

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

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B0200353
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220	James Alger	Jim.alger@gnosistec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 881-8693	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-881-8693	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: RE:START DTMB DHS SACWIS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 30, 2010	September 29, 2012	2, 1 Year Options	September 29, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		September 29, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$2,049,568.40		

Effective immediately, Terri Jardot replaces Monika Venkata – Testing Technician at \$53.35 per hour.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor and agency agreement and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET August 23, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

CHANGE NOTICE NO. 8
 To
CONTRACT NO. 071B0200353
 Between
THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220	James Alger	Jim.alger@gnosistec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 881-8693	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 881-8693	Suskab2@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: RE:START DTMB DHS SACWIS			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
1 Yr.	September 30, 2010	September 29, 2012	2, 1 yr. options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE: September 29, 2013
<p>Effective August 21, 2012, this contract is hereby EXTENDED to September 29, 2013 and INCREASED by \$683,190.40. Please also note that the buyer has been changed to Joe Kelly. All other terms, conditions, pricing and specifications remain the same. Per agency and vendor agreement and DTMB Procurement approval and the approval of the State Administrative Board on August 21, 2012.</p>	
VALUE/COST OF CHANGE NOTICE:	\$683,190.40
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$2,049,568.40

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48913

May 4, 2012

CHANGE NOTICE NO. 7
 To
CONTRACT NO. 071B0200353
 Between
THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220	James Alger	Jim.alger@gnosistec.com
	TELEPHONE (517) 881-8693	CONTRACTOR #, MAIL CODE

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 881-8693	Suskab2@michigan.gov
BUYER:	DTMB	Tammi Hart	(517) 335-4770	Hartt3@michigan.gov

INITIAL CONTRACT SUMMARY:			
DESCRIPTION: RE:START DTMB DHS SACWIS			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
1 Yr.	September 30, 2010	September 29, 2012	2, 1 yr. options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:	
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, NEW EXPIRATION DATE:
<p>Effective immediately, the DTMB Project Manager has changed from Laurie Johnson and Anthony Sessions to Duane Kerkstra 235 S. Grand Ave. Lansing, MI 48933 (517) 373-8054 kerkstrad@michigan.gov</p>	
VALUE/COST OF CHANGE NOTICE:	\$0.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,366,378.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 28, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
CONTRACT COMPLIANCE INSPECTOR: Barb Suska RE:START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2012	
TERMS <p style="text-align: center;">N/A</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>	

NATURE OF CHANGE(S):

Effective immediately, Sami Mohammed replaces Rachana Siricilla – Tester at \$53.35 per hour.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per agency and vendor agreement and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,366,378.00

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

August 17, 2011

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
CONTRACT COMPLIANCE INSPECTOR: Barb Suska RE: START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2012	
TERMS <p style="text-align: center;">N/A</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>	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby EXTENDED to September 29, 2012 and INCREASED by \$683,189.00. Please also note that the buyer has been CHANGED to Tammi Hart.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per agency and vendor agreement and DTMB/Purchasing Operations approval and the approval of the State Administrative Board on August 16, 2011.

INCREASE: \$683,189.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,366,378.00

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

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

March 11, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-2943 Dana Schafer
CONTRACT COMPLIANCE INSPECTOR: Barb Suska RE:START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2011	
TERMS <p style="text-align: center;">N/A</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>	

NATURE OF CHANGE(S):

Effective March 21, 2011, Rachana Siricilla replaces Sravanthi Kandikant-Tester at \$53.35 per hour.

Please also note, the buyer has been changed to Dana Schafer.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per agency and vendor agreement and DTMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$683,189.00

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

February 22, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-0305 Paula Greathouse
CONTRACT COMPLIANCE INSPECTOR: Barb Suska RE:START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2011	
TERMS <p style="text-align: center;">N/A</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>	

NATURE OF CHANGE(S):

Effective immediately, Jaison Mathew replaces Ursula Lincoln-Sr. Testing Engineer at \$72.75 per hour. Sravanthi Kandi Kanti replaces Lakshmi Koduri-Tester at \$53.35 per house and Mounika Venketa replaces Georgine Patterson at \$53.35 per hour.

Also, the buyer has been changed to Paula Greathouse and the Contract Compliance Inspector has been changed to Barb Suska.

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON(S):

Per agency and vendor agreement and DTMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$683,189.00

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

October 19, 2010

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 Jacque Kuch
CONTRACT COMPLIANCE INSPECTOR: Patty Bogard RE:START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2011	
TERMS <p style="text-align: center;">N/A</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>	

NATURE OF CHANGE(S):

Effective immediately, the Quality Assurance Analyst III, Jodi Marrah is replaced with Rick Golden. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per Agency and vendor acceptance.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$683,189.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 20, 2010
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B0200353
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Gnosis Technologies 2562 Brookview Lane Dewitt, MI 48220 Email: jim.alger@gnosistec.com	TELEPHONE James Alger (517) 881-8693 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 Jacque Kuch
CONTRACT COMPLIANCE INSPECTOR: Patty Bogard RE:START DTMB DHS SACWIS	
CONTRACT PERIOD: From: September 30, 2010 To: September 29, 2011	
TERMS <p style="text-align: center;">N/A</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>	

TOTAL CONTRACT VALUE: \$683,189.00

FOR THE CONTRACTOR:

Gnosis Technologies

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

 Signature
 Jacque Kuch, Buyer

 Name/Title

 IT Division
 Division

 Date



SECTION I GENERAL INFORMATION

I-A PURPOSE

This Contract is for temporary professional services to assist the Department of Technology, Management, and Budget (DTMB) and the Department of Human Services (DHS) in performing quality control for design, development, and implementation of a Statewide Automated Child Welfare Information System (SACWIS).

Two types of Quality Control (QC) services are required, and will be implemented in two phases.

Phase 1 of the QC contract focuses on preparing for the arrival of the Design, Development & Implementation (DDI) Contractor. The QC Contractor is focusing on building a project knowledge base in preparation for on-boarding the remaining QC testing resources in Phase 2. The QC will initially support the State in evaluating the responses to the DDI Request For Proposal (RFP). This activity will be relatively short-lived but will provide the QC Contractor the required project knowledge to assist the State in the development of the project's quality processes before the DDI Contractor arrives. The Phase 1 quality control activities continue through the duration of the Restart and are further described in the Statement of Work.

Phase 2 of the QC contract is more technical in nature and more labor intensive. Engagement of the QC testers in the Joint Application Design (JAD) sessions with the DDI Contractor will build the foundation for the QC testing team. Involvement in the requirement definition phase of the SACWIS Project will provide the solid base for the testers to write test scenarios/cases which are associated to business and technical requirements. The testers can then work with the State and develop automated testing scripts using selected tools to execute testing. The QC Contractor will primarily focus on the integrity of the application in the System Test environment. However the QC will also have quality obligations in all project system environments. The QC Contractor will also be considered the subject matter expert on issue of testing for the Project. The State will emphasize adherence to the project Defect Severity Criteria and prohibitions on defect propagation to higher environments.

The State will award one (1) ReStart contract for Quality Control services that includes a total of five (5) individuals. Phase 1 services begin September 30, 2010, and include one (1) Quality Control Project Manager and one (1) Quality Assurance Analysts III. Phase 2 services are expected to begin January 19, 2011, although the start date is approximate depending on award of the DDI contract. Phase 2 services include one (1) Testing Technician Senior and two (2) Testing Technicians.

The vendor awarded this ReStart contract is prohibited from bidding on any other SACWIS project procurement, including participation as either a prime contractor or subcontractor on the Request for Proposal (RFP) for SACWIS project Design, Development, and Implementation (DDI) or any other SACWIS project procurement such as Program Management or Independent Verification and Validation (IV&V), except for additional Quality Control services augmentation.

The contract period will be from approximately September 30, 2010, to September 29, 2011, up to 1,984 hours per position, with two one-year options. The State does not commit to procuring services in the quantities estimated or in any other amounts.

I-B ISSUING OFFICE

This ITB is issued by Purchasing Operations, State of Michigan, Department of Technology, Management & Budget (DTMB), hereafter known as Purchasing Operations, for the DTMB and **the Department of Human Services (DHS)**. Where actions are a combination of those of Purchasing Operations, DTMB, and **DHS**, the authority will be known as the State.

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

Jacque Kuch, Buyer



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

I-C PROJECT MANAGER and CONTRACT ADMINISTRATOR

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

The Project Manager for this contract is:

Laurie Johnson, SACWIS Manager
The Department of Human Services
235 S. Grand Ave.
Lansing, MI 48909

The Contract Administrator for this contract is:

Patty Bogard, Contract Administrator
DTMB, Office of Contracts
Constitution Hall, South Atrium
525 West Allegan Street
Lansing, MI 48913
BogardP@michigan.gov

I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS

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

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

I-E PROPOSALS

Reserved

I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT

Reserved

I-G CONTRACTOR RESPONSIBILITIES

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

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

I-H NEWS RELEASES



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

I-I SELECTION CRITERIA

Reserved

I-J INDEPENDENT PRICE DETERMINATION

Reserved

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

Reserved

I-L DISCLOSURE

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

I-M AWARD

Reserved

I-N MODIFICATIONS, REVISIONS, CONSENTS AND APPROVALS

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

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

I-O CONTRACT DOCUMENTS

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

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

and by reference:

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

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

I-P SPECIAL TERMS AND CONDITIONS

1. Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. All work will be performed at the site identified in Section III of this Contract, unless otherwise agreed to by both parties.



3. The Contractor must permit representatives of DTMB, and the agency, and other authorized public agencies interested in the services requested in this Contract to have full access to the services requested showing the Contractor's performance, during normal business hours.
4. The Contractor, during the performance of services detailed in this Contract, will be responsible for any loss or damage to original documents, belonging to the State when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.
5. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by DTMB and the State agencies involved.
6. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the State its agencies, employees and officials, with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.
7. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the State. This includes, but is not limited to, all new business processes created, all planning and design work performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports.

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

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

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

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



13. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.
14. The Contractor shall use all software in accordance with the State's license agreements and any further restrictions imposed by the State. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.
15. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of State systems or network is prohibited. Each person must use State systems and networks only for lawful purposes. Specifically prohibited is any use of State systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any State of Michigan policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from State computer systems or networks.
16. The DTMB and the DHS have developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The selected Contractor must follow any and all standards adopted by DTMB and the DHS. Where standards do not exist, the final acceptance of a new technique, technology, or design will rest with the Project Manager, following consultation and review with DTMB.

I-Q DEPARTMENT AND CONTRACTOR RESPONSIBILITIES

Department Responsibilities:

1. Provide office space within the Departments for temporary employees selected to work on these projects. NOTE: Access to office space during non-working hours must be approved.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from within the Department of Technology, Management & Budget, Agency Services, Departments of State and Treasury, Department of State Division that are project-related.
4. Provide copying services that are project-related.
5. Provide access to Facsimile equipment for items that are project-related.
6. Provide computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the Department.

Contractor Responsibilities:

1. Provide temporary professional services Monday through Friday, during the same work hours as those worked by State employees working at the identified facility.
2. Provide those services requested based on staff having the qualifications identified in this Contract.
3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the State and the contractor at the time of need.



4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the DTMB, DHS and the State.
5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State will advise the Contractor which of the following three options will be employed:

- The State can request the same Contractor replace the individual with an individual of equal or greater qualifications.
 - The State can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
 - The State can re-issue the ITB and obtain a new list of candidates and rates from eligible Contractors.
6. Contractor shall ensure that staff proposed for assignment are fully trained and meet the skill set requirements of the job position being filled.
 7. The State and/or its agencies make changes to their technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular CASE tool in order to perform their State assignment).

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

8. Provide parking when working on-site.
9. Phone calls not related to the project are not to be charged to the State.
10. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed to which they are assigned.
- Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the State.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the State.
- Regularly assess personnel performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.
- Provide training.

I-R USE OF AGENCY STANDARD INFORMATION TECHNOLOGY ENVIRONMENT

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



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

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



SECTION II CONTRACTUAL SERVICES TERMS AND CONDITIONS

II-A CONTRACT PAYMENT

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

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

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

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

II-B ACCOUNTING RECORDS

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

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
2. General Indemnification
The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the State has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the conduct of the State.
3. Patent/Copyright Infringement Indemnification
The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright or trade secret of any person or entity, which is enforceable under the laws of the United States.

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



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

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

II-D LIMITATION OF LIABILITY

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

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

II-E CONTRACTOR'S LIABILITY INSURANCE

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

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

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$100,000 each occurrence and, when



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

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate.

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

II-F CANCELLATION

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

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

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

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

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

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



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

4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-G ASSIGNMENT

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

II-H DELEGATION

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

II-I NON-DISCRIMINATION CLAUSE

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

II-J UNFAIR LABOR PRACTICES

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

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



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

II-K SURVIVOR

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

II-L GOVERNING LAW

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

II-M NO WAIVER OF DEFAULT

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

II-N SEVERABILITY

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

II-O HEADINGS

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

II-P RELATIONSHIP OF THE PARTIES

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

II-Q MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the State upon any contract, debt, or any other obligation to the State, including real property and personal property taxes.
2. **DAMAGES FOR UNAUTHORIZED PERSONNEL CHANGES**
 - a. The Contractor shall not replace the personnel designated in this Contract without the prior, written approval of the State.
 - b. If the Contractor violates this requirement, it shall pay the State, as liquidated damages and not as a penalty, a sum equal to the amount payable under this Contract.
 - c. The State may recover the amount due from the Contractor under this section by setting off against any amount due under this Contract or other contracts it may have with the Contractor.
3. **AUTHORIZATION & CAPABILITY**
 - a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
 - b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.



SECTION III WORK STATEMENT

A. Brief Description of Work

Quality Control (QC) services are critical to the success of the SACWIS project. The QC contractor provides assurance to the State that the written deliverables, and the SACWIS computing system are correct, complete, meet all technical and business requirements, and conform to the State Unified Information Technology Environment (SUITE). Two types of QC services are required, and will be implemented in two phases for the SACWIS Project.

Staffing for this contract will be incremental. Phase 1 begins on September 30, 2010, and requests one (1) Project Manager and one (1) Quality Assurance Analysts III. Phase 2 begins on or about January 19, 2011, and requests one (1) Testing Technician Senior and two (2) Testing Technicians.

The State will award one (1) ReStart contract for Quality Control services that includes a total of five (5) individuals hired in two phases.

Phase 1: This phase focuses on detailed review, inspection, analysis, and recommendations of three categories of written deliverables:

1. Proposals submitted in response to the State's Request for Proposals (RFP) for SACWIS project Design, Development, and Implementation (DDI).
2. Selected deliverables prepared by DTMB and DHS in support of SACWIS project and in preparation for managing the DDI contract.
3. Subsequent to award of the DDI contract, selected deliverables submitted by the DDI Contractor.

The QC resources engaged in this phase will also support the DHS Deliverables Lead and the Deputy Project Manager in reviewing, updating, and preparing quality documents as the SACWIS Project progresses through the IT life-cycle stages (i.e., Requirements Definition, Functional Design, System Design, Construction, and Implementation). The QC Services in Phase 1 begin September 30, 2010 and will be provided by the QC Project Manager, and the Quality Assurance Analyst Senior, for a total of two (2) QC resources.

Phase 2: This phase is more technical and focuses on testing, beginning with participation in Joint Application Design (JAD) sessions, moving through various types of testing, and continuing through completion of User Acceptance Testing (UAT). The QC contractor is responsible to evaluate the lower test environments for integration and regressions testing, however the emphasis will be on System Test, also commonly referred to as QAT Environment. Testing includes both review/inspection of testing activities performed by the DDI Contractor as well as development and execution of test plans, scenarios, and automated scripts in support of DTMB and DHS test activities. The following is a list of key testing activities:

1. Participate in Joint Application Design (JAD) sessions and develop test scenarios/cases for use in, but not limited to, System Test and UAT Environments
2. Develop automated testing scripts in collaboration with DTMB Quality Assurance Lead using selected automated testing tools
3. Incorporate the automated testing tools into the testing approach
4. Validate compliance with business requirements in System Test and UAT Environments
5. Manage and evaluate the results of DDI testing script execution in System Test and UAT Environments
6. Implement and enforce the project Defect Severity criteria in the System Test Environment (a.k.a. QAT Environment) and assist DHS in applying the criteria in UAT or higher environments
7. Work with the DDI contractor in developing a common automated scripting approach thereby providing consistency from the lower development environments to the higher System Test, and UAT Environments



8. Validate and assess the DDI's Integration and Regression Testing in lower environments before code promotion to System Test or higher environments
9. Validate the computing system is meeting DHS and DTMB Security requirements in all environments, including the DDI managed lower environments to the highest environments including Production and Training.
10. Evaluate the DDI Contractor on efforts and results associated with Performance, Volume and Stress Testing, and Interface Testing and Conversion Testing

Phase 2 QC services are expected to begin January 19, 2011, although the start date is approximate due to dependence on award of the DDI contract. Phase 2 services include one (1) Testing Technician Senior and two (2) Testing Technicians. At this time there will be a total of five (5) QC resources on the SACWIS Project.

The vendor awarded this ReStart contract is prohibited from bidding on any other SACWIS procurement, including participation as either a prime contractor or subcontractor on the Request for Proposal (RFP) for SACWIS Design, Development, and Implementation (DDI) or any other SACWIS procurement such as Program Management or Independent Verification and Validation (IV&V), except for additional Quality Control services augmentation.

In accordance with Title 45, Code of Federal Regulations (CFR), Part 95 - General Administration—Grant Programs (Public Assistance, Medical Assistance And State Children's Health Insurance Programs), [Subpart F—Automatic Data Processing Equipment and Services—Conditions for Federal Financial Participation \(FFP\)](#), Section § 95.617 Software and ownership rights, (b) Federal License, The Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government, purposes, such software, modifications, and documentation.

B. Background on the work requested

SACWIS compliance is federally mandated and is also required through a court-ordered settlement agreement on children's rights. The SACWIS compliant system will replace a legacy system. The new system is necessary to improve operational efficiency and provide workload relief to caseworkers and administrative support personnel in local DHS offices. Development and implementation of a SACWIS compliant system is of critical importance to the DHS mission to care for the State's most vulnerable citizens.

Quality Control services, encompassing review/inspection of selected deliverables and testing activities, are key components of the State of Michigan strategy.

C. Objectives

1. Ensure that the SACWIS system is implemented in a manner that meets federal, state, and court ordered requirements.
2. Ensure that the SACWIS system is implemented in a manner that meets DHS business requirements and DTMB technical requirements.

D. Agency technical environment for the work

Phase 1 of the Quality Control contract is scheduled for September 30, 2010. When Phase 1 of the Quality Control contract is started the SACWIS Project technical infrastructure will not be built-out. At this time the SACWIS Project will be evaluating, or preparing to evaluate the responses to the Development, Design and Implementation (DDI) Request For Proposal (RFP). The only technical SACWIS Project environments that will exist in September 2010 are those associated with operating the SACWIS Program Management Office (PMO). These environments include file server allotments, a SACWIS Project web collaboration/repository site, and environments to support Issue, Risk, and Change Control tools for project management activities. The QC Contractor, with the appropriate security clearance, will have access to the State network to conduct Project business.



During Phase 1 the QC Project Manager and the Quality Assurance Analysts III will report to SACWIS Project Manager (contractor). The QC Contractor is expected to work closely with the Deputy Project Manager and DTMB Quality Assurance/Testing Lead to develop an understanding of the Project's quality plan. The SACWIS Program Manager has oversight responsibility for the SACWIS Program Management Office (PMO), including the DTMB Deputy Project Manager, DHS Business Manager and the DTMB IT Manager. The DDI Contractor will also report to the SACWIS Project Manager upon arrival. These entities along with the QC Contractor are responsible for meeting the technology and business objectives of the SACWIS Project.

The Phase 2 of the Quality Control (QC) contract which is schedule for January 19, 2011, is the beginning of the more technical portion of the QC contract. This portion of the Project includes the build-out of the DDI Contractor infrastructure, which is unknown at this time. In addition to the above project management technical environments described above, the DTMB enterprise environment for the IBM Rational tool suite will be used by the SACWIS Project. During Phase 2 one (1) Testing Technician Senior and two (2) Testing Technicians will be added to the QC Contractor resource pool. The Testing Technician Senior will work on day-to-day basis with the DTMB Quality Assurance/Testing Lead. The Testing Technician Senior will report to the QC Project Manager. The Testing Technician Senior functions as the lead for the QC testing team and provides day-to-day direction to the Testing Technicians.

Both Phase 1 and Phase 2 services must comply with the State Unified Information Technology Environment (SUITE), which encompasses the State's Project Management Methodology (PMM) and Systems Engineering Methodology (SEM).

E. Description of the requested work, including deliverables and knowledge transfer

Phase 1:

Quality Control services for the project include review, inspection, analysis, and recommendations for selected written deliverables produced by the State and the DDI Contractor. In many instances the State will develop the initial document or "Plan-For-The-Plan" and the DDI Contractor will be required to further develop or augment the State's initial document. The State will use the Quality Control Contractor resources to verify that deliverables are of acceptable quality and that they are complete and correct. Quality Control services include the following three main areas:

- 1. Review of vendor responses to the State's Request for Proposals (RFP) for SACWIS Design, Development, and Implementation.** Prior to reviewing RFP responses, the QC team will review the RFP with the intent of becoming experts on the State's requirements. The QC team will apply their RFP expertise to the review of vendor responses. The QC team will produce a written analysis of each vendor response identifying strengths and weaknesses. The QC team will function as advisors to the State Joint Evaluation Committee (JEC). The QC team will focus on this activity in September and October, 2010.
- 2. Review State Project Plans selected by the SACWIS Project Manager in preparation for managing the DDI contract.** A succinct written report with recommendations for improvement (if necessary) will be submitted for each requested review. The selection of targeted State documents/plans will be at the discretion of the SACWIS Project Manager. The list of potential target documents that the SACWIS Project Manager will select from is provided below. The objective will be to commit the available time and QC resources to documents and areas that best serve the Project in preparing for the DDI Contractor. The QC team will focus on this activity in December 2010 and January 2011.
- 3. Review DDI deliverables selected by the SACWIS Project Manager.** The following table provides a high level description of activities, tasks, and associated deliverables required from the DDI Contractor. The selection of targeted DDI deliverables, documents, and plans will be at the discretion of the SACWIS Project Manager. The QC review of the DDI deliverables includes in-depth inspection, analysis of quality regarding correctness and completeness, and a recommendation to accept as is, accept with modifications, or reject the deliverable. The QC team will provide a succinct written report



of their findings and recommendations for each deliverable review. The QC team will focus on this activity from the point in time that the DDI contract begins (anticipated January 2011) through the end of this ReStart contract period. During this effort the QC Contractor must work with and assist DHS Deliverables Lead in managing the review process.

Activities	Tasks
Project Management	1.1: Project Plan V1
Project Management	1.2: Quarterly Project Plan
Project Management	1.3: Monthly Project Status Reports
Project Management	1.4: Project Configuration Management Plan
Project Management	1.5: Issue and Risk Management Plan
Project Management	1.6: Requirement Change Control Plan
Hardware & Software Plan and Delivery	2.1: Hardware and Software Plan
Hardware & Software Plan and Delivery	2.2: Hardware and Software
Conceptual Design	3.1: Requirements Validation and Traceability Plan
Conceptual Design	3.2: Conceptual Design Methodology and Session Plan
Conceptual Design	3.3: Conceptual System Design
Conceptual Design	3.4: Gap Analysis
Security	4.1: Security Design Document
Security	4.2: User Access Security Plan
Security	4.3: Disaster Recovery Plan
Change Management	5.1: Comprehensive Change Management & Communication Plan
Change Management	5.2: Business Process Practices and Improvement
Detail Design	6.1: Detail System Design Session Plan
Detail Design	6.2: Detail System Design Document (DSD)
Detail Design	6.3: Interface Design
Detail Design	6.4: Forms, Template and Report Detail Design
Development	7.1: Software Development Plan
Development	7.2: Weekly Construction Summary Report
Development	7.3: Development Library
Conversion and Data Migration	8.1: Data Conversion and Migration Strategy
Conversion and Data Migration	8.2: Data Conversion and Migration Plan
Conversion and Data Migration	8.3: Data Cleanup Plan
Conversion and Data Migration	8.4: Data Conversion and Migration Results
Testing	9.1: Test Management Strategy
Testing	9.2: Unit and Integration Test Plan and Documentation
Testing	9.3: System Test Plan
Testing	9.4: Interface Test Plan
Testing	9.5: Performance, Volume and Stress Test Plan
Testing	9.6: Conversion and Migration Test Plan
Testing	9.7: System Test Scripts
Testing	9.8: Testing Results Weekly Report
Testing	9.9: Conversion and Migration Weekly Test Results Report
Testing	9.10: Performance Monitoring Plan and Weekly Report
Testing	9.11: Operational Readiness Report
User Acceptance Testing	10.1: UAT Test Environment and Tools
User Acceptance Testing	10.2: Weekly UAT Status Reports
User Acceptance Testing	10.3: Operational Readiness Report
End User Training	11.1: End User Training Strategy
End User Training	11.2: Comprehensive Training Plan



Activities	Tasks
End User Training	11.3: End User Training Environment(s)
End User Training	11.4: End User Training Materials V1 and *V2
End User Training	11.5: Online User Aids
End User Training	11.6: End User Training and Progress Report
End User Training	11.7: End User Training Final Report
Technical Training	12.1: Technical Training Strategy
Technical Training	12.2: Technical Training Plan
Technical Training	12.3: Technical Training Materials
Technical Training	12.4: Technical Training Report
Technical Training	12.5: Project Staff Training Plan
Help Desk	13.1: Help Desk Plan
Help Desk	13.2: Help Desk Procedures Manual
Help Desk	13.3: User Help Desk Manual
Help Desk	13.4: Help Desk Transition Plan
Help Desk	13.5: Help Desk Reporting
Pilot	14.1: Pilot Implementation Plan
Pilot	14.2: Pilot Support and Operations Plan
Pilot	14.3: Pilot Test and Analysis
Implementation and Readiness	15.1: Statewide Implementation Plan
Implementation and Readiness	15.2: Network & Desktop and Production Requirements
Implementation and Readiness	15.3: Final Readiness Assessment
Transition and Maintenance	16.1: Operations and Maintenance Transition Plan
Transition and Maintenance	16.2: Post-Implementation Evaluations
Transition and Maintenance	16.3: Operating Procedures
Transition and Maintenance	16.4: System Updated Documentation
Federal Review	17.1: Updated SACWIS Assessment Review Guide (SARGe)

Phase 2:

Quality Control testing services ensure that the computing system operates in a complete and accurate manner and that it satisfies all functional and technical requirements. QC testing services begin with participation in Joint Application Design (JAD) sessions to ensure that the QC testing technicians understand requirements, which serve as the foundation for subsequent testing activities. QC Contractor testing services or deliverables include at a minimum:

1. Attend DDI Contractor deliverable walkthroughs to enhance the completeness of the deliverable
2. Delivery of test scenarios/cases for use in System Test and UAT Environments
3. Input or upload of test scenarios/cases into a selected testing tool or other support tools
4. Delivery and upload of automated testing scripts to a selected automated testing tool(s), activity will be completed at the direction of the DTMB Quality Assurance Lead
5. Document for the DTMB Quality Assurance Lead, how the selected automated testing tools will be integrated into the overall project testing approach
6. Develop and routinely generate (weekly), reports on project compliance with business requirements in System Test and UAT Environments
7. Develop and routinely (weekly) generate reports on DDI testing script execution in System Test and UAT Environments
8. Routinely (weekly) generate a project defect report which logs and tracks, defects in accordance with the SACWIS Defect Severity criteria. Initial defect reporting will begin at the System Test Environment (a.k.a. QAT Environment) for the QC Contractor
9. Provide subject matter expert consultation to the State in applying the project Defect criteria in UAT
10. Document how the QC and DDI contractors have developed a common automated scripting approach thereby providing consistency from the lower development environments to the higher System Test, and UAT Environments, requires DDI and Project Manager signoff
11. Routinely report on the DDI Contractor's Integration and Regression Testing activities in the lower environments, the deliverable report must also describe how the assessment was conducted



12. Periodically (bi-weekly) report on compliance with DHS and DTMB Security requirements in all environments, including the DDI managed lower environments to the highest environments including Production and Training. The report must include how the assessment was conducted.
13. Periodically (bi-weekly) report on the DDI Contractor efforts and results associated with Performance, Volume and Stress Testing, and Interface Testing and Conversion Testing. The report must include how the assessment was conducted.
14. Function as subject matter experts on all aspects of project testing
15. Create and maintain System Test and UAT Testing schedules for the State
16. Review weekly UAT status reports submitted by the DDI vendor and provide a written recommendation to accept or reject
17. Ensure that all testing activities are consistent with SUITE.

F. Any specific regulations, requirements or expertise applicable, including specific background/security checks required.

All QC Contract resource must comply with the project Security Plan which includes background checks, security badge procedures, and foreign network device clearance.

Phase 1:

The primary capability which the QC Project Manager candidate must have is the ability to lead a group of technicians for the duration of the QC Contract.

Critical experiences and skills include:

- 5 years recent experience as QC Project Manager on large system development projects
- 5 years experience managing a testing team of at least 10 people on a large system development project
- 5 years experience as Lead QC Analyst on large system development projects
- 3 years experience with 1 or more structured development methodologies
- 5 years experience with industry standard project management methodologies
- A strong understanding of the SEI Capability Maturity Model Integrated and experience implementing maturity Level 3 compliant processes

Each candidate (Quality Assurance Analyst III) must have a minimum of five (5) years recent Quality Control experience that includes inspection of deliverables for a large and complex system design, development, and implementation project. The candidate must have a minimum of five (5) years experience as a lead Quality Assurance analyst.

Critical experiences and skills include:

- Five (5) years experience in a lead QC role on a large and complex system development project. A large and complex system project typically has at least 50 people and a duration of at least two years.
- Five (5) years experience with one or more structured development methodologies such as the State’s Systems Engineering Methodology (SEM).
- Five (5) years experience with industry standard project management processes such as the State’s Project Management Methodology (PMM).
- A strong understanding of the SEI Capability Maturity Model Integrated (CMMI) and experience implementing maturity Level 3 compliant processes.
- Outstanding communication skills, including both written and verbal communication.

Phase 2:

The Testing Technician Senior must have a minimum of five (5) years recent experience as a Lead Tester on a large and complex system project. The Testing Technicians must have a minimum of three (3) years recent experience as a tester on a large and complex system project. All candidates must have a minimum of three (3) years experience with creating and executing automated test scripts in a complex technical



environment that includes multiple staging areas, automated build processes for code promotion, and control of configuration items.

Critical experiences and skills include:

- Testing Technician Senior: Five (5) years experience in a lead tester role on a large and complex system development project. A large and complex system project typically has at least 50 people and a duration of at least two years.
- Testing Technicians: Three (3) years experience in a tester role on a large and complex system development project.
- Three (3) years experience creating and executing automated test scripts
- Three (3) years experience as a tester in a complex technical environment that uses automated build processes for code promotion from one area to another and tracks all changes to configuration items.
- Five (5) years experience with one or more structured development methodologies such as the State's Systems Engineering Methodology (SEM).
- A strong understanding of the SEI Capability Maturity Model Integrated (CMMI) and experience implementing maturity Level 3 compliant processes.
- Outstanding communication skills, including both written and verbal communication.

G. Reports required

Phase 1:

1. Weekly status report which must include at a minimum:
 - Review of vendor responses to the State's Request for Proposals (RFP)
 - State project plans reviewed
 - DDI deliverables reviewed

Phase 2:

1. Weekly status report which must include at a minimum:
 - Business requirements compliance report
 - DDI script execution report
 - Defect report
 - Integration and Regression Testing activities report
(additional content and format at the discretion of the SACWIS Project Manager)
2. Bi-Weekly status report which must include at a minimum:
 - Security requirements compliance report
 - Performance, Volume and Stress Testing, Interface Testing and Conversion report

H. Location where the work is to be performed

Grand Tower Bldg.
235 S. Grand Ave
Lansing, MI 48909;

Or other office building in downtown Lansing, Michigan.

I. Hours

Business Hours M-F, 8-5
Days and times may vary

J. State's contract/project manager for the contract is the DHS SACWIS Manager Laurie Johnson.

**K. The numbers of personnel by skill set (classification)**

Phase 1:

One (1) Project Manager

PROJECT MANAGEMENT**Project Manager – For QC (not to exceed rate \$95.00)**

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

Project Manager capabilities with 2-7 years of experience.

The Project Manager must be a proven manager, and leader in quality initiatives with a very strong understanding of IT testing approaches, techniques, environment management, and automated testing tools. The QC Project Manager must be able to integrate a testing approach with project management methodology. The QC Project Manager must be assertive and diplomatic in adherence to State's project quality program. PMI PMP certification is preferred for the QC Project Manager role. At a minimum the QC Project Manager must have at least 5 years experience in leading and directly managing 10 or more testing resources on large IT projects. Large IT projects mean greater than 50 resources committed to the project. The QC Project Manager must have no less than 5 years experience working in a multi-vendor environment. QC Project Manager will lead Quality Analyst Senior, Testing Technician Senior, and Testing Technicians in implementing the State's quality initiative for the project, this includes collaborating with DTMB Quality Assurance Lead. The QC Project Manager must also possess the same or similar skill set as the Quality Assurance Analyst Senior described below. The QC Project Manager must also be able to construct and maintain project schedules, MS Project experience preferred. The QC Project Manager will report directly to the SACWIS Project Manager (Contractor). The QC Project Manager will also work closely with the DTMB Quality Assurance Lead and DTMB IT Manager.

One (1) Quality Assurance Analysts Senior (III)

QUALITY ASSURANCE**Quality Assurance Analyst Senior (not to exceed rate \$75.00)**

The Quality Assurance Analyst Senior must have ability to execute quality initiatives, with a good understanding of how to practically execute quality tactics on a day-to-day basis. Familiar with quality approaches, techniques, and environment management. Excellent verbal and written skills are paramount in the role. Analyst must be able to support DHS Deliverable Lead on evaluating and preparing, State and DDI deliverable documents. Analyst must be experienced in document review and publication. Senior Analyst must be able to integrate project management methodology with deliverables from multiple contractors on the SACWIS Project. Analyst must be able to assist the QC Project Manager on schedule construction and management for QC team. MS Project experience preferred.

The Analyst reports to the QC Project Manager. Quality Assurance Analyst Senior capabilities must include 8 or more years of experience in the field, or in a related area. Quality Assurance Analyst Senior must be familiar with a variety of quality field concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Analyst may lead and direct the work of others. A wide degree of creativity and latitude is expected.

Phase 2:

One (1) Testing Technician Senior and two (2) Testing Technicians

**Testing Technician Senior (not to exceed rate \$75.00)**

Testing Technician Senior must be a proven leader in executing and directing IT testing quality initiatives with a day-to-day working knowledge of IT testing approaches, techniques, environment management, and automated testing tools. The Senior Testing Technician must be able to integrate a testing approach with the SACWIS Project quality program. The Senior Testing Technician must be assertive and diplomatic in developing and implementing the State's project quality program. The Senior Testing Technician must have no less than 5 years of experience working in a multi-vendor environment. The Testing Technician Senior, will lead the Testing Technicians in implementing the State's quality initiative for the project, this includes collaborating with the DTMB Quality Assurance Lead. The QC Testing Technician Senior must also possess the same or similar skill set as the Testing Technician described below. QC Testing Technician Senior must also be able to assist in the development and maintenance of testing schedules, MS Project experience preferred.

The Testing Technician Senior reports to the QC Project Manager. The Senior Testing Technician must have 8 or more years of experience in the field or in a related area and be familiar with a variety of IT testing concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Testing Technician Senior will direct the QC Testing Technicians. A wide degree of creativity and latitude is expected.

TECHNICAL SPECIALIST**Testing Technician (not to exceed rate \$55.00)**

The Testing Technician must be able to execute testing quality initiatives with a very strong understanding of IT testing approaches, techniques, environment management, and automated testing tools. The Testing Technician must have practical and day-to-day operational knowledge of automated testing tools such as, Mercury Load Runner, Quality Center, IBM Rational tool set, or similar testing tool products. The Testing Technician must be able to develop test scenarios, develop test scripts, execute test scripts, review and evaluate test scripts. The Testing Technician must be able to participate in Joint Applications Development (JADs) sessions and associate business requirements to test scenarios and test scripting. The testing technician must be able to evaluate and provide recommendations to the Senior Testing Technician on compliance with business requirements and defect severity ratings. The Testing Technician must evaluate, recommend, and implement automated test tools and strategies. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports.

Testing Technician must have with 1-7 years of experience in the field or in a related area. The Testing Technician must be familiar with standard concepts, practices, and procedures within the IT testing and quality fields. The Testing Technician must have experience and good judgment to plan and accomplish project testing goals. The Testing Technician must be amenable to supervision by the Senior Testing Technician and QC Project Manager. A certain degree of creativity and latitude is required. The QC Testing Technician will report to the QC Testing Technician Senior.

L. PRICE PROPOSAL

1. All rates quoted in this Contract will be firm for the duration of the contract. No price changes will be permitted.
2. Pricing

Classification/skill set: Project Manager – Susan Zakrewski
Hourly/Monthly Rate: \$92.15 x 1984 = \$182,825.00

Classification/skill set: Quality Assurance Analyst III – Jodi Marrah
Hourly/Monthly Rate: \$72.75 x 1984 = 144,336.00



Classification/skill set: Testing Technician Senior – Ursula Lincoln
Hourly/Monthly Rate: \$72.75 x 1984 = \$144,336.00

Classification/skill set: Testing Technician – Lakshmi Koduri
Hourly/Monthly Rate: \$53.35 x 1984 = \$105,846.00

Classification/skill set: Testing Technician – Georgine Patterson
Hourly/Monthly Rate: \$53.35 x 1984 = \$105,846.00

Total Contract value \$683,189.00