource have this required skill: Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p><i>EXAMPLE: Master's Degree in Computer Science – see Education information below</i></p>

List client references for work performed to meet the requirements stated above, and all projects the proposed resource has worked on in the last three (3) years. A minimum of three (3) references are required. By submission of this information, the contractor and identified key person authorize the State of Michigan to



contact references and previous employers provided to verify the accuracy of the information. Provide the identified information for each:

Start Date: <i>date started on project</i>	End Date: <i>date rolled off project</i>
Client/Project: <i>Client, with contact information (i.e.: address, phone #s, and email address), and project name</i>	
Employer: <i>identify employer at the time of experience</i>	
Title/Percentage of time: <i>title of role on project and percentage of time spent on project</i>	
Description: <i>brief description of responsibilities for the project. Include software version</i>	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

Start Date:	End Date:
Client/Project:	
Employer:	
Title/Percentage of time:	
Description:	

EDUCATION

Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Master in Engineering</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE - Computer Science</i>	
University	<i>(include address) EXAMPLE: MSU – East Lansing, Michigan</i>	

Additional Education		
Degree (i.e. PhD, Master's, Bachelors)	<i>EXAMPLE: Bachelors' in Business Administration</i>	Year Completed:
Program	Major(s) area of study: <i>EXAMPLE: Management</i>	Minor area of study: <i>EXAMPLE: Economics</i>
University	<i>(include address) EXAMPLE: Central MI University, Mt. Pleasant, MI</i>	

TRAINING – Provide any relevant technical or professional training related to the role resource will be providing on this project.

Technical or Professional Training	
Course Name	
Topic	<i>(include credit hours if applicable)</i>
Date taken	

Certifications/Affiliations	
Name	
Topic/Description	
Date completed	

The Bidder must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project.



Attachment 8 – Initial Project Plan

The JDM project plan incorporates the most current methodologies used by project planning professionals, along with a realistic set of activities that acknowledges our deep understanding of setting up and implementing Project Control Offices. Our plan will allow for the initial setup of the Project Control Office and activities, along with the Project Management oversight required for the various phases of the consolidation efforts of the three Office of Financial and Insurance Regulation’s systems. The sections below outline our project plan control approach, concluding with the importance of preparing relevant reports to provide transparency on project status to the members of the project team.

Project Plan Management

The JDM Project Manager will focus on setting up and implementing the Project Control Office according to standard project management guidelines by using a project plan to deliver the specific project requirements. JDM’s knowledge of business processes, experience with our Project Management Methodology (PMM) and Software Engineering Methodology, and adherence to the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK®) methodologies will provide successful delivery of the application. JDM has assembled a team that is knowledgeable of the SUITE methodology used at the State and will use the applicable templates for this project. This approach will make sure that the project is conforming to both industry standards and the State’s internal standards. JDM will incorporate the SUITE processes and tool set to ensure the final quality and end user satisfaction for the project.

JDM understands that this project will be carried out under the direction and control of the OFIR Executive Sponsor and the MDIT Senior Project Manager. Furthermore, no changes to the scope, timeline or cost will be made without prior written approval of the OFIR Executive Sponsor.

Communication is critical to successful project management. To facilitate communication among the stakeholders, the JDM Project Control Office Project Manager will meet weekly (at a minimum) with the State Senior Project Managers, the Executive Sponsor and the project team. This meeting will provide the basis for reviewing progress and providing necessary guidance to the JDM Project Control Office Project Manager in resolving problems as they arise. The Communication section below outlines the communication process used by the JDM team. The following initial communications will be established:

Audience	Report	Description	Frequency
MDIT Project Manager, OFIR Executive Sponsor, Project Team	Written Weekly Status Reports	Provide Status on: <ul style="list-style-type: none"> • Work accomplished during the reporting period • Highlight of milestones achieved • Work to be accomplished during the next reporting period • Issues/Concerns 	Weekly
MDIT Project Manager, OFIR Executive Sponsor, Project Team	Issues and Risks Reports	Provides a list of discovered issues and potential risks that may impact the scope, schedule or project costs	Weekly
MDIT Project Manager, OFIR Executive Sponsor	Quarterly Project Evaluations	Discuss the evaluation and determine if changes to the project plan are required	Quarterly
MDIT Project Manager, OFIR Executive Sponsor	Schedule Slippage	Schedule slippage that impacts the critical path and cannot be corrected within a two week time period without changes to scope or cost.	Immediately, as needed

Preliminary Project Plan

The Preliminary Project Plan was created by developing a Work Breakdown Structure (WBS) and identifying milestones, tasks for achieving the milestones, project schedules, duration in hours, details of resources executing the tasks, and the Critical Path.



JDM has included a Microsoft Project preliminary project plan at the end of our response that encompasses the following:

- Description of the deliverables to be provided under this contract
- Target dates and critical paths for the deliverables
- Internal milestones
- Task durations

Also included in the preliminary project plan is the overall initial project plan for managing the project plans. The plan consists of proven JDM methods, tools, and processes, which tracks and manages the plans in all phases. The plan consists of proven issue management, change management, communications, and risk management processes. These processes are all derived from Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK®) and incorporate the State's Project Management methodology. The combination of these tools, methodologies, and processes constitute the Project Management Plan and ensure its timely implementation.

A roles and responsibilities matrix for JDM is also included in Résumés tab in the main body of the RFP Response.

JDM has reviewed the State's current environment and software listed in Section 1.103 and the related Websites. At this time, no additional commodities have been identified. The JDM team will provide a final project plan within 15 days of contract award as outlined in the Project Control Section.

Orientation Meeting

The JDM team will participate in the orientation meeting within ten (10) business days from the execution of the contract to discuss the content and procedures of this contract. The orientation meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and JDM. The State shall bear no cost for the time and travel of JDM resources for attendance at the meeting.

Performance Review Meetings

JDM will attend monthly (or more frequently if mutually agreed on) performance meetings to review the performance under this contract. The performance review meetings will be held in Lansing, Michigan. JDM will assume responsibility for the meeting costs it incurs, including travel.

Project Control

JDM will establish standard tools and processes related to the Project Management Institute and the State's Project Management Methodology (PMM) to support the successful completion of work and deliverables proposed in this solution. JDM understands that this project will be executed under the direction and control of the Michigan Department of Information Technology (MDIT).

Within 15 business days of contract execution, JDM will submit an updated project plan to the State Project Manager for approval. The initial plan will cover all work required prior to the award of the Development and Implementation RFP. The project plan shall be in agreement with Article 1, Section 1.104 Work and Deliverables, and include the following:

- Project Organizational Structure – Organizational structure will outline the JDM team's structure, including the lines of authority and the key and non-key personnel assigned to this project
- Project Staffing – Project staffing table will provide the names and titles of personnel assigned to the project. This will be in agreement with staffing of the accepted proposal. Necessary substitutions because of changes in employment status and other unforeseen circumstances may only be made with prior approval from the State
- Work Breakdown Structure – Project breakdown (work plan) will show subprojects, activities and tasks, and resources required and allocated to each
- Graphic Display – Time-phased plan that shows each event, task, and decision point in the work plan will be illustrated in a graphic display. Based on the various project management and project control offices that JDM team supports, we fully understand and embrace the State's Project Management and SUITE methodology. JDM will use Microsoft Project for planning, monitoring, and tracking the contract's progress and the level of effort that contractor personnel spend performing services under the contract. Microsoft Project also will be used to create the project schedule to produce the State project requirements for planning, including the following:



- Staffing tables
- Project plan detail (including plans for all services to be performed within the next 15 business days, updated semi-monthly)
- Regular updates based on a mutually agreed on schedule
- Graphs that show critical events, dependencies, and project decision points

Project success is measured by delivering the projects on time and within budget. Key components to repeated success are having project control processes in place. JDM uses proven methodologies and processes to expedite management decisions and eliminate roadblocks. We will work with MDIT to provide the best alternatives and resolutions to minimize overall impact to the project.

Reports

JDM will collaborate with the State's project manager within 15 business days after the execution of the contract resulting from this RFP to produce comprehensive project reports. We will provide appropriate inputs for project schedule status, activities of the past month, activities for the next month, deliverables, issues, resolution of prior issues, percentage complete and estimate to complete. The project status report PMM-13 is one of the standard reports that will be utilized for its content. Additional formats will be reviewed with the State for their approval.

JDM will maintain progress and resource schedules for all tasks under or monitored and controlled by this contract. This includes:

- Gantt charts
- Resource schedule reports
- Progress reports

All documentation will be provided to the State in hard copy and in Microsoft Word electronic format and will not include our name, logo or other company identifier. All documentation submitted from JDM will contain a title page with the following information:

- Contract number
- Contract expiration date
- Task name (if applicable)
- Deliverable name
- Company Name: JDM Systems Consultants
- Project Manager Name
- Date of deliverable or report
- Time period of the deliverable or report

Project Management

As an industry leader in project management, JDM understands that rigorous project management and control is the key to success. Our strengths include prior experience at clients within the State of Michigan, resources knowledgeable with the State's process and tools, and our highly skilled project management team. Our Senior Project Manager uses proven methodologies and processes to expedite management decisions and eliminate the roadblocks that issues, risks, and changes create. JDM will work with MDIT to provide the best alternatives and resolutions to minimize overall impact to the project. We also offer our knowledge and understanding of project management methodologies and would like to be involved in the continued efforts of both MDIT and the State to continually improve the State's project management processes.

The following sections provide details of JDM's approach to issue, risk, and change management.

Issue Management

Issues are an expected occurrence during the course of a project of this size and scope. An issue is an identified event that if not addressed may affect schedule, scope, quality or budget. Issue management captures, surfaces, escalates, and resolves these unplanned events to eliminate or minimize impact on the attainment of project milestones. Issue tracking and mitigation identification and resolution are the responsibility of the Project Control Office.



JDM employs an aggressive approach to issue identification and resolution. A key role of the Project Control Office is to detect issues that the team may not have clearly articulated. As meeting and communication facilitators, the Project Control Office has unique access to a wide array of independent data sources for identifying issues early that otherwise can go undetected.

Possible sources of issues in this category include the following:

- Recurring problems between project teams
- Problems for which no one claims ownership
- Changes in work patterns around a project deliverable

Once it has been determined there is an issue, we follow a formal issue management process. JDM recommends using the State's PCO Web toolset to document and track issues. The tool is used across the State in other projects for project management. It can be easily used for this project to provide the reports and tracking necessary for issue management. With the use of Issue Tracker, a PCO toolset feature, open issues will be reviewed in a periodic meeting, as agreed upon. The decisions made about each issue will be reviewed and documented.

The issue tracking tool can be readily accessed by project participants. This tool generates a number of reports in various formats, covering topics including the following:

- Open issues
- Closed issues
- Issues still outstanding after 30, 60, and 90 days
- Issue details
- Escalated issues

The issue tracking tool also facilitates communication through automated notifications that can be tailored to meet individual project needs. The Project Manager enters the issue into a tracking repository for documentation. The issue log will be updated weekly with the following information:

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

The Project Manager reviews issues at regular project meetings, where the Project Manager assigns responsibility and accountability to appropriate personnel and tasks them with resolving the issue at the lowest level. When issue resolution requires changes to the approved baseline project plan, JDM will resolve that issue using change control processes.

When issue resolution requires changes to the approved baseline project plan, the issue will be converted to a change request and follow that process for final approval. An effective issue management process is a vital communication mechanism for all projects.

Once an issue has been identified, JDM will follow the following steps:

- Immediately communicate the issue in writing to the MDIT Project Manager
- JDM will log the issue capturing the information noted above
- Identify what needs to be done and the resources to correct the issue
- Review and receive approval from the MDIT Project Manager for the appropriate action
- Keep the MDIT Project Manager and appropriate parties informed on the status of the issue
- On a monthly basis, provide a listing of all issues and their current status, estimate to correct (if the issue is still open) and actual date of resolution (if the issue is closed)



Effective issue tracking also involves escalation procedures. Once the Project Manager enters an issue, we evaluate the issue to determine any immediate impact to scope or schedule. The project team will review each issue and determine its owner. The Project Manager continues to track the issue until it has been resolved. If the resolution involves a change in either scope or schedule, the project team will follow the change management procedure. The Project Manager escalates issues to the MDIT Project Manager either when resolution requires their level of authority or when the assigned personnel cannot resolve an issue in a timely fashion at a lower level. Additionally, even when the project team can resolve issues, the team may escalate those issues when visibility to senior management is appropriate.

The Project Control Office uses a combination of formalized processes and sound professional judgment so that data-driven decisions are directed to appropriate decision-makers. Often, project-level decisions can be resolved by project leaders. Even when issues can be resolved by the project team, issues are escalated when visibility to the MDIT Project Manager is appropriate.

JDM uses our professional judgment to make sure we appropriately communicate and resolve issues. An issue that cannot be resolved at a particular organizational level must be escalated to ensure the issue is brought to the attention of appropriate parties and resolved using the escalation path outlined below:

- Level 1 – Business Leads
- Level 2 – Project Manager
- Level 3 – Executive Sponsor and Subject Matter Experts (SME's)

Risk Management

The success of each phase of this project depends on diligent management of threats to the delivery of services to users, clients, and project support staff. JDM applies a proactive risk management approach that identifies project risks and the actions to mitigate or eliminate those risks. JDM starts risk management during the development of a Statement of Work and is carried through to project completion.

JDM's risk management success is based on the following elements:

- Success-oriented approach to risk detection and solution strategies
- Expedited communication to encourage personnel at all levels to interact
- No-blame culture that brings problems and concerns into the open, allowing the team to take responses, put plans in place, and reduces risks across the enterprise

The risk management process involves both JDM and the State's project teams. Risk planning, assessment, analysis, handling and reporting are key elements in the JDM risk management process, a process that is repeatable throughout each project.

Listed below is an in-depth description of each of the risk steps.

Risk Planning

Risk planning involves assessing project risk factors by identifying and documenting them. JDM and other stakeholders identify initial risks and assumptions during the facilitated sessions. JDM identifies key resources and invites them to the business requirements session, because it is important to elicit concerns and assumptions that may or may not jeopardize project success.

JDM captures these issues as risks and documents them for further analysis, forming the initial risk management plan. As the project moves through design sessions, JDM identifies and documents additional risks in a process that continues throughout the project lifecycle.

Risk Assessment

JDM and the State's project teams assess the documented risks for ranking from high to low. The ranking is the result of multiplying the impact rating times the probability rating. The risk value ranks individual risks in priority from 1 to 99 with 1 being the lowest rating. The higher the risk value, the higher the probability for managing the risk. This evaluation takes into consideration project attributes including size, effort, cost, structure, and technology. The JDM Project Manager enters the risks into the Risk Management Plan for tracking and status updates.



The JDM and MDIT Project Managers will determine whether the risk should be accepted, mitigated, or avoided, and develop a risk management plan, as appropriate. Collaboratively, the project managers can assess alternative mitigation strategies.

Risk Analysis

Although all risks are part of the risk management plan, those risks that have a high or medium-level of risk exposure require documented project risk action and contingency plans. The risk action plan describes the actions JDM will take to eliminate or minimize the impact. The contingency plan outlines the plan of action JDM will take if we cannot prevent or minimize the risk.

Low level risks receive regular review with project owners to maintain the low rating. JDM will refer significant risks (those that have the most immediate and ultimate impact on the project) to the MDIT Project Manager to determine the appropriate action.

Risk Handling

Handling risk involves creating the actual risk mitigation plan for each of the identified risks. The process of risk handling requires the following steps:

- Identify actions that JDM can take to avoid or mitigate each risk
- Determine which actions JDM should incorporate into the project plan
- Assign target dates for reduction in risk likelihood or impact
- Monitor risk status and mitigation actions identified on the risk mitigation plan by using the risk identification and project risk mitigation and contingency documents

Having risk action plans in place provides a measure of confidence that JDM will manage the risk when it occurs. Once a risk has occurred, project managers must determine the corrective action that JDM needs to take to minimize the impact to the project.

Risk Reporting

JDM will develop our risk reporting approach in accordance with the State's Project Management methodology and the PMBOK® to provide visibility into known project risks and to provide status on the mitigation progress. As JDM identifies, assesses, and accepts risks, those risks become part of the Risk Identification Log that documents each risk, priority, impact, and exposure. When JDM identifies risks with an exposure level of medium or high, the JDM Project Manager enters those into the project risk mitigation and contingency plan. This plan documents the risk identification number, mitigation action, measurement, planning, tracking, and contingency actions. Once a risk no longer has the potential to impact project performance or key measures (probability, impact, time, or proximity), JDM will document risk closure. The risk owner will communicate the resolution to the project team and affected groups, and the JDM Project Manager will close that risk on the Risk Identification Log. At the end of each project, JDM analyzes identified risks to assess their final impacts and to capture lessons learned for application to future projects. JDM has the reputation of delivering projects on-time and within budget. One of the key elements in this success is the recognition of risk and the implementation of contingency plans to minimize them.

JDM will submit an initial formal risk management plan for State review within 20 business days after contract award date. This plan will be developed according to the State's PMM standards and, once agreed upon by both JDM and the State, will become the standard to follow throughout the duration of the project. The plan will be updated either bi-weekly or on a mutually agreed upon schedule. JDM recommends utilizing the State's Web toolset to document and track risks.

Change Management

Scope control, including a structured change management process, is essential to successful implementation of large, complex software projects. Inevitably, new requirements surface as projects move toward completion. Managing changes to the baseline project plan is accomplished by incorporating only approved changes – changes that are documented and approved through the change control process. This is an iterative process, triggered by formal change requests. The JDM team includes the following work elements in this process:

- Identify project changes and accept change requests
- Evaluate impact of change requests
- Review change requests
- Revise project plans and work products



- Communicate status of changes
- Review change control process

JDM currently follows a change management process that captures and classifies changes to evaluate the impact of the change. The change management process and approvals are based on the size of the change in relationship to the total project. Formal change control is required when issues or external forces drive alterations to the approved project budget, staff levels, scope, major milestones, or release date. Minor changes to the project schedule do not conflict with major milestones and can be readily absorbed, perhaps through extending the workday or workweek. The weightier changes that require more elaborate control actions can arise from a variety of sources. The following are typical sources of significant change:

- New interpretations of policy
- Legislative mandates
- Determination in the design phase that requirements were missed
- Scope problems discovered during testing

Regardless of the source, a process is required to give the project the time and opportunity to evaluate proposed change controls and to determine if the risk, change in software function, and impact to schedule, professionals, and funding are warranted. The change management process is a vital communication mechanism on any project, as well as an integral part of the requirements traceability process in mature software development organizations.

JDM evaluates change controls based on the following criteria:

- Impact on an individual release or project delivery date
- Potential changes to the project requirements
- Effects on the project resource plan
- Introduction of medium or high risk activities into the project

Priority also plays a role in the change management process. JDM uses the following classifications to prioritize change. These classifications and their definitions have been used successfully by JDM at other clients:

- Critical – The change is unavoidable, the impact can only be minimized unless action is taken
- High – The change is necessary to support the business requirements
- Medium – The change can be deferred but offers significant business and technical advantage
- Low – The change easily can be deferred and offers little business and technical advantage

Below is a listing of key steps in the JDM change management process.

1. Identify and Document Change Requests
2. Validate Change Requests – The JDM Project Manager performs a key function such that requests are evaluated as the manager enters them and are signaled by e-mail notification
3. Assign Change Request Owner – The JDM Project Manager makes sure that the initial information is correct, makes an assignment for evaluation, and can initiate additional communication depending upon the urgency and criticality of the change control
4. Collect Change Request Details – The change request owner of the request follows a tailored process to make sure that all affected parties submit any estimates and impacts of the change control
5. Request Project Leadership Team review meeting
6. Convene Project Leadership Team review meeting
7. If the cost of the change or combination of changes results in a change in project baseline, approval of the OFIR Executive Sponsor is required
8. Once the JDM Project Manager receives change approval, a program change request and obtain approval for any change that increases total project cost must be completed
9. Project Leadership Team Decision and Closure – The JDM Project Manager is responsible for issuing a listing of approved change controls and unapproved change controls

Close Change Request – The JDM Project Manager closes the change control in the tracking tool and captures user identification, date, and time stamp.

Attachment 9 – OFIR PCO Contract Pricing Table

ID	Deliverable Item	Number of hours *	Year 1 Cost **	Year 2 Cost **	Year 3 Cost **	Year 4 Cost **	Year 5 Cost **	Reserve Bank Totals	Total Cost
1	Senior Project Manager (See RFP, Article 1, Section 1.104, Sub-sections D.1.a and D.1.b.)	100%=1,984 hrs/yr	\$218,240.00	\$218,240.00	\$218,240.00	\$218,240.00	\$218,240.00		\$1,091,200.00
2	Senior Systems Architect and Technical Analyst (See RFP, Article 1, Section 1.104, Sub-sections D.2.a. and D.2.b.)	50%=992 hrs/yr	\$109,120.00	\$109,120.00	\$109,120.00	\$109,120.00	\$109,120.00		\$545,600.00
3	Senior Data Modeler (See RFP, Article 1, Section 1.104, Sub-sections D.3.a. and D.3.b.)	25%=496 hrs/yr	\$47,120.00	\$47,120.00	\$47,120.00	\$47,120.00	\$47,120.00		\$235,600.00
4	Senior Business Analyst (See RFP, Article 1, Section 1.104, Sub-sections D.5.a. and D.5.b.)	60%=1,190 hrs/yr	\$107,100.00	\$107,100.00	\$107,100.00	\$107,100.00	\$107,100.00		\$535,500.00
5	Senior Quality Assurance and Usability Testing Specialist (See RFP, Article 1, Section 1.104, Sub-sections D.6.a. and D.6.b)	75%=1,488 hrs/yr	\$141,360.00	\$141,360.00	\$141,360.00	\$141,360.00	\$141,360.00		\$706,800.00
6	Report Technical Specialist (See RFP, Article 1, Section 1.104, Sub-sections D.7.a. and D.7.b.)	25%=496 hrs/yr	\$39,680.00	\$39,680.00	\$39,680.00	\$39,680.00	\$39,680.00		\$198,400.00
7	Technical Writer (See RFP, Article 1, Section 1.104, Sub-sections D.8.a. and D.8.b.)	35%=694 hrs/yr	\$55,520.00	\$55,520.00	\$55,520.00	\$55,520.00	\$55,520.00		\$277,600.00
Reserve Bank Of Hours (See RFP, Article 1, Section 1.101 - In Scope; also see Section 1.104, sub-section F.)									
8	Sample 1 - Trainer - on site	800	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$300,000.00	
	Sample 2 - Project Scheduler - on site	800	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$300,000.00	
	Sample 3 - System Database Administrator - on site	800	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$300,000.00	
	Sample 4 - Data Loader - on site	800	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$300,000.00	
	Sample 5 - Business Analyst - on site	800	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$300,000.00	
TOTAL FOR RESERVE BANK OF HOURS									\$1,500,000.00
TOTAL FOR RFP									\$5,090,700.00

Hours per year may not exceed 1,984 (2,080 less 96 for State Holidays). Percentages brought forward from Personnel Resume

* Templates.

** Year = State Fiscal year, from October 1 through September 30.

*** Hourly Rates used in these calculations are brought forward from the appropriate table in Attachment 10 - OFIR PCO RFP Price Proposal Labor Rates Tables.



Attachment 10 – OFIR PCO Contract Labor Rates Tables

ID	Table A: Required Positions - Rated Structure	Unit	Unit Rate - Year 1	Unit Rate - Year 2	Unit Rate - Year 3	Unit Rate - Year 4	Unit Rate - Year 5
H.1	Senor Project Manager - on site	Per hour	110	110	110	110	110
H.2	Senior System Architect / Technical Analyst - on site	Per hour	110	110	110	110	110
H.3	Senior Data Modeler - on site	Per hour	95	95	95	95	95
H.4	Senior Business Analyst - on site	Per hour	90	90	90	90	90
H.5	Senior Quality Assurance / Usability Testing Specialist - on site	Per hour	95	95	95	95	95
H.6	Reports Technical Specialist - on site	Per hour	80	80	80	80	80
H.7	Technical Writer - on site	Per hour	80	80	80	80	80

ID	Table B: Reserve Bank of Hours Positions - Rated Structure	Unit	Unit Rate - Year 1	Unit Rate - Year 2	Unit Rate - Year 3	Unit Rate - Year 4	Unit Rate - Year 5
H.9	Trainer - on site	Per hour	75	75	75	75	75
H.10	Release Manager - on site	Per hour	75	75	75	75	75
H.11	Project Scheduler - on site	Per hour	75	75	75	75	75
H.12	Workflow Coordinator - on site	Per hour	75	75	75	75	75
H.13	Technical Control/Infrastructure Support Manager - on site	Per hour	75	75	75	75	75
H.14	System Database Administrator - on site	Per hour	75	75	75	75	75
H.15	Configuration Manager - on site	Per hour	75	75	75	75	75
H.16	Application Planning and Preparation Staff - on site	Per	75	75	75	75	75



		hour					
H.17	Data Environment Planning and Preparation Staff - on site	Per hour	75	75	75	75	75
H.18	Data Loader - on site	Per hour	75	75	75	75	75
H.19	Data Utilities Administrator - on site	Per hour	75	75	75	75	75
H.20	Testing Technician - on site	Per hour	75	75	75	75	75
H.21	Business Analyst - on site	Per hour	75	75	75	75	75
H.22	Other	Per hour	75	75	75	75	75
H.23	Other	Per hour	75	75	75	75	75
H.24	Other	Per hour	75	75	75	75	75
H.25	Other	Per hour	75	75	75	75	75