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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **April 6, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE No. 1
TO
CONTRACT NO. 071B1300210
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Deloitte Consulting LLP** **600 Renaissance Center, Suite 900** **Detroit, MI 48243** **Email: ujadhav@deloitte.com**	TELEPHONE (626) 664-7682 **Umesh Jadhav** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska 517-335-4067 **MiBridges Online Self Service Expansion**	
CONTRACT PERIOD: From: **February 14, 2011** To: **February 13, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby CANCELED and replaced with 071B1300257, due to an error with the vendor FEIN number.

AUTHORITY/REASON(S):

Per vendor and agency agreement and the approval of DTMB Purchasing Operations.

TOTAL REVISED ESTIMATED CONTRACT VALUE: $0.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 18, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1300210
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Deloitte Consulting LLP** **600 Renaissance Center, Suite 900** **Detroit, MI 48243** **Email: ujadhav@deloitte.com**	TELEPHONE (626) 664-7682 **Umesh Jadhav** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska 517-335-4067 **MiBridges Online Self Service Expansion**	
CONTRACT PERIOD: From: **February 14, 2011** To: **February 13, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: $4,085,905.00

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

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

CONTRACT NO. 071B1300210
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Deloitte Consulting LLP** **600 Renaissance Center, Suite 900** **Detroit, MI 48243** **Email: ujadhav@deloitte.com**	TELEPHONE (626) 664-7682 **Umesh Jadhav** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 **Steve Motz**
Contract Compliance Inspector: Barb Suska 517-335-4067 **MiBridges Online Self Service Expansion**	
CONTRACT PERIOD: From: **February 14, 2011**	To: **February 13, 2013**
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **TOTAL ESTIMATED CONTRACT VALUE: $4,085,905.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I0200241. Orders for delivery will be issued directly by the Michigan Department of Technology, Management and Budget through the issuance of a Purchase Order Form.

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

FOR THE CONTRACTOR:	**FOR THE STATE:**
Deloitte Consulting LLP Firm Name	Signature
Authorized Agent Signature	**Greg Faremouth, Director** Name/Title
Authorized Agent (Print or Type)	**IT Division** Division
Date	Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300210
(Bridges Online Self Service Expansion)

Buyer Name: Steve Motz
Telephone Number: 517-241-3215
E-Mail Address: motzs@michigan.gov

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DEFINITIONS

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).
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 or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) 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.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DTMB	Michigan Department of Technology, Management and Budget
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.
Excusable Failure	See Section 2.244.
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).
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 bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
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.
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
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.
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.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
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
Services	Any function performed for the benefit of the State.
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.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	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.
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 (State), through the Michigan Department of Human Services (DHS), with assistance of the Michigan Department of Technology Management and Budget (DTMB), has issued this Contract to expand the online self service capability of the Michigan Bridges system. http://www.michigan.gov/mibridges

1.002 Background

Bridges is Michigan's integrated system supporting eligibility and benefit determination for Michigan's cash assistance, medical assistance, food assistance, state emergency relief and child care assistance programs.

Development work on Bridges began in March 2006 focusing on customizing the Texas TIERS eligibility system to meet Michigan's specific policy, procedural and technical needs. Statewide roll-out began in March 2009 and concluded in August 2009 with all DHS offices in the 83 counties successfully transitioning to Bridges. In August 2009, Michigan added self-service functionality to the Bridges system to allow clients to use the Internet to screen themselves for potential eligibility, apply for food assistance and view their food assistance case information. The system was later expanded to also allow individuals to report changes in their food assistance to their caseworker using the Internet. In May of 2010 self-service was expanded to include online application for the Low Income Housing Energy Assistance Program (LIHEAP) State Emergency Relief.

Michigan's online Bridges application is called "MiBridges". The self-service website opens a new online channel for Michigan citizens to inquire and apply for Food Assistance Program (FAP) benefits, Low Income Household Energy Assistance Program (LIHEAP) State Emergency Relief, and report changes to their caseworker. Additionally, an Interactive Voice Response (IVR) system provides parallel inquiry for citizens to dial into a phone number to check on their FAP benefit status. MiBridges and the associated IVR systems allow for users to interact with the system using one of two languages, either English, Spanish. The MiBridges and IVR initiatives align with the State's goal of supporting local offices as they receive increasing workloads, while also improving access and service for Michigan citizens. Using the website, FAP and LIHEAP State Emergency Relief applications can be submitted from anywhere there is Internet access. This ability eliminates the stigma associated with waiting in lines at the welfare office and allows community-based organizations to assist clients with completing an application for assistance. Such automation also reduces the administrative burden associated with mail handling, application processing, and responding to routine inquiries.

The Michigan self-service solution (MiBridges and IVR) has the following components:

- ***Am I Eligible*** *(online self-service only):*
  Individuals who may be interested in applying for assistance benefits through DHS or the Department of Community Health (DCH) can complete an on-line screening tool. This tool takes only a few minutes to complete and allows an individual to determine which benefit programs they may be potentially eligible to receive. This component screens for potential eligibility for programs administered by either DHS or DCH.
- ***Check My Benefits*** (online self-service and IVR):
  Applicants are able to check certain FAP and LIHEAP State Emergency Relief case information on-line. In addition FAP benefits can be checked by dialing a 1-800 number.
- ***Apply for benefits*** (online self-service only):
  Applicants are able to apply for the FAP and LIHEAP State Emergency Relief online. These applications are then automatically transferred to Bridges and are assigned to a specialist's inbox for further processing. The data received from self-service applications is pre-populated on Bridges screens which reduces redundant data entry by the specialist. Some LIHEAP State Emergency Relief applications submitted on-line benefit from a two-way interfaces with select Michigan utility companies. This interface streamlines the exchange of information needed to get timely and accurate emergency energy assistance to those in need. Two separate databases are maintained, one for self-service and

the master Bridges database. Data captured on the self-service input screens are transported to a Bridges staging table in real-time. The apply for benefits online application captures client demographic and household information. This information is then utilized by the casework to determine eligibility for program benefits within the Bridges integrated eligibility system. Eligibility rules are maintained in the Bridges application.

- ***Report My Changes*** (online self-service only):
  FAP clients are able to submit certain changes in their circumstances using MiBridges. These changes are then automatically transferred to Bridges and are assigned to the specialist's inbox for further processing.

1.100 Scope of Work and Deliverables

1.101 In Scope

The awarded Contractor shall provide the following services during the expansion of the online self service capability of the Michigan Bridges system. The project consists of the following:

- Business Requirements
  - Facilitated Sessions
  - Validation and Verification
- Application Design and Development
- Implementation
  - Interfaces/Integration Using Existing Interface
  - Testing
- Documentation
- Knowledge Transfer/Transition
- Reserved bank of 4000 hours for future training, enhancements and/or legislative mandates

A more detailed description of the software, 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 State is responsible for Hardware Configuration and Sizing

1.103 Environment

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided through this contract must comply with all applicable State IT policies and standards. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

The Contractor agrees to adhere to the following Enterprise IT Policies, Standards and Procedures:
Enterprise IT Policies, Standards and Procedures

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Technology Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the 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, before work may proceed based on the changed environment.

The Contractor agrees to adhere to the following Enterprise IT Security Policy and Procedures:
Enterprise IT Security Policy and Procedures

The State's security environment includes:

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

The Contractor shall utilize the IT eMichigan Web Development Standard Tools:
IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The Contractor shall adhere to the State Unified Information Technology Environment (SUITE):
The State Unified Information Technology Environment (SUITE):
SUITE includes standards for project management, systems engineering, and associated forms and templates – which must be followed**: http://www.michigan.gov/suite.** The Contractor shall update existing system documentation when changes are made and create SUITE documentation used by Agency Services DHS and DTMB for any new requirements and designs that do not currently exist within five (5) business days of completion of each Project Management Methodology (PMM) Phase.

The Contractor shall be familiar with the IT Strategic Plan:
IT Strategic Plan:
http://www.michigan.gov/itstrategicplan

Agency Specific Technical Environment
See **Appendix A** for Current Technology and Infrastructure

1.104 Work And Deliverable

The Michigan Department of Human Services (DHS) provides client self-service capability that supports online application for the food assistance and LIHEAP State Emergency Relief. This web front-end (MiBridges) captures client information and posts to the Bridges eligibility system for processing and final determination. Clients can also report demographic changes on the Internet or use a telephone based Interactive Voice Response (IVR) system to check on the status of a food assistance filing, and other details like their upcoming appointments, Case Worker information, pending verification details. In summary, Michigan currently offers these online services as part of the Bridges self-service module in both English and Spanish:

- Am I Eligible
- Check My Benefits using Internet or for food assistance and recent LIHEAP State Emergency Relief payment activity.
- Check My Benefits through an IVR for food assistance only
- Apply for food assistance benefits using the Internet
- Report My Changes using the Internet for food assistance only.
- Apply for LIHEAP State Emergency Relief using the Internet.

The following is a summary of current usage statistics for the various services that are provided:

- Food Assistance: 14,000 average monthly food assistance applications received on the Internet.
- IVR: 65,000 average monthly calls received in April and July 2010.
- Check My Benefits: 87,000 accounts have been created in the first 11 months of operation.
- Report My Changes: 1,200 average monthly changes reported.

The Contractor shall utilize the current technology infrastructure (Appendix A) when appropriate, in addition to building upon this infrastructure as necessary, to meet the requirements outlined below. The Contractor shall enhance the MiBridges functionality to provide each of the following components:

1) Check My Benefits (Available via: Internet & IVR):

The Contractor shall expand the current internet and IVR technology to include client benefit information for all programs. In the Check My Benefits module, users will maintain only one account for all programs. The Contractor shall develop a series of nightly batch programs, where information received from Bridges is processed and stored in MiBridges for retrieval by the IVR or the internet pages. In addition, the Contractor will develop functionality that upon login direct clients to the "Check My Benefits Summary" screen (assuming the account is linked to a Bridges case). From this screen clients will be able to view Food Assistance and LIHEAP State Emergency Relief benefits, Medical Assistance, Cash Assistance, Child Development and Care, and Non-Energy related State Emergency Relief benefit summary information.

The chart below outlines the major components of this requirement by program:

	CMB Requirement Components	Impacted Programs					
		FAP	LIHEAP	MA	Cash	CDC	Non Energy SER
A	CMB Internet expands to Cash, MA, CDC and SER (non-energy)	NA	NA	✓	✓	✓	✓
B	CMB IVR expands to Cash, MA, CDC and SER (energy and non-energy)	NA	✓	✓	✓	✓	✓
C	CMB Internet: Retrieval of Client Correspondence	✓	✓	✓	✓	✓	✓
D	Email and/or text message alerts	✓	✓	✓	✓	✓	✓

A) CMB Internet Component:

From the "Check My Benefits Summary" screen the contractor shall make available to clients the following elements relevant to the type of public assistance they have applied for or are receiving. The table below provides a list of non-inclusive items that the client is to ascertain from MiBridges which are to be provided by the Contractor.

CMB Internet information provided by program	FAP	LIHEAP	MA	Cash	CDC	Non Energy SER
Benefit Amount	✓	✓		✓		✓
Two previous Month Benefits	✓		✓	✓	✓	
Future Month Benefits	✓		✓	✓	✓	
Denial Reasons	✓	✓	✓	✓	✓	✓
Review Dates	✓		✓	✓	✓	
Pending Verifications	✓	✓	✓	✓	✓	✓
Benefit begin and end dates	✓	✓	✓	✓	✓	✓
Eligible and Ineligible members	✓	✓	✓	✓	✓	✓
Case Worker Information	✓	✓	✓	✓	✓	✓
Department Pay Percentage					✓	
Deductible			✓			
Scope of Coverage (Full/Emergency)			✓			
Patient Pay Amount			✓			
Availability Dates	✓			✓		

Client Contact Details	✓	✓	✓	✓	✓	✓
Upcoming Appointments	✓	✓	✓	✓	✓	✓
Application and Change Report Status	✓	✓	✓	✓	✓	✓
Closure Reason(s)	✓		✓	✓	✓	
Cap Amount(s)		✓				✓
Benefits received towards cap		✓				✓
Copay Amount		✓				✓
Provider Name		✓		✓	✓	✓
Authorized Hours					✓	
Need Reason(s)					✓	
Time Block					✓	
Work Participation Status				✓		
Work Participation/Deferral Reason				✓		
Cash Vendoring Amount				✓		
Type of Assistance (FIP, SDA, etc; LIF, HK etc)			✓	✓		

The Contractor shall provide the capability to display this information only to authorized persons based on their age, relationship and grantee status as determined by state and federal policies and program requirement s including those defined in the Health Insurance Portability and Availability Act of 1996 (HIPAA).

B) CMB IVR Component

The Contractor's IVR expansion solution shall allow citizens to call and check their benefits for Medical Assistance, Cash Assistance, Child Development and Care, LIHEAP State Emergency Relief and Non-Energy State Emergency Relief in addition to the programs that are currently being supported. The IVR system must be expanded to allow for a threefold increase in the volume of calls directed to the MiBridges IVR.

The Contractor shall work with State staff to determine the specific data elements that are to be made available to clients. Some programs may differ dramatically from others. For instance, information on Medical Assistance is individual based, while that for FAP and Cash is group based. Some programs like FAP and Cash have "benefit amounts" associated with client benefits, while others like CDC and MA do not. The table below provides a list of non-inclusive items to be provided by the Contractor.

CMB IVR information provided by program	FAP	LIHEAP	MA	Cash	CDC	Non Energy SER
Benefit Amount	✓	✓		✓		✓
Two previous Month Benefits	✓		✓	✓	✓	
Future Month Benefits	✓		✓	✓	✓	
Denial Reasons	✓	✓	✓	✓	✓	✓
Review Dates	✓		✓	✓	✓	
Pending Verifications	✓	✓	✓	✓	✓	✓
Benefit begin and end dates	✓	✓	✓	✓	✓	✓
Eligible and Ineligible members	✓	✓	✓	✓	✓	✓
Case Worker Information	✓	✓	✓	✓	✓	✓
Department Pay Percentage					✓	
Deductible			✓			
Scope of Coverage (Full/Emergency)			✓			
Patient Pay Amount			✓			
Availability Dates	✓			✓		
Client Contact Details	✓	✓	✓	✓	✓	✓
Upcoming Appointments	✓	✓	✓	✓	✓	✓
Application and Change Report Status	✓	✓	✓	✓	✓	✓

Closure Reason(s)	✓	✓	✓	✓	
Cap Amount(s)		✓			✓
Benefits received towards cap		✓			✓
Copay Amount		✓			✓
Provider Name		✓	✓	✓	✓
Authorized Hours				✓	
Need Reason(s)				✓	
Time Block				✓	
Work Participation Status			✓		
Work Participation/Deferral Reason			✓		
Cash Vendoring Amount			✓		
Type of Assistance (FIP, SDA, etc;; LIF, HK etc)		✓	✓		

The Contractor will work with the State to design and develop a suitable call flow and prerecorded content that is to be made available to citizens connecting to the IVR.

During Joint Application Design and Requirements sessions, The Contractor will work with the State to define:

- FAQ information and their relevant content
- Taxonomy for FAQ information
- The flow of the prompts that emphasize the information and the appropriate duration to appropriately convey the message
- Grammar as well as keywords for browsing FAQ's

The Contractor will:

- Use the Genesys Studio for application development and minimize the use of custom programming unless it is required.
- Provide call level IVR reporting via the Genesys Voice application reporting (VAR) database.
- Review their final IVR design specification with the State of Michigan Enterprise Contact Center team.
- Utilize the existing Text to Speech (TTS) engine for dynamic play back messaging i.e. $ amounts, dates, etc.
- Use pre-recorded messages for static IVR messages/menus.

The Contractor will work with the State to construct a flexible FAQ section that is intuitive to use and effective in
nature. Some of the salient principles that will be cognizant of; include confirming that FAQ's are no more than four levels deep, durations of the prompts are less than 30 seconds, and that key words are duly emphasized.

The Contractor shall be responsible for facilitating Joint Application Design sessions in consultation with the State, where detailed call trees and call menus will be defined. Finalized call trees and menus will funnel into the professional voice recording effort. Upon request from the State, the contractor agrees to conduct up to four focus group sessions to solicit feedback from the potential end-users of the system.

C) CMB Internet: Retrieval of Client Correspondence

The Contractor shall provide clients the ability to view their correspondence online through MiBridges and provide the capability to alert them via email and/or text messaging whenever new correspondence is generated for a client. The Contractor shall reuse the existing Opus WebService from the Bridges system to implement retrieval of online client correspondence in MiBridges. Correspondences that are mailed out to clients each night are stored in the Bridges database. The metadata associated with these correspondences shall interface with MiBridges via the nightly extract process that exports relevant data from Bridges to MiBridges. The Contractor shall ensure that the retrieval of client correspondence does not:

- Duplicate correspondence across Bridges and MiBridges
- Utilize disk space on the MiBridges infrastructure
- Degrade on-line or batch performance on either the Bridges or MiBridges systems

The Contractor will work with Bridges M&O resources to coordinate the design and implementation of this solution.
During Joint Application Design, the Contractor will work with the State to define the number (if applicable) of correspondences to display and the screen layouts. The contractor shall ensure that the client correspondence is displayed in a separate window in PDF format. The Correspondence displayed in MiBridges shall be the **exact same** correspondence that is generated in the Bridges Application. The Contractor will incorporate PIN-related security measures as part of the implementation of retrieving online correspondence in CMB.

D) Email and/or text message alerts
The Contractor shall provide citizens using MiBridges the ability to choose to receive both email and text message alerts. While completion of this information is not mandatory, citizens can return to this section at any time after registration and make changes to these preferences. Clients selecting to be notified by email and/or text message will receive one or both of these alerts when any client correspondences are generated for their cases in Bridges.

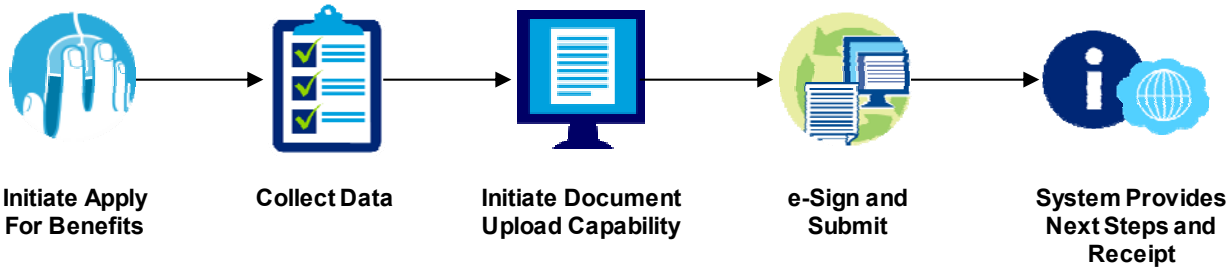
This feature is to be implemented by importing metadata of new client correspondences from Bridges via the nightly batch process, at which time the alerts are generated (upon successful completion of the required batch jobs) in Bridges and MiBridges. This solution shall support all existing and future correspondence types generated from Bridges.

2) Apply for Benefits (Internet Only):

The Contractor shall expand the existing online application for food assistance and LIHEAP State Emergency Relief application for benefits to collect additional client information in both English and Spanish to determine eligibility for medical assistance, cash assistance, day care assistance and non-energy related state emergency relief. Citizens are to be able to apply for these eligibility programs on-line. The Contractor will leverage existing processes to ensure applications will appear in a Bridges self-service inbox for further processing, The Contractor shall provide options for the citizen applicant to follow a streamlined application driver que for certain programs in a manner consistent with paper versions of specialized applications currently used by citizens to apply for public assistance including:

- DHS 1171 Application for Aid
- DHS 4583 CDC Application for Aid
- DHS 1514 Application for State Emergency Relief
- DHS 4574-B Asset Declaration Patient and Spouse (Initial Asset Assessment)
- MSA 1582 Plan First! Family Planning Program Application
- DHS 4574 Medicaid Application Patient of Nursing Home
- DHS 3243 Retroactive Medicaid Application

Based on available data, the Self Service integration solution shall pre-fill the Bridges application with Self Service data. This enhancement to MiBridges will require a series of questions to be displayed to the client that solicit the information required for DHS caseworkers to determine eligibility for program benefits. The Contractor shall provide a Apply for Benefits solution that follows the high-level process illustrated below:



The Contractor shall ensure the following while developing and implementing the expanded Apply for Benefits components in MiBridges:

- The Contractor shall expand the current infrastructure
- The Contractor shall produce and display a Program Specific dynamic verification checklist to applicants
- The Contractor's solution for AFB expansion shall align with Bridges integration principles
- The Contractor shall extend the PIN related security to new screens as appropriate
- The Contractor shall extend the Help, Print, Save-and-Exit features to new screens

The figure that follows highlights the **expansion** themes that are part of the Apply for Benefits expansion.
The Contractor shall provide MiBridges functionality to meet the items contained in the following table:

Expansion Theme	Impacted Programs					
	FAP	LIHEAP	MA	Cash	CDC	Non Energy SER
AFB extends to Cash, MA, CDC and SER (non-energy)	NA	NA	✓	✓	✓	✓
Capability to handle specialized forms	NA	NA	✓	✓	✓	✓
Document Upload Capability	✓	✓	✓	✓	✓	✓
E-mail/Text Nofications	✓	✓	✓	✓	✓	✓

The Contractor shall expand MiBridges to respond based on the programs selected, to present new questions to the applicant. The new questions (and screens) shall follow the existing MiBridges principles of intelligent screen queuing and collecting data only for requested programs. With the Apply for Benefits extension effort, the Contractor shall display the questions that are required by DHS to successfully determine benefits for Medical Assistance, Cash Assistance, Child Development and Care, Non-Energy State Emergency Relief in addition to the FAP and LIHEAP SER programs already available in MiBridges. The Contractor shall ensure that clients are not asked nor required to enter data more than one time. The contractor shall provide citizens using MiBridges to apply for benefits the ability to choose to receive both email and text message alerts during the application process.

The data captured by MiBridges shall continue to be transmitted to Bridges in real-time using either a new web services or modifying the already existing Bridges web services. Transmitted data shall pre fill Bridges screens when the online application is processed by a worker. In certain situations, the data submitted by the applicant shall display in a conflict panel if that data is different from existing Bridges data for that client. During Joint Application Design sessions the Contractor shall work with DHS and DTMB, to determine the appropriate business rules governing the routing of submitted applications for Medical Assistance, Cash Assistance, Child Development and Care, and Non-Energy State Emergency Relief.

The expanded MiBridges Apply for Benefits component shall efficiently collect additional program specific data elements for Medical Assistance, Cash Assistance, Child Development and Care, and Non-Energy State Emergency Relief from a citizen during the application process, avoiding the need to re-enter duplicate data multiple times. This process helps applicants focus on providing the relevant data only once and reduces the time it takes to complete an application. At a high level MiBridges shall collect client information found in the following information as part of the AFB expansion:

- DHS 1171 Application for Aid
- DHS 4583 CDC Application for Aid
- DHS 1514 Application for State Emergency Relief
- DHS 4574-B Asset Declaration Patient and Spouse (Initial Asset Assessment)
- MSA 1582 Plan First! Family Planning Program Application

- DHS 4574 Medicaid Application Patient of Nursing Home
- DHS 3243 Retroactive Medicaid Application

The above items will be discussed and agreed upon in detail during JAD sessions to determine specific questions, screen lay-out and screen driver que.

3) Document Upload Capability

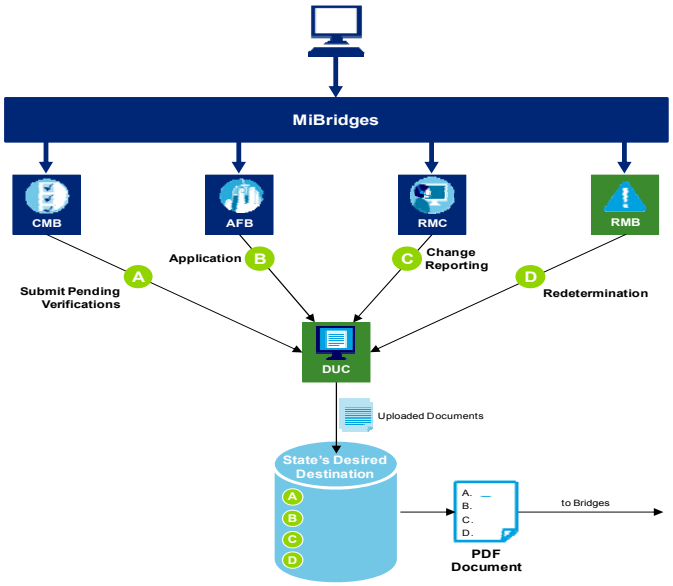
The Contractor shall develop a document upload capability that will be displayed to the applicant prior to submission of an application, change report, benefit redetermination and other logical points throughout these process as determined during JAD sessions. When a Self Service user is directed to the Types of Proof Screen from either the Apply for Benefits, Check My Benefits, Report My Changes, or Renew My Benefits workflows, a dynamically generated verification checklist shall be displayed. The Contractor shall provide a Document Upload screen that retrieves the relevant verification checklist details associated with the relevant workflow for that citizen and provide the capability for the user to select the verification documents that he or she wishes to upload.

The Contractor shall ensure uploaded documents are appended to an Adobe PDF document generated as part of the application process and integrate with the FileNet electronic document management (EDM) solution. Uploaded documents shall be subsequently interfaced to the Bridges application and made available to the DHS caseworker who is responsible for processing the application in Bridges. The Contractor shall ensure that this feature allows clients to upload multiple page documents, multiple documents and documents for multiple group members.

The Contractor shall work with the Bridges M&O resources if necessary to receive real-time status updates from the respective Bridges inboxes. The Contractor must also provide citizens the ability to upload additional documents and associate them to a submitted application or redetermination as long as the application is pending or redetermination period has not yet expired. If an application or redetermination form has already been submitted, the Contractor shall ensure documents to be uploaded are linked to those requests. The Contractor will provide a notice to the caseworker when a client uploads a document while an application is pending or redetermination is underway. In addition, clients must also be provided the option to upload documents when reporting changes to program benefits. For each of these items, a specific caseworker notification process shall be determined during JAD sessions.

The Contractor shall provide A Document Upload Summary screen to a citizen who completes the upload process.

This page shall display a summary of the documents that the citizen submitted and the corresponding type of verification as illustrated in the diagram below. Citizens may choose to add more documents, add more pages to documents, delete documents, or complete the Document Upload process and submit the uploaded documents to be added to their application. The illustration that follows provides a high-level view of how Document Upload Capability shall integrate with each of the key functional components of MiBridges.



For the new feature of Document Upload, the Contractor will work with the State to assess security vulnerability.

Document Submission Options

The Contractor's Document Upload Capability solution shall allow for the following summary functions:

MiBridges Functional Component	Document Upload Capabilities
Apply For Benefits	When a citizen uploads documents as part of Apply for Benefits, each uploaded document is saved as an individual element in the MiBridges database (or in the State's specified location) and appended to the end of the **PDF Summary Document** generated during application submission.
Check My Benefits (Pending Application)	Regardless of whether a citizen has uploaded the corresponding verification documents at the time of initial submission, or not, MiBridges continues to allow the citizen to submit the application and routes the application to the appropriate DHS office based on the existing MiBridges application routing rules. MiBridges continues to provide the citizen with the capability to upload additional documents as needed and associate them to the initial application submission as long as the application continues to **Pend** in a worker's inbox. The taxonomies associated with uploaded documents shall be determined during Joint Application Design sessions in collaboration with DHS, DTMB and the Bridges M&O vendor**.** MiBridges appends uploaded verifications to the end of the **PDF Summary Document** that is generated at application submission.
Reporting a Change	When a citizen uploads documents as part of Report My Changes, each uploaded document is saved as an individual element in the MiBridges database or as part of the state's electronic document management (EDM) solution and appended to the end of the **PDF Summary Document** generated during submission.

MiBridges Functional Component	Document Upload Capabilities
Renew My Benefits	When a citizen uploads documents as part of Renew My Benefits, each uploaded document is saved as an individual element in the MiBridges database or as part of the state's electronic document management (EDM) solution and appended to the end of the **PDF Summary Document** generated during submission. Regardless of whether a citizen has uploaded the corresponding verification documents at the time of submitting the online redetermination application, or not, MiBridges continues to allow the citizen to submit the online redetermination and routes the application to the appropriate DHS office based on the existing MiBridges application routing rules. MiBridges continues to provide the citizen with the capability to upload additional documents as needed and associate them to the submitted redetermination form as long as it continues to **Pend** in Bridges. The taxonomies associated with uploaded documents shall be determined during the Joint Application Design sessions in collaboration with DHS, DTMB and the Bridges M&O vendor. MiBridges shall append uploaded verifications to the end of the **PDF Summary Document** that is generated at application submission.

4) Report My Changes (RMC)

The Contractor shall provide an expanded streamlined RMC solution to client change reporting and present DHS caseworkers with an integrated view of changes that require their attention. The RMC expansion will introduce a new opportunity for the citizens of Michigan to report changes for Medical Assistance, Cash Assistance, and Child Development and Care in addition to the Food Assistance program. Clients will be able to use the system driven interface to report case changes in either English or Spanish to their case data via the online screens. The change reports shall appear in the Bridges workers' inbox for processing. The MiBridges Self Service integration solution shall assist the worker in making the changes in the Bridges case data.

The Contractor shall provide an RMC solution that will:

- Utilize the existing technology infrastructure
- Present client with current information that is on file based upon the most current Bridges data for their reference while reporting changes
- Save worker time in data entry of client information in the Bridges system
- Provide workers the ability to quickly spot difference between client reported circumstances and existing case data
- Present customized verification checklists to clients based on the programs requested or active for the client
- Provide capability for clients to report changes for the following items as appropriate by program including the ability to capture a variety of supplemental data from the client once one of the changes listed below has been specified by the client:
    - Add or remove a member to the household
    - Report a new disability
    - Report a change in address
    - Add, Remove, or Report changes in employment income, self employment, in kind income and other income
    - Add, Remove, or Report changes to shelter and utility expenses
    - Add, Remove, or Report changes to child support expenses
    - Add, remove, or report changes to dependent care expenses
    - Add, Remove, or Report changes to medical bills
    - Add, Remove, or Report changes to Asset information
    - Report Pregnancy information
    - Report other changes utilizing a free-form style
    - And any additional change reports identified during JAD sessions

5) Complete Semi Annual and Annual Eligibility Redeterminations (Renew My Benefits)

The Contractor shall provide a solution that will allow clients to use MiBridges to provide information to DHS needed to complete required program reviews in both English and Spanish. The Contractor shall ensure MiBridges correctly displays web based versions of appropriate redetermination forms based upon the client circumstances and benefits for which they are eligible. During the redetermination process for medical assistance, cash assistance, food assistance or child development and care; the client shall be directed to provide information about their circumstances using the online screens within MiBridges. MiBridges must transmit this information to Bridges as this information is then used by the caseworker to determine if ongoing eligibility is present. MiBridges shall support all of the data collection that currently is requested of clients on any of the following paper redetermination forms:

- **DHS Form 1010: Annual Redetermination Form.** Applicable for citizens receiving Medical Assistance, Cash Assistance, Food Assistance, and Child Development and Care
- **DHS Form 1046: Semi-Annual Contact Report.** Applicable for simplified reporters receiving Food Assistance
- **DHS Form 2240-A: Mid-Certification Contact Notice.** Applicable for Food Assistance and Medical Assistance cases with 24-month certification periods
- **DCH Form 0373-D: MI Child and Healthy Kids Application.** (Used for redeterminations)
- **MSA Form 1582: Plan First! Family Planning Program Application.** (Used for redeterminations)

Renew My Benefits shall provide the capability to notify citizens with accounts in MiBridges when their Bridges case is due for renewal via email or text messaging. Once notified, a citizen shall have the opportunity to sign on to MiBridges and initiate a redetermination process electronically. This solution shall provide citizens with information that clearly outlines their reporting responsibilities, provide precise information through intelligent and program specific data collection processes, and upload mandatory verification documents. MiBridges shall provide the citizen with the capability to select additional programs that may not be due for redetermination and initiate an early review when applicable. The Renew My Benefits solution shall also display necessary due dates for completion of the review, allow clients to complete some components and return later to finish the redetermination process and provide confirmation to the client that the review document has been submitted successfully.

The Contractor shall provide a solution that integrates with Bridges via web services. Upon initiation of an online redetermination, the web-services shall retrieve relevant citizen and case based information in real-time. The State may choose not to display existing case data in RMB screens and will finalize during JAD sessions .

The Renew My Benefits MiBridges solution shall also meet the following requirements:

- Utilizes the State's current investment in technology
- Provide system generated email/text-messaging alerts notify citizens when cases are due and jumpstart the redetermination process and timely compliance
- Utilize an intelligent driver flow. This driver must que screens utilizing program specific questions and detail pages reducing the time it typically takes to complete a redetermination
- Shall provide clients with customized verification checklists based on the programs requested
- When submitted by the client the redeterminations shall be routed to appropriate DHS office based on routing rules developed during JAD sessions
- Shall provide caseworkers with notification when a review has been submitted
- Shall provide workers with English versions of PDFs to allow them to perform necessary casework
- Shall pre-fill appropriate fields within Bridges to save worker time during data entry of client information
- Shall provide a mechanism for staff to quickly spot differences between client reported circumstances and existing case data
- Shall include a progress bar utility that visually indicates the percent of completion for clients renewing benefits

The Contractor shall work in collaboration with DHS, DTMB and Bridges M&O team to design a solution that addresses the needs of the State to successfully implement Renew My Benefits in MiBridges.

6) Arabic Translation

The Contractor shall develop Arabic components as part of the MiBridges Internet and IVR expansion. The implementation of Arabic is a global change and will impact the entire solution suite of MiBridges, including Check My Benefits; Apply for Benefits for all programs (FAP, LIHEAP SER, Medical Assistance, Cash Assistance, Child Development and Care, and Non-Energy Emergency Relief programs); Document Upload Capability; Report My Changes, and Renew My Benefits. The Arabic component shall provide all the same functionality to users that will exist to users using the English version of MiBridges including all enhancements outlined above. The Contractor shall be responsible for all design, development and translation of material needed to support the MiBridges Arabic solution for both IVR and Internet. The Contractor shall also design and implement the Interactive Voice Response (IVR) in Arabic apart from the translation of the webpage content that encompasses the online functionality of MiBridges.

The Contractor will be responsible for Arabic Translation and the State will perform validation. Everything contained on the current MiBridges site in addition to the enhancements are included in the pricing for Arabic Translation. The Contractor shall minimize site layout changes for consistency purposes, although specific requirements will be provided during JAD sessions.

The Contractor shall involve a multi-faceted method that focuses on leveraging key lessons learned to develop a Best Practices Scorecard carrying out and outlining specific focal points across the various phases of the software development life cycle as outlined in the table below.

Multi Lingual Capability	Arabic Features Best Practice Scorecard	Requirements	Design	Development	Testing
Culture Sensitivity	Rework, redo and publish the text translations multiple times to multiple entities across the organization	✓	✓	✓	✓
Early Feedback	Create multiple focus groups to test the solution across a broad user base		✓	✓	✓
Feedback during the Development Cycle	Test the scenarios during translations		✓		✓
Not Every Language has the Same Punctuation	English & Spanish require very similar punctuation whereas in Arabic the punctuation is written right to left.	✓	✓	✓	
Certain languages do not have Interchangeable Words	Arabic requires context of sentence so that the appropriate suffix or prefix can be included. Words like "What" and "Whose" cannot be interchanged		✓	✓	✓
Certain Languages are read right to left versus left to right	Arabic differs from most languages as it is written from right to left.	✓	✓	✓	✓
Record and Edit Translation Prompts	Make translated voice sound as human as possible. Avoid monotone voice as noticed by other Phone Lines.			✓	✓
Grammar and word usage	Use words which can be easily understood especially in noisy conditions (easy, concise and simple)			✓	✓
Correct use of pauses, emphasis on key words	Effectively use pauses and emphasize key words correctly. Humans can easily understand a complete sentence by just listening to the key words.		✓	✓	
End goal of language is for a user to understand not necessarily “translation”	Avoid temptation of simply converting a voice application simply from one language to another. A user with limited English knowledge should be able to navigate through other languages.		✓		

Multi Lingual Capability	Arabic Features Best Practice Scorecard	Requirements	Design	Development	Testing
Certain Languages have different forms of pronunciations for numbers	Arabic numbers differ from English and Spanish in that, triple and quadruple digits and so on number require "and" between each digit. (i.e. 668 will be pronounced 600 and 60 and 8)	✓	✓		
Character Unicode	English speaking countries have alphabets and symbols coded in ASCII (120 characters), whereas Non-Latin language speaking countries have their alphabet and symbols coded in ANSI (120 characters as well).			✓	✓
Formatting of Arabic Graphics	To support Right to Left languages on graphics, a tool must be used to copy the text into then recopy into Adobe Photoshop for correct appearance. Adobe Photoshop does not support Unicode Characters.		✓	✓	✓
Right Center Justified	Arabic is read from right to left, the text appearing on Self-Service Web site is based on **left to right languages** thus the Arabic text is being printed left justified as opposed to right center justified.		✓		✓

The MiBridges Arabic solution shall also meet the following requirements:

- Shall provide complete Arabic versions of Check My Benefits using the internet and IVR for all programs including the expanded functionality outlined in the above 1) Check My Benefits section
- Shall provide clients the ability to apply for the following programs in Arabic: FAP, LIHEAP, Medical Assistance, Cash Assistance, Child Development and Care, and Non Energy State Emergency Relief.
- Shall provide complete Arabic versions of Document Upload capability as outlined above in section 3) Document Upload Capability.
- Shall provide complete Arabic versions of Report My Changes for all programs including the expansion outlined in 4) Report My Changes
- Shall provide complete Arabic versions of Renew My Benefits as outlined in section 5) Renew My Benefits.
- Shall ensure special consideration is provided to the various dialects in Arabic language (Lebanese Arabic, Palestinian/Jordanian, Egyptian, Iraqi and Moroccan) to prevent confusion that typically arises when conversing across dialects.
- Shall provide consistency across different languages by making the text read from right to left, and maintaining the same page justification as English and Spanish.
- Shall hold focus groups to solicit information from the Arabic community which will be utilized in the development of the Arabic MiBridges solution to ensure the most beneficial technical solution possible for Arabic speaking clients
- Shall test the Arabic IVR solution across a broad user base to satisfy Culture Sensitivity
- Shall make sure that translated voice sound as human as possible. Avoid monotone voice as noticed by other Phone Lines, use words which can be easily understood especially in noisy conditions.
- Shall not utilize hard-code text on screens
- Shall allow streamlining the maintenance of content
- Shall allow State resources with minimal technical knowledge to easily manage the content without requiring programming changes
- Shall allow for toggling between Arabic, Spanish and English versions of MiBridges
- Shall provide user Help Links throughout the MiBridges application in Arabic
- Shall provide interpretations of DHS policy, information about client rights and responsibilities, and frequently asked questions to enhance usability for multi-lingual citizens
- Shall provide the State with a scalable architecture that can be leveraged for addition of other languages

7) MiBridges Reports

The Contractor shall develop a series of reports that adequately illustrate MiBridges usage. These reports shall include sufficient detail to illustrate the usage of each component within MiBridges in addition to including specifics about usage based upon client demographics or program. Reporting capabilities are to be implemented using Crystal Reports and leveraging the base infrastructure. These reports are to be used by approximately 150 users within the State of Michigan and community partners. The contractor shall also convert the existing PowerPoint Self Service and IVR daily status reports to Crystal Reports – the Bridges standard reporting medium. The reports will also provide sufficient detail to support community partner outreach and community participation grant reporting requirements.

The Contractor shall ensure that the reports at a minimum:

- Are automatically generated through Crystal Reports
- Are accessible through Bridges
- Can be distributed as a printed/electronic
- Can be emailed as attachments to an identified user group
- Can be available as PDF reports displayed to users through Bridges
- Include conversion of all MiBridges related reports into Crystal Report format for all existing daily and monthly MiBridges reports
- Illustrate the daily and aggregate monthly usage of MiBridges Check My Benefits functionality.
    - These reports shall continue to provide sufficient details as the existing Powerpoint Self-Service and IVR status report and include at a minimum: the number of clients who are creating Check My Benefits Accounts to inquire about their benefits by a given day, and aggregated counts by month; the number of clients viewing correspondence through MiBridges by a given day, and aggregated counts by month; the number of Check My Benefits inquiries via the IVR by a given day, and aggregated counts by month.
    - The Check My Benefits reports shall also include information illustrating the number of clients that opt to receive e-mail and/or text messages from MiBridges on a daily and monthly basis.
- Illustrate the daily and aggregate monthly usage of Apply for Benefits functionality.
    - These reports shall include at a minimum: The total number of clients applying for benefits by a given day, and aggregated counts by month; the number of clients applying for benefits by program, the number of applications originating from a community partner or DHS kiosk and the resulting outcome (approval/denial and reason) for each of these applications. In addition these reports shall also include information about the clients county of residence, and which office the application was routed to (typically a Self-Service Processing Center).
    - These reports shall also include information illustrating the number of clients that opt to receive e-mail and/or text messages from MiBridges on a daily and monthly basis.
- Illustrate the daily and aggregate monthly usage of Document Upload Capability.
    - These reports shall provide a count of the number and type of documents uploaded in addition to a count of individuals that uploaded the documents.
    - These reports shall also provide counts by document type based upon the action that the user was taking (applying for benefits, reporting a change or completing a redetermination).
- The total number of clients reporting changes by a given day, and aggregated counts by month in addition to the programs the client was active or pending for when the change was reported
- Illustrate the daily and aggregate monthly usage of Renew My Benefits
    - These reports shall include the total number of clients renewing their benefits by a given day and aggregated counts by month
    - These reports shall include the number of clients renewing benefits by type (annual, semi-annual, or mid-certification)

Specific requirements regarding how Self-Service and IVR reports are delivered will be determined during Joint Application Design sessions conducted in collaboration with DHS and DTMB.

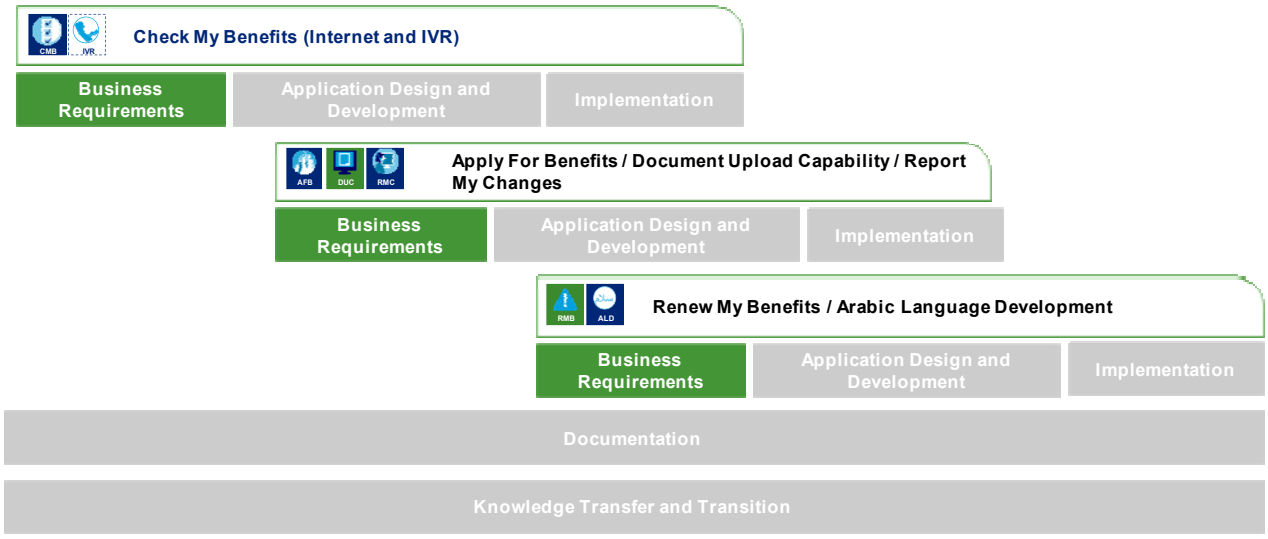
I. Services (work) To Be Provided and Deliverables -

These deliverables are not all inclusive. Bidders may propose other deliverables.

A. Business Requirements

Approach to Services Deliverables

The Contractor will gather business requirements by release as depicted in the graphic that follows.



MiBridges_Self Service-070a_4

Characteristics of Approach

Release 1 – Check My Benefits (CMB) – Internet and IVR

CMB is identified for early implementation since this approach expedites the ability to provide worker relief while increasing DHS clients' access to benefit information. The Contractor will promptly initiate business requirement sessions utilizing best practices developed from the initial FAP and LIHEAP implementations of CMB, such as:

- Use of simple and easy to understand sentences for both online screens and the IVR call tree
- Use of appropriate policy words
- Analyzing sentences through the Gunning Fog Index and the Flesch-Kincaid Reading Scale to confirm readability

The Contractor will demonstrate how the IVR will sound using Text to Speech during requirements gathering, giving the State a sense of the application even before it has been developed.

Release 2 – Apply for Benefits (AFB), Document Upload Capability (DUC), Report My Changes (RMC) – Internet only

AFB, DUC, and RMC have a greater impact on business processes than CMB and are therefore scheduled for the second release. The Contractor will focus requirement sessions for these components on the following:

- Review of the DHS-1171 (Application for Assistance) and other specialized forms (DHS 4574-B, MSA 1582, DHS 4574, and DHS 3243) to understand what information is needed from a business and policy perspective.
- Mapping drop-down values to Bridges equivalents. This maximizes the pre-filling functionality of the Bridges integration, increasing worker relief.
- Ease-of-use for the Report My Changes functionality by arranging these items in order by the most common changes; for example, an address change would be placed higher than buying or selling a car in the change list.

Additionally, where possible, the Contractor will produce prototypes to introduce the proposed functionality to the JAD participants, allowing them to focus on the business aspects of the solution.

Release 3 – Renew My Benefits (RMB), Arabic Language Translation (ALT) – Internet and IVR

RMB and Arabic Language Translation are components that are not currently present in MiBridges and require new development. Therefore these modules are scheduled for the third and final release. The Contractor will focus the RMB requirement sessions on the following:

- Reviewing the DHS-1010 (Annual Redetermination Form), DHS-1046 (Semi-Annual Redetermination Form), DHS-2240A (Mid-Certification Form), and DCH-0373 (MIChild/Healthy Kids Application) to understand what information is needed from a business and policy perspective
- Mapping drop-down values to Bridges equivalents. This maximizes the pre-filling functionality of Bridges integration, increasing worker relief.
- Determining what current case information to display to the client completing the online redetermination process

The requirement sessions for Arabic translation will focus on:

- Prototypes for the Arabic design that allow State staff to see what the solution looks like before UAT (user acceptance testing).
- Focus groups to confirm high comprehension levels across a broad user base

Activities

The Contractor's approach to business requirements will align the MiBridges Online Self Service Expansion design with the State's business needs. The Contractor will work closely and collaboratively with the State to confirm that the requirements gathered correspond to the policies and procedures of DHS.

The Contractor's evaluation and documentation of system requirements shall follow an iterative approach as part of the SEM Requirements Definition and Functional Design phases.

Review Existing Documentation

This activity includes:

- Identifying the current documentation and potentially reusing the structure to minimize the learning curve for State staff. This will allow the State to focus more on the content of the documentation rather than understanding the document format and structure.
- Defining the client's vision for the application
- Defining the client's measurable goals and objectives for the application
- Review and validation of the existing business documentation
    - Current business requirements document for FAP and LIHEAP
    - Current technical requirements document for MiBridges (Internet and IVR)
- Review and validation of the existing internal and external systems, applications and interfaces
    - Interfaces with Bridges
    - Interfaces with address verification tools
- 10 of the Contractor's proposed staff were involved in the creation of the original MiBridges Self-Service FAP and LIHEAP solution and are already familiar with the existing documentation

Prepare for Requirements Gathering

The Contractor will establish a requirements traceability matrix that is used throughout the development process.

This will provide the State the ability to track the development of the MiBridges expansion and will confirm that business needs have been adequately met. This activity includes:

- Identifying the key stakeholders and subject matter experts in the requirements gathering process to include the appropriate participants in JAD sessions
- Establishing a requirements traceability tool
- Planning and scheduling JAD sessions.
- Creating prototypes, screenshots and process flows for presentation at JAD sessions
- Verifying the JAD schedule maintains traceability data and includes tasks for traceability updates

Conduct Joint Application Design (JAD) Sessions
The JAD sessions will focus on defining requirements and proposed functionality with the State. This activity includes:

- Identifying system features and functionality needs
- Identifying, detailing, and modeling system use cases
- Validation of prototypes, process flows, and screen shots
- Assess functional and technical requirements
- Review and approval of user requirements

The following table represents anticipated JAD topics by component.

Component	JAD Topic	Programs Affected
CMB-Internet	CMB Summary Screen including retrieval of client correspondence	Common JAD(s) for each program
	CMB Program Details Screen	Program-wise JAD(s)
	Reporting capabilities	Common JAD(s) for each program
CMB-IVR	IVR Authentication –See Section 1.104-1	Common JAD(s) for each program
	Program specific call trees – See Section 1.104-1	Program-wise JAD(s)
	General FAQ	Common JAD(s) for each program
	Program specific FAQ	Program-wise JAD(s)
	Reporting capabilities	Common JAD(s) for each program
AFB	Common screens and associated help text (for example Demographics)	Common JAD(s) for each program
	Program specific screens and associated help text (for example CDC needs)	Program-wise JAD(s)
	Application routing and business process JAD(s)	Common JAD(s) for each program
	PDF JAD(s)	Common JAD(s) for each program
	Verification checklist	Program-wise JAD(s)
	Reporting capabilities	Common JAD(s) for each program

Component	JAD Topic	Programs Affected
RMB	Common screens and associated help text (for example Demographics)	Common JAD(s) for each program
	Program specific screens and associated help text (for example CDC needs)	Program-wise JAD(s)
	Routing and business process JAD(s)	Common JAD(s) for each program
	PDF JAD(s)	Common JAD(s) for each program
	Verification checklist	Program-wise JAD(s)
	Reporting capabilities	Common JAD(s) for each program
RMC	Common screens and associated help text (for example Demographics)	Common JAD(s) for each program
	Program specific screens and associated help text (for example CDC needs)	Program-wise JAD(s)
	Application routing and business process JAD(s)	Common JAD(s) for each program
	PDF JAD(s)	Common JAD(s) for each program
	Verification checklist	Program-wise JAD(s)
	Reporting capabilities	Common JAD(s) for each program
DUC	Uploading documents	Common JAD(s) for each program
	Reporting capabilities	Common JAD(s) for each program
Arabic	Translation	Common JAD(s) with Arabic specialist(s)

Deliverables

- Identification of business requirements (Contractor gathers the requirements)
- Verification and validation of business requirements (Contractor ensures software developed)
- Current Business Operations Document
- System Concept of Operations
- Business Work Flow document
- All required SUITE Documents

Below is a description of the deliverables, along with applicable SUITE templates:

Identification of Business Requirements (SEM-0402 and SEM-0501)
This is the output of the JAD sessions. The Contractor identify and create requirement and design documents that contain screenshots and the core requirements.

Verification and Validation of Business Requirements (SEM-0401)
Verifying and validating the requirements with the software development is the central purpose of the requirements traceability matrix.

Current Business Operations Document
To ease transition and allow the case workers to adapt easily to the new process changes, the Contractor will work with the State to create a current Business Operations Document and any changes which might be the product of systems changes.

System Concept of Operations
The concept of operations assists in the development of the business requirements. It serves as a use case for discussing how the user interacts with the system.

Business Workflow Document
Changes to MiBridges involve workflow changes for Michigan clients. The business workflow document will allow the State to get an overview of the current business process, the new business process, and the changes needed to reach the new business process. The following chart identifies the deliverables to be created by each Release and Component. For Release 1 and 2, there will be one deliverable for the overall Release, but Release 3 is split into two deliverables.

Key Deliverable	Release 1	Release 2			Release 3	
	Check My Benefits	Apply for Benefits	Document Upload Capability	Report My Change	Redetermine My Benefits	Arabic Language Translation
Identification of business requirements	Yes	Yes (1 Deliverable for the Release)			Yes	Produce if applicable
Verification and validation of business requirements	Yes	Yes (1 Deliverable for the Release)			Yes	Produce if applicable
Current Business Operations Document	Yes	Yes (1 Deliverable for the Release)			Yes	Produce if applicable
System Concept of Operations	Yes	Yes (1 Deliverable for the Release)			Yes	Produce if applicable
Business Workflow document	Yes	Yes (1 Deliverable for the Release)			Yes	Produce if applicable

Acceptance

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501. . For each of these deliverables, the Contractor will work with the State to create a deliverable expectations document (DED) that provides an initial outline and content description for the specific deliverable along with the approval process and acceptance criteria.

State and Contractor Roles

The State and Contractor will work closely together in order to complete the activities and deliverables associated with the Business Requirements.

Activity	Contractor Role	State Role
Review Existing Documentation	Thoroughly review the existing business process documentation	Provide access to the existing system documentation
Prepare for Requirements Gathering	Identify and confirm key JAD participants Prepare JAD documentation Develop initial traceability tool	Assisting in the identification of staff to attend JAD's Aligning individual calendars to prioritize JAD meetings
JAD Sessions, Conduct Requirements Gathering	Document JAD meeting minutes and output Update the requirements documentation	Provide SMEs and other required personnel to attend the JADs; The State will accept the final design document as created via the JAD sessions Confirm the business operations to allow for a precise assessment of the current Self Service business and technical environment
Deliverable Submission and Approval	Formally submit the official deliverables Incorporate comments from State feedback	Review and accept deliverables within mutually agreed upon conditions and timelines

The following table provides a high-level summary of activities that the **Bridges M&O team** will need to participate in and complete for the successful and timely implementation of the MiBridges expansion.

Check My Benefits Provide input during CMB JADs on information that is needed from Bridges Produce and seek approval of the Requirements document as per the Bridges defined processes
Apply for Benefits Participate in JAD sessions to understand the impacts to Bridges functionality due to the AFB expansion Produce and seek approval of the Requirements document as per the Bridges defined processes
Report My Changes Provide input during RMC JADs on information that is needed from Bridges Participate in JAD sessions to understand the impacts to Bridges functionality due to the RMC expansion Produce and seek approval of the Requirements document as per the Bridges defined processes
Renew My Benefits Provide input during RMB JADs on information that is needed from Bridges Participate in JAD sessions to understand the impacts to Bridges functionality due to the RMB expansion Produce and seek approval of the Requirements document as per the Bridges defined processes
Document Upload Capability Provide input during DUC JADs on information that is needed from Bridges Participate in JAD sessions to understand the impacts to Bridges functionality due to the DUC implementation Produce and seek approval of the Requirements document as per the Bridges defined processes

Tools

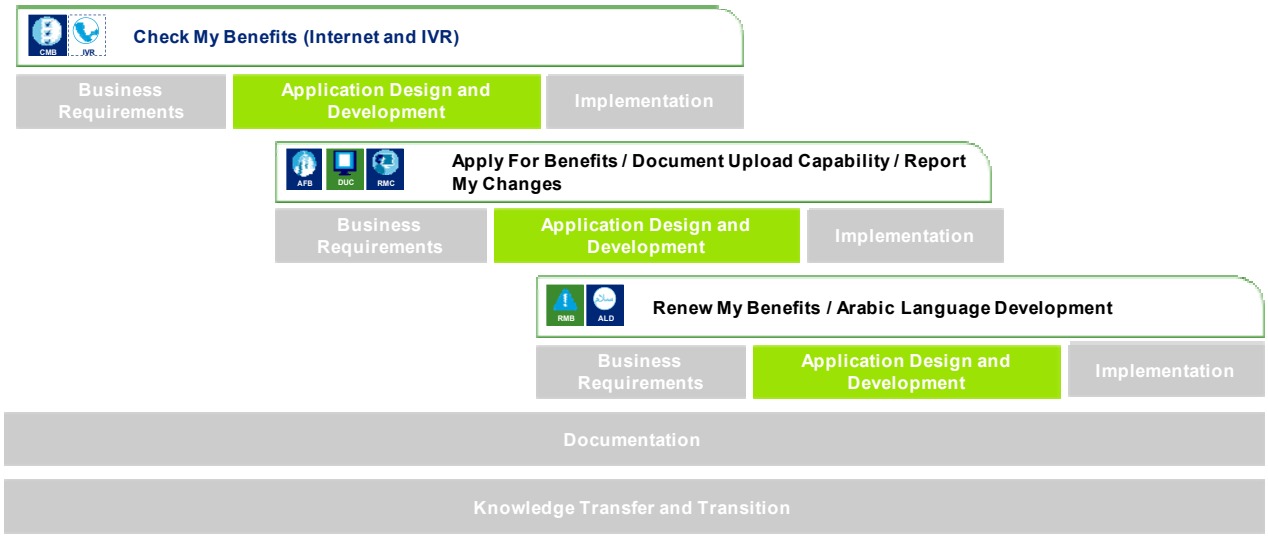
The Contractor will use the following tools to deliver the Business Requirements to the State's designated functional and technical leads.

Tool Name	Purpose
IBM Requisite Pro	Requirements management tool that helps projects to manage their requirements, improve traceability, strengthen collaboration, and integrate requirements to design documentation.
Microsoft Word	Word Processing tool which helps to document user requirements
Microsoft PowerPoint	Used to develop a user-friendly interface for JAD Session
Microsoft Visio	Create process and business flows
Crystal Reports XI	Create Report Mockups
SnagIt	Create screen Mockups
Audacity/Microsoft TTS	Sound Tool to playback IVR sentences. Allows the State to preview the IVR and how it sounds during the requirements session.

B. Application Design and Development

Approach to Application Design and Development

Application design and development will be performed during each of the three MiBridges Self Service Expansion releases.



MiBridges_Self Service-070b_4

During each iteration, the Contractor will use the confirmed business requirements to create the technical design and the output of this process will ultimately be used to guide the development efforts.

The following table provides examples of some of the key MiBridges leading practices that the Contractor will use during the design and development phase of each release.

Release	Contractor's Approach and Experience Helps Accelerate Application Design and Development
Check My Benefits (CMB) – Internet and IVR	Leverages production tested CMB Core Functionality and framework Reuses screen templates with the same look and feel as the original application. With CMB-Internet, the Contractor created a generic screen template which was used as a base for developers to build upon and extend based on the business requirements. Reuses the base IVR call tree with common functionality (for example, press zero to get additional help). With CMB-IVR, The Contractor created a generic IVR call tree which was used as a base for developers to build upon and extend based on the business requirements. Extend PIN (Personal Identification Number) option functionality to protect client information even if they have not logged out especially at public locations such as kiosks and libraries. Leverages existing MiBridges Unit Test and Quality Control Checklists.
Apply for Benefits (AFB), Document Upload Capability (DUC), Report My Changes (RMC) – Internet only	Match drop-down values with Bridges equivalents. This maximizes the pre-filling functionality of Bridges integration increasing worker relief. Match field sizes and values with Bridges. This supports Bridges integration and reduces technical complexity. For example, matching address field lengths removes problems associated with inter-system transfer of information with the complexity of matching fields. Extend PIN (Personal Identification Number) option functionality to protect client information even if they have not logged out especially at public locations such as kiosks and libraries. Certain AFB screens will have this option based on whether the screen is PIN enabled and has sensitive client data.
Renew My Benefits (RMB), Arabic Language Translation (ALT) – Internet and IVR	Contractor staff understand the State's redetermination process; no need for knowledge transfer from the State. Maximize Bridges integration (for example, allowing clients to retrieve their existing circumstances - income, expenses etc from the Bridges system). Reuse existing case information while the client is completing the online redetermination process. Extend 'Save and Exit' Functionality allows clients to save their application and return to their application. Leverage existing help and print capability to help clients easily fill out the screens and print out screens. Reuse the existing screens for MiBridges and minimize right to left layout changes. Incorporate focus group recommendations during design and development phases (once the State accepts) to confirm the understandability and ease of comprehension across a broad user base.

The Contractor activities are categorized into design activities and development activities.

MiBridges_Self Service-235_3

Design Activities

The Contractor will use an iterative, collaborative design process, involving formal and informal design sessions.
The result is a solution that is user-friendly, and meets the business and technical requirements for the system.

A. ***Identify Core Design Principles***

The design is based on the business and technical requirements gathered in the previous stage. The following are the five core design principles:

1. **Bridges Integration Considerations and Principles.** Matching field sizes and values with Bridges supports Bridges integration and reduces technical complexity. For example, matching address field lengths removes issues associated with inter-system transfer of information.

2. **Internet and IVR Security Considerations.** Securing client information from unauthorized access is part of each activity the Contractor will perform during design and development. Critical client information like SSN and date of birth will be encrypted. Further, PIN functionality will be used on screens where sensitive client information is collected, changed or displayed. This gives the client

peace of mind and prevents unauthorized access. Further, a feature of IVR is re-prompt of user-entered information as an IVR user can only confirm information by 'hearing' it. Care is taken here to not re-prompt information such as Social Security Number.

3. **Modular and Flexible Architecture.** Components are designed and developed to be modular to support other DHS efforts with a view towards the future. For example, the Contractor understands that DHS is currently underway in designing and developing an EDM solution. The design of Self Service Expansion incorporates components ready for integration with EDM.

4. **Maintainable Architecture.** Frequent maintenance activities include legislative, policy, program and operational changes. Activities include adding, removing and updating fields. Together in collaboration with DTMB and DHS the Contractor will bring the right combination of technologies to create a high-performance, cost-efficient maintenance operation that results in a successful delivery of services for the people of Michigan. An example of this is the use of Studio to change labels and display text for multiple languages.

5. **High Performance Demands.** With a constantly increasing case load and changing work force with competing priorities, high performance of the MiBridges Online Self Service Expansion is crucial to increasing user adoption. As part of the initial design and development of MiBridges, multiple dry runs were performed with varying changes done to increase performance and maintainability. This same is used for the other phases.

B. ***Define/Refine Software Architecture***

The following features of the Contractor's software architecture will enable them to add additional components to MiBridges:

1. Development tools such as "Studio" for maintaining reference tables, classes, and methods
2. Code generating capabilities serves as development accelerator and minimizes the manual/repetitive work effort and implements consistent implementation of methods across various modules
3. Screen wizards are dynamic nature which helps in queuing of screen based on the business needs
4. Dynamic screen builder enables quicker data capture for the citizens of Michigan
5. Ability for the citizens to interrupt or stop and pick from where they left during application or when they report changes
6. Electronic signature promotes true automation by allowing the citizens of Michigan to submit application electronic and discards the need to sign and send hard copies to the local offices
7. Ability to support multiple languages is a result of Contractor's flexible software architecture. The screen text and drop down values are maintained in reference tables in MiBridges
8. Scalable software architecture and the efficient framework provides capability to interface with Bridges
9. Performance tested software architecture components which is capable to handle projected increase in case load

The Contractor will build upon the existing software architecture to take advantage of existing functionality without the need of ground-up custom development or build from the scratch.

C. ***Design Source Code Stream Structure***

The Contractor will require an additional stream for long term development and will work with the State to create this code stream. The advantages of a development stream are:

- Expansion development can proceed without affecting current MiBridges production upkeep and its schedule.

- Current code from the production MiBridges stream can be merged back into the MiBridges Expansion stream periodically maintaining code integrity
- Facilitate the ability to selectively move source code from the development stream to higher environments

D. ***Design Logical and Physical Data Models***

During this activity the Contractor will define the Physical Data Model, which includes: databases, tables, fields, views, indices, constraints, access controls, storage, etc. The Contractor will already have the physical data models for CMB, AFB, and RMC. These data models with be extended. For purpose of RMB; the data model from Wisconsin and best practices from implementations in multiple other States is configured and expanded to suit the needs of that component. The Contractor will work with State staff and get them involved in each process of data modeling, including meetings to accept changes to the data model.

Development Activities

The Contractor will use an iterative development process to construct solutions based on the designs that result from the JADs and design processes.

A. ***Develop Code***

The Contractor has developed a dynamic architecture for MiBridges which provides the capability to change the field labels using Studio "Web-based tool". This flexibility extends to the key attributes of a webpage such as field text labels and drop down boxes. The MiBridges solution provides reference table modification tools that allow a DHS business user to add content in English, Spanish and Arabic. State resources with minimal technical knowledge can now manage the content without actually requiring programming changes.

B. ***Unit Test Code and Code Review***

The Contractor's development activities are further broken down into distinct phases – Unit testing and code review, and Code promotion to higher environments Structured approach to development reduces code errors and results in an efficient solution for end users.

During unit testing, the Contractor will test to confirm that the basic building blocks of MiBridges Online Self Service Expansion conform to the system design specifications. Developers are required to complete a Unit Test Checklist for each component they develop or modify.

C. ***Promote Code to Higher Environments***

The purpose of this activity is to allow the migration of the source code from the development environment to higher environments. This activity includes:

- Using automated scripts to identify code which is ready to move to higher environments base on criteria which are agreed upon by the Contractor and the State. The Contractor will reuse and/or customize scripts from the original MiBridges Online Self Service Expansion as well as scripts from other Self Service implementations.
- Delivering source code from development to higher environments using ClearCase.
- Creating ClearCase baselines of the promoted code to create a snapshot of what code is in an environment at all times

Deliverable(s)

- Application design and development document
- All required SUITE Documents used by Agency Services DHS and DTMB

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501. For each of these deliverables, the Contractor will work with the State to create a deliverable expectations document (DED) that provides an initial outline and content description for the specific deliverable along with the approval process and acceptance criteria.

State and Contractor Roles

The State and Contractor will work closely together in order to complete the activities and deliverables associated with the Application design and development.

Activity	Contractor Role(s)	State Role(s)
Application design and development document	• Design and implement the solution for the MiBridges Online Self Service Expansion	• Provide SMEs and resources to provide clarifications on business issues, provide technical staff to assist with any set up hardware and assess the design
Design Deliverable	• Create design deliverables based on requirements gathered through Joint Application Design sessions with the relevant stakeholders	• Review and accept the design deliverables
Assess and confirm data transfer design between MiBridges and Bridges	• Design and develop component to send information to Bridges staging area • Provide list of data fields required for MiBridges and list of data fields to be sent to Bridges staging area	• Responsible for the design of the component to accept information from MiBridges within the scope of the business requirements as agreed upon in the Business Requirements phase.
Build Data Transfer functionality between MiBridges and Bridges	• Design and develop component to receive information from Bridges • Build the MiBridges functionality to receive information from Bridges within confirmed timelines	• Responsible for the development of the component to accept information from MiBridges.

Bridges M&O Team's Responsibilities During Design	Bridges M&O Team's Responsibilities During Development
Check My Benefits • Create a layout of the extract file that includes the data elements to support MA, Cash, CDC and Non-Energy SER similar to existing functionality for FAP and LIHEAP • Design the process that handles providing correspondence details and relevant metadata to support viewing of online Client Correspondence in MiBridges • Produce and seek approval of the Design document as per the Bridges defined processes • Identify and provide dedicated development and test environments as per the Bridges defined processes	**Check My Benefits** • Develop new/change extracts per accepted design • Unit test extract files for data accuracy • Conduct modifications to existing batch schedule to handle FTPing additional extract files to the appropriate MiBridges environment

Bridges M&O Team's Responsibilities During Design	Bridges M&O Team's Responsibilities During Development
Apply for Benefits • Design web-service functionality to support AFB expansion efforts • Design screen modifications for inbox and inbox inquiry screens to support AFB expansion efforts • Design Bridges inbox reports (SS series) to support AFB expansion efforts • Design the pre-filling and conflict resolution functionality based on the new AFB data associated with MA, Cash, CDC and Non-Energy SER similar to existing functionality for FAP and LIHEAP sent from MiBridges • Design changes to staging tables to support the new programs and data elements • Produce and seek approval of the Design document as per the Bridges defined processes • Identify and provide dedicated development and test environments as per the Bridges defined processes	**Apply for Benefits** • Develop and unit test changes to web-service functionality per accepted design • Develop and unit test changes to inbox and inbox inquiry screens per accepted design • Develop and unit test changes to Bridges inbox reports (SS series) per accepted design • Develop and unit test changes to the pre-filling and conflict resolution functionality per accepted design
Report My Changes • Design web-service functionality to support RMC expansion efforts • Design web-service functionality to accept new data elements associated with the RMC expansion similar to existing functionality for FAP and LIHEAP • Design the pre-filling and conflict resolution functionality based on the new RMC data associated with MA, Cash, CDC and Non-Energy SER similar to existing functionality for FAP and LIHEAP • Produce and seek approval of the Design document as per the Bridges defined processes • Identify and provide dedicated development and test environments as per the Bridges defined processes	**Report My Changes** • Develop and unit test web-service functionality to support MiBridges pre-filling requirements per accepted design • Develop and unit test changes to web-service functionality to accept change reporting per accepted design • Develop and unit test changes to the pre-filling and conflict resolution functionality per accepted design
Renew My Benefits • Design web-service functionality to support RMB implementation efforts • Design web-service functionality to accept new data elements associated with a submitted RMB application • Design the pre-filling and conflict resolution functionality based on the new RMB data elements associated with the RMB implementation • Design screen modifications for inbox and inbox inquiry screens to support RMB implementation efforts • Design Bridges inbox reports (SS series) to support RMB implementation efforts • Design new elements in Manage Office to support routing of submitted RMB applications • Design web-service functionality to allow MiBridges to mark Redetermination forms as "received" if required • Produce and seek approval of the Design document as per the Bridges defined processes • Identify and provide dedicated development and test environments as per the Bridges defined processes	**Renew My Benefits** • Develop and unit test web-service functionality to support MiBridges pre-filling requirements per accepted design • Develop and unit test changes to web-service functionality to accept RMB applications per accepted design • Develop and unit test pre-filling and conflict resolution functionality per accepted design • Develop and unit test changes to inbox and inbox inquiry screens per accepted design • Develop and unit test changes to Bridges inbox reports (SS series) per accepted design • Develop and unit test new Manage Office elements per accepted design • Develop and unit test web-service functionality to allow MiBridges to mark Redetermination forms as "received" per accepted design

Bridges M&O Team's Responsibilities During Design	Bridges M&O Team's Responsibilities During Development
Document Upload Capability • Design web-service functionality to support DUC implementation efforts • Produce and seek approval of the Design document as per the Bridges defined processes • Identify and provide dedicated development and test environments as per the Bridges defined processes	**Document Upload Capability** • Develop and unit test web-service functionality to support providing latest application a redetermination status to MiBridges

Tools

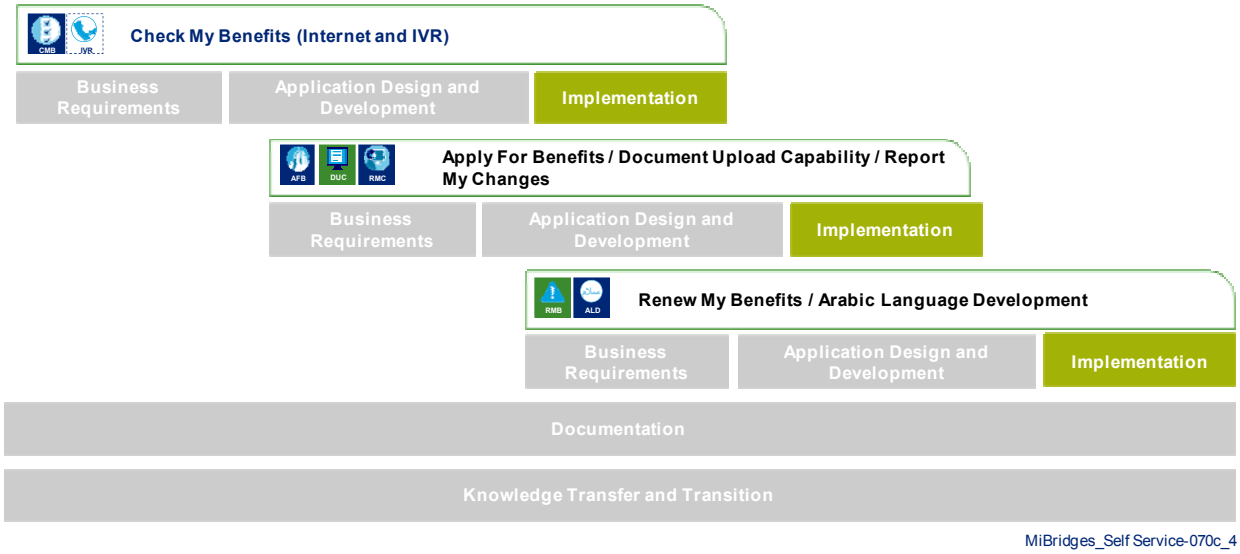
The Contractor will use the following standard tools in compliance with State requirements to deliver the application design and development activities to State designated staff

Tool Name	Purpose
IBM Rational ClearQuest	Tool for change tracking (defects, enhancements, testing, etc.), through a flexible, fully customizable, automated workflow. ClearQuest is accessed through a local application or over the web, and allows for real-time reports and metrics to aid business decisions.
IBM Rational ClearCase	Tool for version controlling the system source files, aids in workspace management, allows for parallel development, and provides detailed traceability and auditing. This confirms that the code is consistently accounted for, and can be tracked and traced at any time.
IBM Rational Application Developer	Tool for developers to rapidly develop, assemble, and test java code. This tool integrates with the other Rational products to seamlessly allow developers to link their code changes with back to the original defect/enhancement request, and the original requirement(s)

C. Implementation

Approach to Implementation

Implementation will include regression testing and User Acceptance Testing with each release, as depicted in the graphic below.



Check My Benefits (CMB)
The Contractor will jumpstart implementation activities by reusing test scenarios from the original MiBridges solution as well as from similar Self Service State implementations. The Contractor will go out in the field and have end users test the application as part of implementation. This is especially true for client facing applications such as Check My Benefits and IVR. Common threads and issues are identified from the surveys conducted with users. Feedback from the focus group sessions will be discussed with the State and appropriate measures will be taken to mitigate issues. Several key features of CMB require unique testing strategies to demonstrate their readiness for production:

1. There will be a one-time synchronization activity between Bridges and CMB to populate the Self Service application with Cash, Medicaid, CDC and non-energy SER data. This includes benefit issuance data and VCL data. Testing includes a demonstration that the data is successfully synchronized in the Self Service application and is visible on the screens. The volume of data provides a foundation for testing that the data fields in the CMB screens are populated correctly. This test also provides a good representation of what can be expected in terms of the implementation time needed to complete the one-time synchronization during go-live.

2. Having completed the one-time synchronization of data, testing then focuses on the daily synchronization of the delta of data that has been changed in Bridges. This is achieved by making changes in Bridges, such as running issuance, and verifying that the corresponding data is updated on the CMB pages. This testing also highlights the collaboration with the Maintenance and Operations vendor, who will create the Bridges side test data that is needed for end-to-end testing from Bridges to CMB.

3. On data sensitive screens, such as those that display benefit issuance information, testing looks at the PIN feature that protects user's data when using a non-secure computer.

4. Retrieval of correspondence tests are available in CMB. The Contractor's solution includes providing correspondence to the end-user by sending key indexing information to CMB, and having the application reach through web services back to Bridges to retrieve the original correspondence, demonstrates that duplication of correspondence data and templates in the Self Service application is not necessary. This shows the benefit of having a single system of record for this legal document.

5. The text messaging and e-mail alert feature that notifies the user when new correspondence is available is also tested at this point.

6. Tests are conducted to examine the screens and printable material from CMB in both English and Spanish.

In addition to these special testing considerations, standard testing for an online application will also be conducted, including examining input fields for data consistency (e.g. numeric fields should only contain numeric characters), field edits, enforcement of mandatory versus optional data fields, field label clarity and word spelling, tabbing order between fields, flow and navigation between screens, among other tests.

Apply for Benefits (AFB), Document Upload Capability (DUC), Report My Changes (RMC)
AFB, DUC, and RMC follow CMB to allow more time for preparation of the Self Service Process Centers who will see a greater increase in application submission and change reporting business.
The real-time submission of an application for benefits through to Bridges will be tested. But also a failure of the real-time submission will be simulated in test to demonstrate that under these circumstances the batch process picks up the application submission and completes its transfer to Bridges, from where the Self Service Process Centers take up the application processing. Other features that are unique to AFB include the following:

- Review of DHS-1171 Application for Assistance to confirm items have not been missed; and completing an application through a paper process and online process and comparing results

- Specialized Medicaid forms (for example, for Plan First and IAA) are available with shortened screen queues where applicable, as defined by the State during requirements gathering

- Uploading multiple documents of varying sizes and different types to confirm Document Upload Capability

- Reporting similar changes through a paper process and through online to confirm both are working the exact same way

- The save and exit feature successfully preserves data entered on the screens, so that a user who exits the application (or is disconnected) can return without having to reenter the saved data

- Making an application in Spanish renders a PDF for the Self Service Process Center worker in English, with tests confirming that the data matches between the Spanish and English fields.

RMC is unique in that it shows existing data in Bridges. Similar to CMB, testing confirms that the changeable data is available in RMC. This critical end-to-end testing again requires close collaboration with the Maintenance and Operations vendor of Bridges to provide the relevant test cases. The same real-time submission and batch submission tests as for AFB are conducted to show that the reported changes in RMC are correctly transferred into Bridges.

DUC is tested to confirm that only PDF, TXT and JPG files can be uploaded and are appended to the AFC and RMC PDFs for successful transfer into Bridges. The two way exchange is tested for DUC to demonstrate that additional documents can be uploaded up to the point where the Self Service Process Center worker begins to actually work the case.

The Contract will also conduct standard testing for an online application, including examining input fields for data consistency (e.g. numeric fields should only contain numeric characters), field edits, enforcement of mandatory versus optional data fields, field label clarity and word spelling, tabbing order between fields, flow and navigation between screens, among other tests. Additionally, The Contractor will have focus groups planned for this phase to confirm end-users get a chance to critique the application before it is released for the general population.

Renew My Benefits (RMB), Arabic Language Translation (ALT)

The Contractor will develop test scenarios which are specially designed for Michigan specific processes. Further, The Contractor will work with the State to customize test scenarios from Contractor's other implementations for the State's benefit.

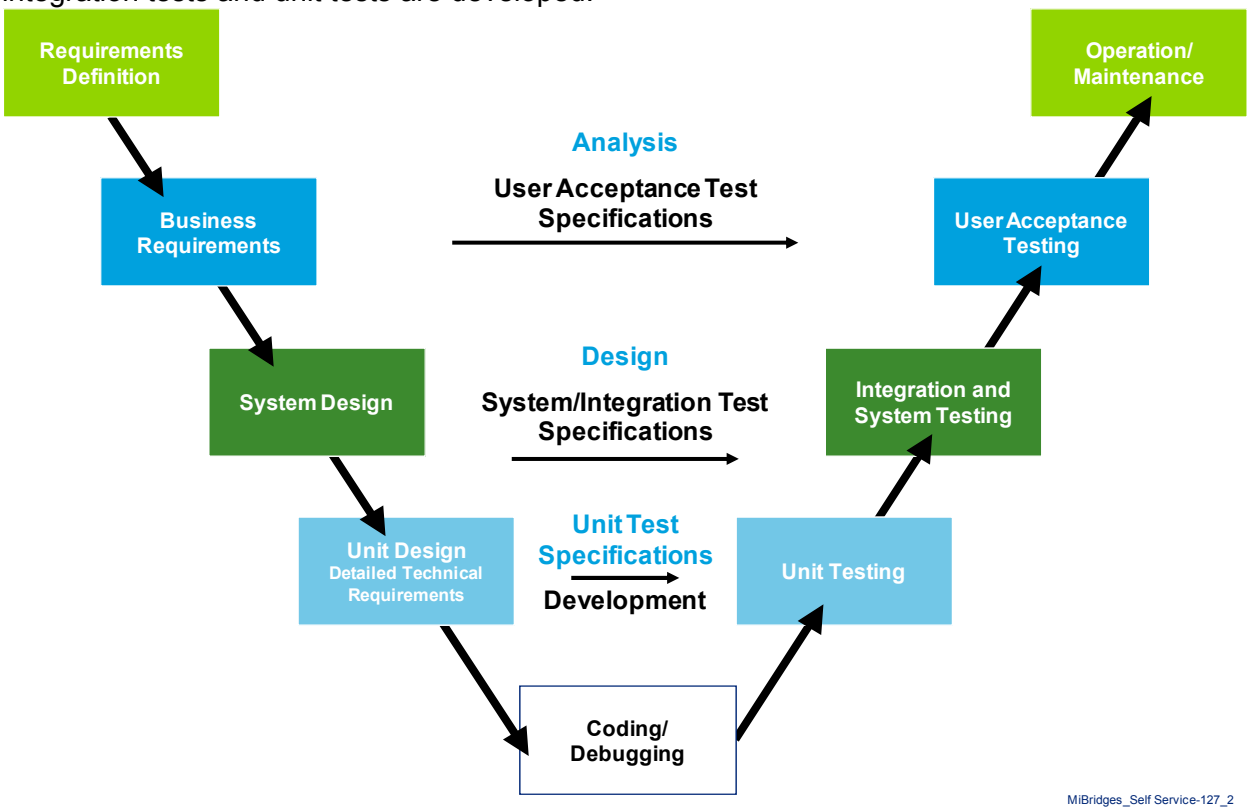
Testing includes the three renewing time frames: standard renewal, semi-annual renewal, and mid-cert renewal, including specialized renewals such as those seen with the DHS-2240-A for 24 month certification of certain FAP or Medicaid clients.

Again the standard set of tests that are conducted for each of the modules is exercised.
The use of Arabic focus groups is key, to help confirm the understandability and ease of comprehension across a broad user base. The Contractor will stress the importance of right to left readability of text on a left justified webpage. This while retaining text alignment with existing MiBridges functionality, aligned to the left, but translation of text represents right to left readability.

Activities

Testing tasks will begin as soon as requirements are gathered since these form the foundation of the test scenarios that are needed. Testing team participation in the requirements gathering sessions is important to understand the underlying business objectives which are the focus of User Acceptance Testing. Test scenarios become more specific during design, and then are fully realized into documented testing tasks during development.

As the project engages in each phase of the SDLC, so the test scenarios will attain a different focus. As mentioned, during requirements gathering the foundation of the test scenarios that examine the business objectives of the application are formed. These are the scenarios that are executed during User Acceptance Testing. The test scenarios needed for System Testing, more commonly known as Quality Assurance Testing (QAT) to DHS and DTMB, are driven from the design document since QAT is the first test that the developed functionality addresses the business needs. Finally, as the technical details emerge, performance tests, integration tests and unit tests are developed.



Testing is also cyclical in that defects are expected during each phase of testing, and when found and resolved are subjected to the same step-by-step testing exercise from the lower to the higher test environment. That is, resolved defects are again subject to unit testing, integration testing, QAT and UAT to confirm that they are satisfactorily resolved.

The Contractor will manage these steps through Clear Quest, through work requests that are tracked through the development environment(s) into the QAT environment, and when passed by the QAT team, become available to the UAT team. If a defect is found, the work request cycles back to the Development team for resolution, and if additional coding is performed, the work request again marches up through the environments to be confirmed at each level. With each release of new changes to a higher test environment, regression tests are performed to check that unchanged functionality has not been disturbed by the new code.

With a public facing application testing of certain technical aspects are important. For example, the Contractor will confirm that the solution can interact and display on multiple browsers, and that interfacing links with this application are not broken. In this release the Contractor will check compliance of the application with Internet Explorer 6.0 (obtained from http://www.michigan.gov/documents/dit/Dtop_Swr_5-26-06_173034_7.pdf) to confirm that the look and feel of the application is consistent and as intended Further, as this is a citizen facing application, the Contractor will test the application with multiple browsers including Internet Explorer, Firefox, Safari, Chrome and Opera. Accessibility and browser compatibility tests will be conducted using standard compliant web browsers such as Microsoft Internet Explorer, Firefox, and Google Chrome. The World Wide Web Consortium (W3C) standards will be used as reference for browser specifications. The Contractor will test using different settings enabled like using no mouse input, using only the keyboard, disabling style-sheets, or displaying images. These tests help determine if the application behaves according to design to allow users to operate effectively.

Other critical testing activities that are conducted include performance testing. A key factor in measuring the performance of an application is the hardware that supports the test environment where performance testing is conducted. Even if this hardware is the same as production, interpreting the performance results must include an understanding of simulated load versus actual production load. There is a heavy reliance on collaboration with DTMB to establish the suitable test environment and interpret the implications of the test results.

Following completed testing and acceptance, actual implementation of the new functionality into production occurs. With the first release of CMB, this includes a one-time synchronization utility to populate the MiBridges Self Service application with Cash, Medicaid, CDC and non-energy SER data. This includes benefit issuance data and VCLs, among other data. For this and any other special implementation steps, the Contractor includes a step-by-step release and migration plan to be followed on the go-live weekend; and the Contractor will support DTMB and DHS in the execution of this plan, participating where necessary and being available for support through the implementation. The final activity is post-release follow up. The Contractor will conduct three broad activities during the 90-day warranty period following release into production: The Contractor will monitor the production environment, inspecting error logs to attain early identification of any issues that arise; the Contractor will fix defects that the State identifies as being critical to resolve; and the Contractor perform post-release reviews of the functionality, including conducting field interviews to obtain feed-back on sensitive aspects of the functionality, such as Arabic Language Development.

Deliverable(s)

- Services to implement the application, including
  - Interfaces/Integration using existing interface
  - Testing (user, system)
  - Successful implementation into Bridges/MiBridges production environment
  - 90 Days post implementation technical support
- All required SUITE Documents used by Agency Services DHS and DTMB

A Breakdown of the above deliverables is provided below:

Interfaces/Integration Using Existing Interface

Among the key suites of tests that are exercised are those with the interface between the MiBridges Self Service application and Bridges. Since Bridges is the system of record for the case data that forms the determination of eligibility and level of benefits for the programs, the precise exchange of data between the systems is critical.

The backbone of this testing is in the success of the existing interface with Bridges and the integration with the new functionality, and so this is tested early in the development life cycle. The Contractor will consider it necessary as early as integration testing, where the components built are first tested together, as a whole. For example, once Unit Testing is complete on the individual screens in CMB, and navigation between screens is tested, the next logical step is to test that the actual data in Bridges is accessible by CMB.

CMB relies on a one-time synchronization of data between Bridges and MiBridges Self Service applications. Testing this process demonstrates that the technology and flow of data works, provides a substantial base of test data, and also demonstrates the Maintenance and Operations vendor's ability to work with the Contractor in end-to-end testing. It also establishes the platform for testing the ongoing flow of data in the delta transfer that is part of the day-to-day operations of MiBridges Self Service application.

The more sophisticated features of CMB, such as viewing correspondence and notifying the client via text messaging or e-mail when new correspondence is generated in Bridges, then builds on the initial success of testing the integration with the existing interface.

Interfaces/Integration Using Existing Interface Snapshot	
Objectives	• Confirm that the existing interface can manage the data needed by the new MiBridges Self Service Expansion features • Provide a substantial base of test data • Confirm that the M&O vendor can support end-to-end testing • Build a platform for more sophisticated end-to-end testing
Accelerators	• Contractor's knowledge of the existing interface • Contractor's knowledge of the testing environments which must mimic the production interface • Early testing that establishes the backbone of subsequent testing

System Testing

System Testing has three steps in a mature development cycle: Unit Testing, Integration Testing and Systems Integration Testing (Quality Assurance Testing).

Unit Testing will include specific to programs and components, and tests that the developed product meets the technical specifications provided in the design. It will be a structured step performed by the developer to test that the developed code delivers the output designed from the input, in an error free manner (with proper error handling to manage unexpected data).

Integration Testing will be the first technical test of the individual components working together in an integrated manner. It is during this testing that interaction with system components such as network communications and hardware is first studied. Since this testing usually comprises of each piece of a component, aligning with the State's current testing strategy, the components will be delivered in a package into a separate environment (from the developer's environment) for testing. And from this environment, delivery to higher test environment is done as a whole.

Quality Assurance Testing (QAT) will be the first focused look at whether the developed component under test meets the business needs defined in the design. Business knowledgeable testers are important in this step, and they will have attended the requirements gathering sessions and been the architects of the business test scenarios. The Contractor will document business tests in Clear Quest (CQ). CQ will promote the cycle of retesting that is important when defects are uncovered, by returning work requests in CQ to development for correction and subsequent promotion back through the various testing levels.

System Testing Snapshot	
Objective	• Confirm functional, performance, and reliability requirements placed on major design items • Detect any inconsistencies between the software units that are integrated together or between any of the aggregates and the hardware • Assess the application with the MiBridges/Bridges interface • Confirm that the system meets the business requirements set forth in design
Accelerators	• Sample System Test Scenarios/Cases from Contractor's Testing Repository • Use of Clear Quest to manage testing and track defect resolution • Contractor's familiarity with the State's use of Clear Quest to manage testing • Contractor's familiarity with the testing environment setup preferred by DTMB and DHS

User Testing

The primary responsibility of the State UAT team is to plan, prepare, and perform User Acceptance Testing to confirm that the State receives a system that complies with the functional, technical, and performance requirements. The UAT Team will be included and actively participating in each of the SDLC phase activities, not just UAT. The UAT team needs to be involved early in the SDLC process to reduce downstream risk and improve releases. The UAT team provides a test plan and acceptance criteria to confirm that the teams are working congruently. State users will be involved in day-to-day activities related to regular business and will require support from the Contractor during the UAT to confirm its success. The Contractor will conduct periodical meetings with the users to confirm that their concerns, if any, with regards to the application are appropriately understood and addressed. This confirms that the end users are constantly involved, they are provided with the necessary clarification and their feedback is acted upon.

The UAT environment is separate from the other test environments, and receives a full build of the changes that have been tested in QAT. Test scenario documentation is in Clear Quest (QC) using the same form types for both QAT and UAT. CQ will be updated as soon as the tester documents their result, and the Contractor will constantly monitor CQ.

The Contractor will also provide data mining services when the UAT team asks for specific test cases that may already exist for a test scenario. Such services are not limited to the Contractor Application Development team, since Contractor's QAT staff also possess the technical skills to find test cases through SQL inquiry, and usually have already found such cases in their testing since QAT and UAT test the same build (albeit sequentially). The Contractor's QAT team also make themselves available to the UAT team to discuss test findings.

User Acceptance Testing Snapshot	
Objective	• Confirm that the application meets the design specified by the business end user • Assess system set-up for transaction and user access • Avoid surprises when the application is released and address surprises which may arise during UAT before the product is released to a wider user community • Increase confidence in the application among stakeholders and end users
Accelerators	• Collaboration between QAT and UAT teams helps reduce unnecessary escalation of issues • Contractor's familiarity with CQ allows the Contractor to react quickly to issues discovered during testing • Contractor's knowledge and experience with the existing MiBridges and Bridges application allows the Contractor to assist testing by mining for test cases

Performance Test

The Contractor's collaboration with DTMB will be critical since DTMB is solely responsible for production set up; hence it is not sufficient for the Contractor to make recommendations for performance improvements based on their own testing, it is critical for the Contractor to work with DTMB to understand the parameters being inspected under load.

Performance Testing Snapshot	
Objectives	• Assess that the application performs properly • Assess that the application conforms to the performance needs of the business • Identify, analyze, and fix performance problems • Assess the hardware for the application is sufficient • Conduct capacity planning for future demand of the application • Design and create load test scenarios based on current usage patterns, analysis of the production performance metrics and changes to the applications components

Regression Test
Regression testing occurs once the integration testing is completed. It verifies that code revisions do not adversely impact existing functionality. The Contractor will collaborate with the State to identify the critical functionality that must be intact to allow reasonable use of the system, and they develop a set of regression test scripts in HP's QuickTest Pro software to repeatedly test this functionality. The scripts are run each time a new build is prepared for release to the higher test environments; first during integration testing as an acceptance criterion for releasing the build into QAT. Regression testing is also recommended as an acceptance criterion for migrating the build into the UAT environment. It is common for the regression test suite for UAT to subtly differ from the QAT regression test suite, to allow focus on successful operation of business functionality for UAT versus a more technical review with the QAT tests.

If defects are found in regression testing they are quickly remedied since the regression tests typically identify issues with the key functionality, with resolution needed before code is promoted to limit negative testing impacts for the whole testing team.

Regression Testing Snapshot	
Objectives	• Verifies that code revisions do not adversely impact existing functionality • Confirm that mission critical functionality in the application is not broken

90 Days Post Implementation Technical Support
During the 90 day post-implementation period, The Contractor warrants its solution to operate as specified in the manner described in the accepted requirements and design deliverables. Any functional deviation from the accepted design deliverables are logged and jointly determined whether they are defects or enhancements. Defect identification, documentation, and tracking services are provided by the Contractor for the project during the 90 days post-implementation period. Resolution is usually in the form of an application fix, system enhancement, updating of system reference values, clarification of system functionality, or a combination therein.

The Contractor will work with the State to review and prioritize these defects, finalize a delivery schedule, and once mutually agreed address them as warranty at no additional cost to the State. In this way, the Contractor and State jointly agree on scope of services, warranty coverage, and impact to the business in terms of effected requirements. The Contractor will support during user acceptance testing and post implementation to help confirm issues are resolved for users and the State. The Contractor will support the State by researching, tracking, and resolving questions and requests regarding the MiBridges Online Self Service Expansion Solution.

The status of each problem is monitored from the time a problem is opened to the time the problem is resolved and closed. Problem resolution information is maintained and used to measure customer support performance. Additionally, to help confirm each problem is resolved, open requests are reviewed on a daily basis to facilitate prompt closure.

The Contractor will use Remedy and ClearQuest to capture, manage, and track defect information. Reports provide an outstanding error listing of the assessed issues, date, and type of resolution to the State. Any issues that indicate the existence of a system problem of critical or high severity level are escalated to the State promptly. Medium and low issues are discussed during regularly scheduled prioritization meetings.

For fixes that need rapid deployment to production the Contractor will use a dedicated environment which supports the rapid development and testing of the fix prior to production deployment.

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501. For each of these deliverables identified in this section, The Contractor will work with the State to create a deliverable expectations document (DED) that provides an initial outline and content description for the specific deliverable along with the approval process and acceptance criteria.

State and Contractor Roles

The Contractor's services to implement the MiBridges Online Expansion Solution includes integrating the solution using the current interface to Bridges, providing testing services, production implementation and 90 day post implementation technical support.

The State will be deeply involved throughout the System Development Life Cycle (SDLC) of the Software Engineering Methodology and play an important role in the review and approval of these services.

Activity	Contractor Role	State Role
Interfaces/Integration using existing interface	• Contractor works with partner agencies, DTMB and DHS to reuse and extend the existing interface between Bridges and MiBridges. Goal is to minimize worker data reentry and maximize productivity.	• State identifies the functional lead and the technical lead who can participate in the end-to-end SDLC process of this project. • State reviews and accepts the Interface requirement and design plan.
Testing (user, system)	• Contractor involves the State designated functional lead and technical lead in each aspect of the testing process including working the State throughout the testing process.	• State designated functional and technical lead participates in the Testing sessions as well as weekly status meetings for testing.
Successful implementation into Bridges/MiBridges production environment	• Contractor works with other agencies and fully support the State in successfully implementing MiBridges to production.	• State designated functional and technical leads actively participate in the detailed planning, design and deployment stages of this process.
90 Days post implementation technical support	• Contractor provides a detailed plan of action and supports the MiBridges solution for a period of 90 Days post implementation technical support.	• State designated functional and technical leads review the document and provide necessary feedback to Contractor.
Conduct Inter-System Testing between MiBridges and Bridges	• Contractor creates a testing plan with detailed artifacts to confirm whether the interface on the MiBridges side sends and received detailed information to Bridges. This is to be done by linking with Bridges in a test environment.	• Bridges M&O team creates a testing plan with detailed artifacts to confirm whether the interface on the MiBridges side sends and received detailed information to Bridges. This is done by linking with MiBridges in a test environment. • State confirms and accepts the test results of the MiBridges to Bridges End to End Testing.

Bridges M&O Team's Responsibilities During Testing	Bridges M&O Team's Responsibilities During Go-Live
Check My Benefits • Produce and seek approval of the Test Plan including scenarios as per the Bridges defined processes • Setup test cases to support testing plan • Provide testing progress metrics as per the Bridges defined processes • Provide a generated extract file to the MiBridges team based upon the then accepted work plan. • Test extract files for data accuracy • Provide test files for integration testing, QAT and UAT on a daily basis • Participate in end-to-end testing • Conduct performance testing and fine-tune the extract batch jobs as per the Bridges defined processes • Resolve outstanding items in a timely manner to meet MiBridges project timelines • Updates to documentation as per the Bridges defined processes	**Check My Benefits** • Participate in go-live preparation planning activities • Provide go-live and ongoing production support for the following data files: – One-time synchronization file • Daily delta files
Apply for Benefits • Produce and seek approval of the Test Plan including scenarios as per the Bridges defined processes • Setup test cases to support testing plan • Provide testing progress metrics as per the Bridges defined processes • Provide access to the modified functionality based upon final accepted work plan. • Participate in end-to-end testing • Conduct performance testing and fine-tune the web-services as per the Bridges defined processes • Resolve outstanding items in a timely manner to meet MiBridges project timelines	**Apply for Benefits** • Participate in go-live preparation planning activities • Provide ongoing production support for web-services
Report My Changes • Produce and seek approval of the Test Plan including scenarios as per the Bridges defined processes • Setup test cases to support testing plan • Provide testing progress metrics as per the Bridges defined processes • Provide access to the modified functionality based upon final accepted work plan. • Participate in end-to-end testing • Conduct performance testing and fine-tune the web-services as per the Bridges defined processes • Resolve outstanding items in a timely manner to meet MiBridges project timelines	**Report My Changes** • Participate in go-live preparation planning activities • Provide ongoing production support for web-services

Bridges M&O Team's Responsibilities During Testing	Bridges M&O Team's Responsibilities During Go-Live
Renew My Benefits • Produce and seek approval of the Test Plan including scenarios as per the Bridges defined processes • Setup test cases to support testing plan • Provide testing progress metrics as per the Bridges defined processes • Provide access to the modified functionality based upon final accepted work plan. • Participate in end-to-end testing • Conduct performance testing and fine-tune the web-services as per the Bridges defined processes • Resolve outstanding items in a timely manner to meet MiBridges project timelines	**Renew My Benefits** • Participate in go-live preparation planning activities • Provide ongoing production support for web-services
Document Upload Capability • Produce and seek approval of the Test Plan including scenarios as per the Bridges defined processes • Setup test cases to support testing plan • Provide testing progress metrics as per the Bridges defined processes • Provide access to the modified functionality based upon final accepted work plan. • Participate in end-to-end testing • Conduct performance testing and fine-tune the web-services as per the Bridges defined processes • Resolve outstanding items in a timely manner to meet MiBridges project timelines	**Document Upload Capability** • Participate in go-live preparation planning activities • Provide ongoing production support for web-services

Tools

The Contractor will use the following standard tools in compliance with State's requirements to deliver the implementation activities to State designated functional and technical leads.

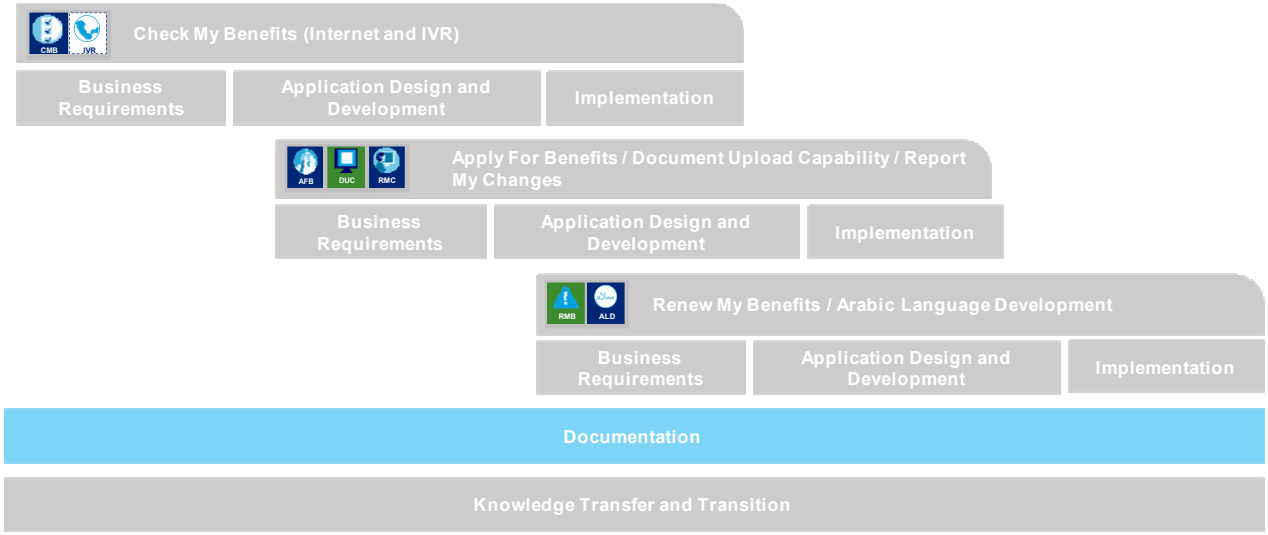
Tool Name	Purpose
Quick Test Pro	• Automated regression test tool to execute predefined scripts
Mercury Load Runner	• Load testing tool to simulate multiple users accessing the system
HP Quality Center	• A central repository which is used to track regression test and testing results
Rational Clear Quest	• Defect/enhancement and test scenario tracking tool used to document tests, issues and resolutions
Rational Requisite Pro	• A central repository used to gather and track the requirements
Microsoft Word	• Word Processing tool which helps to document test scenario status, results and other documentation
Microsoft PowerPoint	• Used to develop a user-friendly interface for Business process flows for life cycle testing and other illustrations

D. Documentation

Approach to Documentation

The Contractor will expand upon current MiBridges Self Service documents to meet the final deliverable needs within the framework of the State's SUITE methodologies. At the onset of the project, the Contractor will work with the State to review existing documentation requirements and processes. Updates are made to documentation throughout requirements, design (based on accepted changes), development and testing (based on system fixes).

The Contractor will create new system and process documentation and update existing documentation. There will be three distinct phases of documentation corresponding to each release. The updated final documentation begins with the Business Requirements and JAD sessions with the State for Check My Benefits. The figure below demonstrates the Contractor's commitment to constant documentation, knowledge transfer and transition throughout the life of the project.



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Deliverable(s)

The Contractor shall provide electronically, and a minimum of two hard (2) copies of the following documentation in addition to an electronic format will be provided for all required SUITE Documents used by Agency Services DHS and DTMB including but not limited to:

a. User and Technical Manuals - On-line and Hard Copy
b. Data Element Dictionary
c. Operations Manual

For existing documentation that is to be updated as changes are made, the Contractor shall provide electronically, and a minimum of two hard (2) copies of the updated documentation.

Descriptions of these deliverables are provided below:

User and Technical Manuals

The User and Technical Manuals provide general information about the application, including an overview of the application itself, an introduction to critical concepts and terminology, key features within the application, guidance on how to navigate within the application, and descriptions of the functions that can be performed within the application. The Contractor will provide new User and Technical Manuals and/or updating existing User and Technical Manuals for functionalities impacted by the approach to the MiBridges expansion. The Contractor will create these manuals throughout the project life cycle. These manuals will be created with the input of JAD participants, focus groups and by the development and technical team.

Data Element Dictionary
The Data Element Dictionary is the key output of the detailed design activities. The Data Element Dictionary associates database fields with the fields on the user and system interfaces, thus establishing a logical relationship between each field and database element. Links database tables, reference tables, and metadata about each table and column into a single view are identified in the Data Element Dictionary. The Contractor's approach to system documentation involves creating new Data Element Dictionaries for newly added elements and updating existing Data Element Dictionaries that are impacted by the approach to the MiBridges expansion. Included in the Data Element Dictionary are tables, elements, and the relationships between them. The Contractor will create the Data Element Dictionary by building off of their knowledge gained from the current self service screens, databases structure, and the impacts and relationships with the Bridges System.

Operations Manual
The Operations Manual provides standard operating procedures with detailed description of system processes and service. Constant maintenance of the manual with the updated processes, workflows, and user and system interfaces to reflect the changes throughout the project life cycle helps the State to effectively maintain the MiBridges. The Operations Manual is for the State and Contractor staff responsible for running the system helping to reducing costly and negative errors. The Contractor will create a new Operations Manuals and updating existing Operations Manuals for functionalities impacted by their approach to the MiBridges expansion. Input of State staff and stakeholders will be considered when creating the final document. As development, testing, and implementation progress these manuals are dynamically updated to fit the business needs of the stakeholders and the end users.

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

The Contractor will work with DTMB and DHS to create, update, and maintain documentation for the MiBridges Self Service Expansion. The Contractor will create initial documentation for each deliverable and present them at each JAD session. Throughout these sessions and requirements gathering, each documentation is updated in accordance to the requests of the State, major stakeholders, and end users. The Contractor will create a final version of each deliverable with the inputs and feedback from the relevant stakeholders so as to meet the acceptance criteria of the State.

The State is deeply involved throughout the Software Engineering Methodology and play an important role in the development of these deliverables. The State and the JAD participants will shape the direction and final product the User Manual/Technical Manuals, Data Element Dictionary, and Operations Manual. At the end of the MiBridges Self Service Expansion, the State is responsible for reviewing and accepting the final product of each of these deliverables.

Key Deliverable	Contractor Role	State Role
User Manual/Technical Manuals	• Contractor creates these manuals throughout the development of the Self Service Expansion.	• The State reviews and accepts the final User Manual/Technical Manuals.
Data Element Dictionary	• Contractor builds a data dictionary to capture the new tables and data elements created • Contractor will expand the existing data dictionary	• The State reviews and accepts the Data Element Dictionary.
Operations Manual	• Contractor maintains the system operations guide with the new processes, workflows, and interfaces to reflect releases throughout the project life cycle.	• The State reviews and accepts the Operations Manual.

As MiBridges expansion results in modifications to the current Bridges functionality, the responsibility for creating new Bridges system documentation and making updates to existing Bridges system documentation rests with the Bridges M&O Team as detailed in the table below.

Bridges M&O Team's Responsibilities	Functional Component	Requirements	Design	Development	Testing
Produce and seek approval of the **Requirements** document as per the Bridges defined processes	All	☐			
Create a layout of the daily Bridges extract file that includes the data elements to support MA, Cash, CDC and Non-Energy SER similar to existing functionality for FAP and LIHEAP	Check My Benefits		☐		
Deliver generated extract file to the MiBridges team based upon the then approved work plan	Check My Benefits			☐	☐
Deliver unit tested web-service functionality per approved design	All			☐	☐
Produce and seek approval of the **Design** document as per the Bridges defined processes	All	☐	☐		
Produce and seek approval of the **Test Plan** including scenarios as per the Bridges defined processes	All				☐
Provide **Testing Progress Metrics** as per the Bridges defined processes	All				☐
Updates to **documentation** as per the Bridges defined processes	All	☐	☐	☐	☐

Tools

The Contractor will use the following tools in compliance with the State's requirements to deliver the specified documentation to the State designated functional and technical leads.

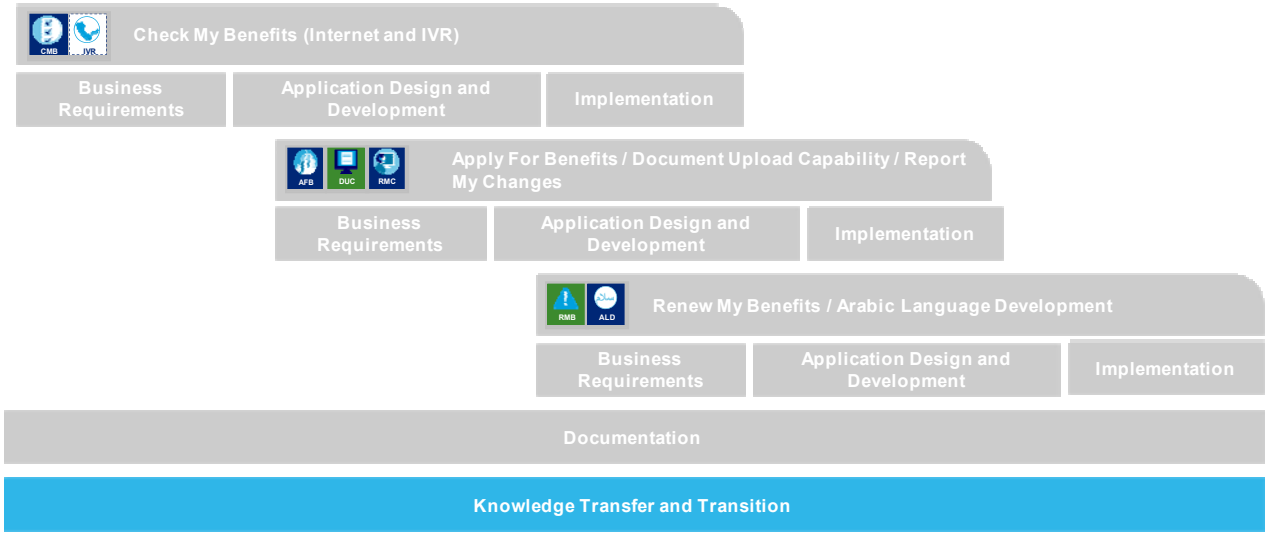
Tool Name	Purpose
Microsoft Word	• Word Processing tool which helps to document user requirements and other documentation
Microsoft PowerPoint	• Used to develop a user-friendly interface for Business process flows and other illustrations
Microsoft Excel	• Used to develop Issue tracking and multiple other artifacts
Microsoft Visio	• Create process, business flows, design and graphics (workflow diagrams)
SnagIt	• Create screen Mockups
IBM Rational ClearCase	• Version control tool used when updating documentation
Erwin	• Create database models

E. Knowledge Transfer/Transition

The Contractor will provide knowledge transfer to two State employees which will include a functional lead and technical lead.

Approach to Knowledge Transfer/Transition

The Contractor will involve the State staff from the beginning of the project; the Contractor's knowledge transfer plan has the State designated functional and technical leads as part of one integrated team in the business requirements gathering sessions and the subsequent design sessions.



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Throughout the project the team members work actively side-by-side to successfully accomplish project activities. The Contractor's approach provides the State designated staff the opportunity to practice completing the same project tasks, applying the same procedures, and using the same tools as the Contractor team resources. The State designated functional and technical leads participate in business requirements, application design, development, and system implementation activities.

While knowledge transfer will happen by performing the same tasks as Contractor's team, it still requires the Contractor and the State to follow a knowledge transfer process which identifies the tasks and methods to address the characteristics of the MiBridges Online Self Service Expansion project.

Stage I: Establish Capability Transfer Foundation

The Contractor will establish the knowledge transfer foundation by identifying the basic principles of system transition and those skill sets that are necessary for the State to effectively assume responsibility for the system.

Stage II: Develop Capability Transfer Program

The Contractor will begin the process of creating the knowledge transfer program in which various system transition approaches are identified, milestones and criteria for determining effectiveness are determined, and the transition plan is documented. For MiBridges Online Self Service Expansion, this plan will be designed for the State designated functional and technical leads. At a summary level, these leads:

- Participate in the definition of business and design requirements sessions
- Engage with Contractor during the code development and unit testing processes
- Collaborate with the test team to write and complete test scenarios
- Assist in implementation support activities

Stage III: Execute Knowledge Transfer Plan

The Contractor uses one or more of the following basic and effective methods to facilitate knowledge transfer:

Key Activities	Description
Pre-requisite Learning	A solid foundation in skills is important for those resources identified to assume responsibility for the system. Working with the State the Contractor will identify pre-requisite skills that State designated functional and technical leads should possess (or complete).
Self Review of Documentation	This method involves the State designated resources reviewing the project and system documentation. This self study may result in questions which can then be addressed using one of the other methods defined below. This method is critical for activating prior knowledge as the designated leads begin to engage on the other project activities.
Meeting/Discussion	These meetings and discussions allow the appropriate resources to openly discuss a knowledge transfer topic and provide firsthand account and explanations of important details related to the topic. Each meeting should have a defined agenda to control the scope of the discussion. Participants should review related documentation prior to attending the meeting.
Walkthroughs/Demonstrations	This method provides for a logical or sequential overview of a system functional or technical component. It involves an interactive visual presentation during which the State designated staff is provided the opportunity to gain hands-on experience as applicable. The participants should have reviewed the applicable documentation prior to attending the walkthrough so that they have a basic understanding of the topic allowing for an effective review of details during the walkthrough.
Shadowing or Participation in Meetings and Activities	This method involves having both the current task owners and transition resources jointly participating in meetings and/or following each other through the day-to-day project activities, operations and discussions. This method is often referred to as On the Job Training (OJT). It is important that there are clearly defined objectives to effectively use this method for transition.
Substantial and Meaningful Assignments	As knowledge increases for the State designated staff then they may take on additional responsibilities. Throughout the transition the Contractor's team works to provide opportunities for the designate staff to perform meaningful assignments and activities related to the knowledge necessary for assuming responsibility of MiBridges.
Governance Meeting Participation	This method provides a hands-on means to understand project structures by participating in the various governance meeting forums – steering team, project team, development team, logistics and user education team meetings, etc.

Deliverable(s)

- Knowledge Transfer/Transition to State Staff

  Knowledge transfer starts at project initiation and continues throughout the project life cycle. Following the processes and executing the activities described in the previous sections will conclude with the successful completion of knowledge transfer.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

State and Contractor Roles

Activity/Deliverable	Contractor Role	State Role
Knowledge Transfer/Transition to State Staff	• Contractor to present the prerequisite skills • Contractor will involve State designated functional lead and technical lead in the Requirements and Design JADs • Execute the knowledge transition activities according to the plan	• State to identify the functional lead and the technical lead who can participate in the life cycle process of this project. • State to review and accept the Knowledge transfer plan • State designated functional and technical lead will participate in the Requirements and Design JADs • State designated functional and technical leads will actively participate in the executive of the knowledge transition activities

Bridges M&O Team's Responsibilities
Knowledge Transfer/Transition to State Staff • Identify and involve the necessary Bridges M&O Team staff that will be part of the MiBridges and Bridges integration design and development • Execute the knowledge transition activities according to the Bridges integration plan for the designated State staff

F. Optional Bank of Hours

The State intends to establish funding for up to **4000 hours** over the initial term of the contract for related development. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. They State may request additional hours if the option years are exercised.

The State will submit a Statement of Work to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, And Responsibilities

A. Contractor Staff

1. The Contractor's Single Point of Contact (SPOC) for this contract is Umesh Jadhav. The duties of the SPOC shall include, but not be limited to:

    - supporting the management of the Contract,
    - facilitating dispute resolution, and
    - advising the State of performance under the terms and conditions of the Contract.

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

2. The Contractor shall provide, and update when changed, an organizational chart 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.

3. The following are identified as Key Personnel (see section 2.062) for this project:

Key Personnel Position Title	Key Personnel Assigned
Project Manager	Gaurav Diwan, PMP
Lead Developer	Sanjay Ojha, PMP
Lead Business Analyst	Sreshta Wickramasinghe
Interactive Voice Response (IVR) Technical Lead	Quaseer Mujawar

A description of these key positions is provided below:

a. **Project Manager**
The Project Manager will interact with the designated personnel from the State to insure a smooth transition to the new system. The Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

b. **Lead Developer**
The Contractor shall provide a full-time person, the Lead Developer, to lead the Development Team. The lead developer will coordinate all of the activities of the Contractor personnel assigned to the project and work in consultation with the DTMB technical lead. This person will be the primary point of contact for the State and PCO for all development activity.

c. **Lead Business Analyst**
The Contractor shall provide an experienced Lead Business Analyst to serve as the primary liaison between the State's business staff and the Contractor's technical staff.

d. **Interactive Voice Response (IVR) Technical Lead**
The Contractor shall provide a full-time person, the IVR Technical Lead, to lead the IVR Development Team. The IVR Technical Lead will coordinate all of the activities of the Contractor personnel assigned to the project and work in consultation with the DTMB technical lead.

The Bidder shall provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State.

The Contractor's Interactive Voice Response (IVR) Technical Lead role ends with the release of IVR to production and completion of the warranty period of Release 1.

B. On Site Work Requirements

1. Location of Work

At a minimum Contractor will be required to have key personnel as defined by the state onsite in Lansing, Michigan for project planning, requirements gathering, and UAT.

2. Hours of Operation:

a. Normal State 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.
b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
b. 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, proposed 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 pay for all costs associated with ensuring their staff meets all requirements.

1.202 State Staff, Roles, And Responsibilities

The State will provide the following resources for the Contractor's use on this project:

- Work space
- Minimal clerical support
- Desk
- Telephone
- Printer
- Access to copiers and fax machine

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB Project Manager:

Executive Subject Matter Experts

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

- Resolve project 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 Contractor's project manager, within 48-hours of their expected decision date.

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

- Provide 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
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- 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.

As of the effective date for contract commencement, the **DTMB Project Manager** is:

TBD

As of the effective date for contract commencement the **DTMB Contract Administrator** is:

TBD

The Department of Technology, Management, and Budget, Purchasing Operations, serves as the State's Purchasing Operations Buyer. As of the effective date for contract commencement the **DTMB Purchasing Operations Buyer** is:

Steve Motz
Purchasing Operations
Mason Bldg, 2nd Floor
530 W. Allegan Street
Lansing, MI 48913
Email: motzs@michigan.gov
Phone: 517-241-3215

1.300 Project Plan

1.301 Project Plan Management

(A) Orientation Meeting

1. Upon ten (10) calendar days from execution of the Contract, the Contractor must 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 State and the Contractor.
3. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

(B) Project Control

1. The Contractor must carry out this project under the direction and control of the Michigan Department of Technology, Management and Budget.
2. The Contractor will report to the DTMB Information Officer (IO) or designee. The Contractor will provide a Project Manager. This Project Manager will work closely with the DHS Business owner and DTMB IO. The Contractor Project Manager will provide all contractual reporting documents to the DTMB IO or designee.
3. The Preliminary Project Plan is provided in **Attachment B**.

4. Within five (5) working days after Orientation Meeting, the Contractor must submit to the State project manager(s) for final approval a **Detailed Project Plan**.
   a. The Detailed Project Plan will replace the Preliminary Project Plan. This may be further amended by the State, as a result of the orientation meeting and other subsequent meetings between the Contractor and the State.
   b. This Detailed Project Plan must include the following:
      i. The Contractor's project organizational structure.
      ii. The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
      iii. The project breakdown (work plan) 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 work plan.
      v. Identification of risks and mitigation strategies.
      vi. Operational approach, logistical approach and migration path.
5. The Contractor must manage the project in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute), the state's Project Management Methodology (PMM) [Methodology is available at www.michigan.gov/projectmanagement], and the state's Software Engineering Methodology. (Methodology is available at www.michigan.gov/suite.)
   a. Contractor must 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 must 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 sixty (60) calendar 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 must support reporting in compliance with the State standards.

(C) Performance Review Meetings

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

1.302 Reports

Reporting formats for reports listed below must be submitted to the State's Project Manager for approval within 5 business days after the Orientation Meeting. Once both parties have agreed to the format of the report, it must be the standard to follow for the duration of the contract.

At a minimum, the Contractor must provide the following reports during the design construction, testing, and implementation phases:

- Weekly Project status
  - Summary of activity during the report period
  - Accomplishments during the report period
- Updated project plan
- Deliverable status
- Schedule status
- Action Item status
- Issues

- Change Control
- All reports listed in the state's Project Management Methodology
- All reports listed in the state's Software Engineering Methodology.

A Description of the required reports is provided below:

Weekly Project Status

This report will provide a summary of activity during the past week and accomplishments during that week. During planning, the Contractor will document which plans have been started, discussed with the State, delivered to
the State for approval, and approved by the State. During requirements and design, the Contractor will document the requirements gathering sessions and joint design sessions that have been completed, documented, and the documents submitted for approval, and approved by the State. During construction, the Contractor will document which components are under development and which have been developed and promoted to the higher test environments. Both metrics are supported by data extracted from ClearQuest, and report the overall progress of development versus the plan. During testing, the Contractor will document which components have become available for testing, the status of testing these components including test scenario status, and the overall progress of testing versus the plan. During implementation, The Contractor will document the steps needed to successfully implement the functionality that is ready for production and document post implementation analysis. Other accomplishments that are outside of the SEM phases are also included in the weekly status report, such as the state of knowledge transfer efforts.

Updated Project Plan

The Detailed Project Plan is a living document which must include changes to the project as they arise and are approved by the State and Contractor. Changes can have an impact on schedules and resources, and showing them on an updated detailed project plan is essential in helping clarify the down-stream impact on other work items and showing any changes in the critical path.

Deliverable Status

The deliverables are the key artifacts for the State and include items such as:

- The Deliverable Expectation Documents (DED) that detail the format for the reports
- Reports requested by the State such as the Weekly Status Report
- The plans for managing and executing the project
- The requirements and design documents
- Code delivery to higher environments
- Code documentation
- Test documentation and the final testing status that supports the readiness of functionality for production
- Implementation documentation
- Physical delivery of functionality to production
- Closeout documentation for the project

Since these artifacts represent the progression of work towards a successful project conclusion, providing regular updates on their status is essential for the State to understand that the work is being done to their satisfaction. The Contractor will provide the status in the form of a list of deliverables with a green-yellow-red color scheme for each deliverable, where green represents that the deliverable is on target in accordance with the project plan, yellow represents behind schedule but mitigation actions are expected to bring the deliverable back on track, and red represents behind schedule and new mitigation strategies may be necessary.

Schedule Status

The Detailed Project Plan will contain the work breakdown activities to their lowest level. While Microsoft Project rolls work activities up to a summarized level and provides useful charts that show the schedule of activities and milestones, such as the Gantt chart, the State also needs to see how changes are impacting the schedule with an overall view. This is what distinguishes the Schedule Status from other statuses such as the Weekly Project Status or Deliverable Status. The Schedule Status focuses on the milestones that need to be attained for the project to stay on schedule and shows where work that is behind, on target, or ahead of plan

impacts the schedule. The Contractor will provide status in the form of green-yellow-red scorecard for the activities, where green represents that the activity is on target in accordance with the project plan, yellow represents behind schedule but mitigation actions are expected to bring the activity back on track, and red represents behind schedule and new mitigation strategies may be necessary. The Contractor will report the Schedule Status at regular intervals (as mutually agreed upon with the State).

Action Item Status
Action items are activities that must be completed in order for the State or Contractor to proceed with work activities that are part of the plan. They may arise out of planned project activities, such as the joint design sessions in which, for example, a policy clarification may be needed. They may arise from the detailed plans for the various phases of the project, for example a plan may call upon the technical team to upload test scenarios into the planned test scenario management tool (ClearQuest). Or they may arise from the mitigation actions to address an issue, risk, or change. In each case, they are tracked either in the project management tool (SharePoint) or in the documentation associated with the particular activity to which they apply, for example the meeting minutes from the weekly status meeting. Reported statuses include the person responsible for the action item, the target date for completion of the item, and updates on progress, as applicable, towards concluding the action item by the target date.

Issues
Issues are tracked within the project management tool, SharePoint. These are typically items that have manifested themselves into active problems that must be resolved. In addition to the details of the issue and the impact to the project, reported statuses include the person responsible for addressing the issue, the target date for addressing the issue, and updates on progress, as applicable, towards resolving the issue by the target date.

Change Control
The Contractor will formally report and discuss changes with the State at weekly status meetings in which change control items are detailed along with recommendations on how they can be accommodated into the schedule.

Reports Listed in the State's Project Management Methodology
The Contractor will work with the State to identify the reports listed in the State's Project Management Methodology that are applicable to the project and produce them on the mutually agreed frequency using the templates provided in the corresponding DED as approved by the State.

Reports Listed in the State's Software Engineering Methodology
The Contractor will work with the State to identify the reports listed in the state's Software Engineering Methodology that are applicable to the project and produce them on the mutually agreed frequency using the templates provided in the corresponding DED as approved by the State.

1.400 Project Management

1.401 Issue Management

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

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

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

Level 1 – Business leads
Level 2 – Project Managers
Level 3 – Executive Subject Matter Experts (SME's)

The following steps will be followed for logging, tracking, and escalating an issue through its life cycle during the MiBridges Self Service Expansion project:

Steps	Description
1. Issue Identification	A potential issue which may impact project progress is identified by Contractor/DTMB/DHS.
2. Issue is Logged and tracked in SharePoint	The Issue is logged in SharePoint with the intent of tracking the issue to completion. The identifying party is responsible for entering the minimum information which includes the description of the issue, identification date, and the potential team who will be responsible for resolving the issue.
3. Contractor Analyzes Issue	Contractor team members analyze the issue and perform an initial evaluation of the source, cause, and system as well as business impact and develop recommendations for resolution. An initial priority of the issue is also determined at this point to enable accurate escalation of the issue.
4. Issue Escalation	Depending on many factors which include the effect of the issue on scope, budget, quality, and schedule as well as impact on business users, the issue is escalated using different channels of communication to the Business leads, project managers, and executive subject matter experts.
5. Categorization, Prioritization and Resolution Action Plan	DHS, DTMB, and Contractor members collaboratively identify the category of business area to which the issue belongs, the priority of the issue, and a plan for resolution that includes the target due date and assigned resources.
6. Resolution	Contractor works with concerned DTMB/DHS staff and trading partners to resolve the issue. Once an issue is resolved, it is marked as complete in SharePoint.

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 State.

A Risk Management Plan format shall be submitted to the State for approval within 20 business days after the Orientation Meeting. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's 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 State 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 State 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 State also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator 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. **Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DTMB Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.**

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

The table below describes the key tasks contained in the change management process used on the MiBridges Online Self-Service Expansion project.

Steps	Description
1) Scope Change Identification	A scope change is typically identified as either a consequence of validation sessions or as a result of subsequent discovery.
2) Contractor Analyzes and Evaluate Change Impact	The Contractor evaluates change requisitions identified by members of the project team and determines the impact of the change to the baseline configuration of the project.
3) Send Request for Change to MiBridges Online Self Service Expansion Change Control Board	If Contractor determines that a change requisition affects the baseline configuration, it provides a recommendation to the MiBridges Online Self Service Expansion Change Control Board indicating the change requisition and its impact to the baseline configuration.
4) MiBridges Online Self Service Expansion CCB Evaluates the Change Impact	The MiBridges Online Self Service Expansion Change Control Board evaluates the change based on Contractor's recommendations and either approves, rejects, or request more information about the change and its impact. In the event of potential changes to external interfaces, the affected teams in these external agencies are notified and their feedback incorporated in the evaluation of change impact. A critical step in the review process for potential external impacts is considerations with the Bridges M&O team. Changes for MiBridges can impact the Bridges application. Similarly, changes to Bridges can impact MiBridges.
5) Receive Change Approval and Recommendation	If the change requisition is accepted by the MiBridges Online Self Service Expansion Change Control Board, the Contractor project manager as a member of the Contractor Change Control Board receives the change approval to proceed as directed.
6) Implement	The Contractor team implements accepted change requisitions from the Change Control Board. If the change has impacts to the contract, a contract amendment is created. Version control of the CCB meeting document will track the changes over time for audit purposes.

1.500 Acceptance

1.501 Criteria

All Deliverables must 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.

The Contractor will complete a Deliverable Expectation Document (DED) and conduct Deliverable walkthrough processes determine that feedback for the deliverable is provided in an incremental manner and the effort required from DHS and DTMB to review the deliverable is not onerous. Additionally, once the final deliverable is submitted for formal review, the process confirms that there are no surprises and the review process is manageable and is completed in a timely manner – key to keeping the project on track and on time.

The acceptance process of this Contract, as outlined in the Terms and Conditions, Sections 2.251 through 2.256, must be used by the State and the Contractor.

1.502 Final Acceptance

The State has certified that all system requirements have been met and all deliverables have been completed and accepted by the State and the system performs according to State specifications.

1.600 Compensation and Payment

1.601 Compensation And Payment

Method of Payment

Payments will be made for completion of deliverable/milestones. The Cost Tables are provided in **Attachment C.**

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

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required and approved by the State, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at: *http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html*

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, 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 Contractor Work Hours and Conditions

- The parties agree that the Services/Deliverables to be rendered by Contractor 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 this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

Invoicing
Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

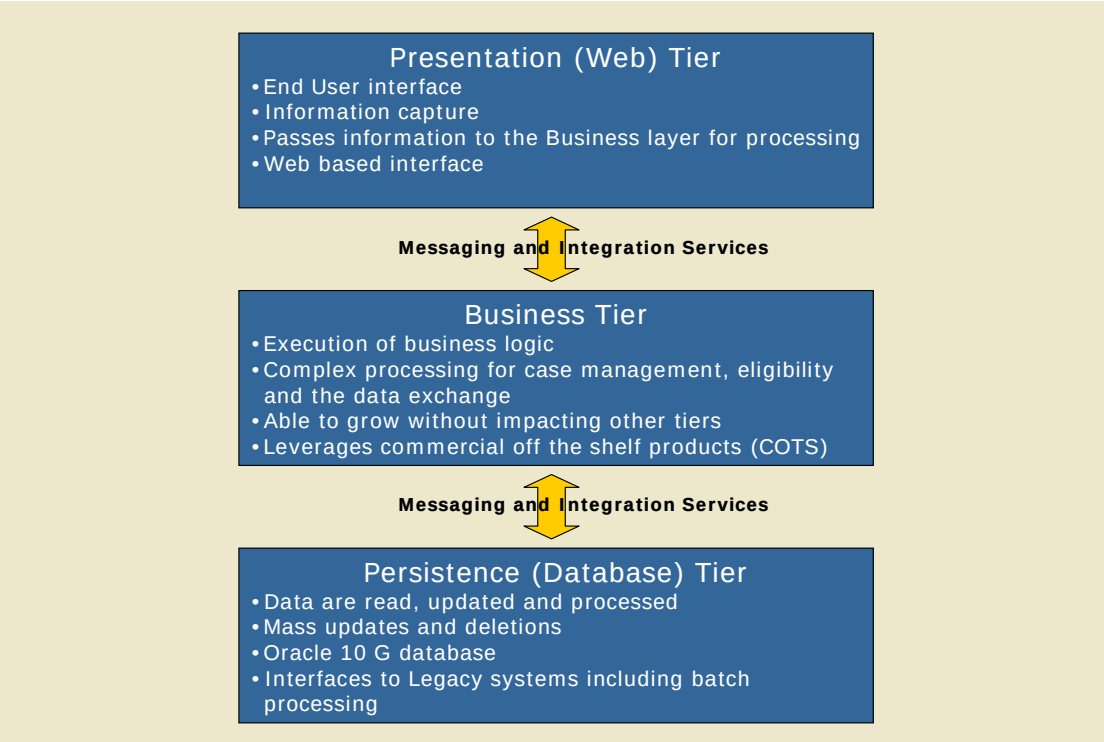
Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 Holdback
The State shall have the right to hold back an amount equal to **twenty percent (20%)** of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back for each specific release shall be released to Contractor after the State has granted Final Acceptance of that specific release. The holdback amounts have been incorporated into Attachment C.

Appendix A - Bridges Technical Overview

Logical Architecture View

The architecture of the BRIDGES system is an n-tier design that separates the application into tiers or layers that are architecturally independent of the other. The BRIDGES system consists of a presentation tier, business logic tier and a persistence tier which communicate using messaging and integration services.



- **Presentation (Web) Tier**

Also known as the Web tier, or presentation layer, this governs what the users see at their workstation. A HTTP server hosts the display interface. The developed Graphical User Interface (GUI) must be compliant with the Americans with Disabilities Act (ADA) and is geared to those of varying backgrounds, languages and skill levels. The Web tier for BRIDGES is specifically developed to capture information, not process it. It allows information to pass through it to the Business Tier, or application layer, where multiple processor stacks route the data and link to data.

- **Business Tier**

The Business Tier is the layer where business logic is run. The complex processing for case management, eligibility and the consequential data exchange among the components of the service and external systems is performed within the Business Tier.

This layer is the most critical to the solution and is broken apart from the Web tier to allow the State to grow the application component of the solution as needed without interfering with, or having to rebuild, the front end—the Web tier.

Developer tools, such as IBM Rational Software Architect/Modeler in combination with J2EE executing on IBM WebSphere Application Server provide ready-to-use application components that would otherwise have to be custom built for integration. Isolation and integration are key elements of the overall solution.

- **Persistence (Database) Tier**

The first two layers of the solution act like separate components of the overall solution that enable specific activities to occur before allowing the User to access the database where sensitive data resides. The Database Tier is designed to provide the State added security. It will use port 1521 for Oracle or as defined by the

technical requirements. Roles providing access to the application are built into the BRIDGES system. The database environment, where data is read, updated and processed according to the business rules configured for operations, is accessed after a series of approvals and processing functions occur within the previous two layers of the system. Stored procedures and triggers within the Database Tier enable mass updates, deletes and other operations to occur quickly within this layer. These are defined as a component of the application logic. The Oracle database component is necessary to provide the premium processing capabilities required by the State.

- **Messaging and Integration Services Tier**

The Messaging and Integration services Tier supports the interactions between the clients and the servers and includes messaging, transaction, security, synchronization, queuing, event, inter/intra application communications, and resource management services. It allows for increased flexibility and adaptability and also provides for easier integration between the application and other agency legacy systems.

Bridges Software Architecture:

The BRIDGES application includes software that resides on standard desktops and servers. Examples of the desktop components include:

- Microsoft Windows XP,
- Microsoft Internet Explorer v5.5 or later (Secure Socket Layer (SSL) enabled with 128-bit encryption), and
- Adobe Acrobat Reader 8.1

Server-side software components include:

- Sun Solaris 10 Operating System
- BRIDGES application
- Oracle Database 11.2g Enterprise Edition
- IBM WebSphere Application Server, v 6.0.2.31
- IBM HTTP Server, v 6.0.2.31
- Crystal Reports XI
- IBM WebSphere MQ Messaging Software, v 6.0.2.0
- IBM WebSphere Business Integration Software, v 6.0.2.0
- Novell eDirectory, v 8.8.2
- Opus, v 6.59 (for generation of Correspondence)
- Informatica Power Center v, 8.1.1
- IQ8, v 8.05 (for address verification)
- Search Software America (SSA) v2.7.04 (for file clearance)

Tool Support Servers

Tool Support Servers that are Windows based use dual 3.4 GHz/2MB Cache Xeon processors and 70 GB hard drives. The following servers in the indicated environments require 2 GB memory:

- OpCon Server for Development
- OpCon Server for QA
- FAST4J Tool Server for Development
- Rational Tool Server for Development

The following servers in the indicated environments require 8 GB memory:

- OpCon Server for Production
- Build Workstation attached to the SAN

The Rational Data server resides in the Development environment and is a Sun Fire V240 with dual SPARC Ultra III processors and 32 GB memory.

Servers

- DTMB and DHS utilize the Sun family of servers for Bridges. For each server, different configurations of processors and memory are required depending on the environment in which it resides. All servers are updated to the most recent patch level required by the hardware Contractor and contain the necessary anti-virus software as defined by the State. The Sun Fire servers, with the exception of the X4100, run the Solaris 10 operating system. The X4100 run the Windows operating system.

Bridges Network Infrastructure:

The Bridges application is accessed via a wide-area TCP/IP compliant network infrastructure that is provided and maintained by the State. The infrastructure includes firewalls, fiber connections, SAN connections, workstation LANs, project file systems, etc.

Bridges physical environments will be housed within State facilities and use the existing State network infrastructure. Thus the architecture depends on this infrastructure to be the primary channel to deliver the Bridges application to users throughout the State.

Network monitoring services for the Bridges solution will be provided by the State and include trouble shooting assistance and reporting as needed by the project.

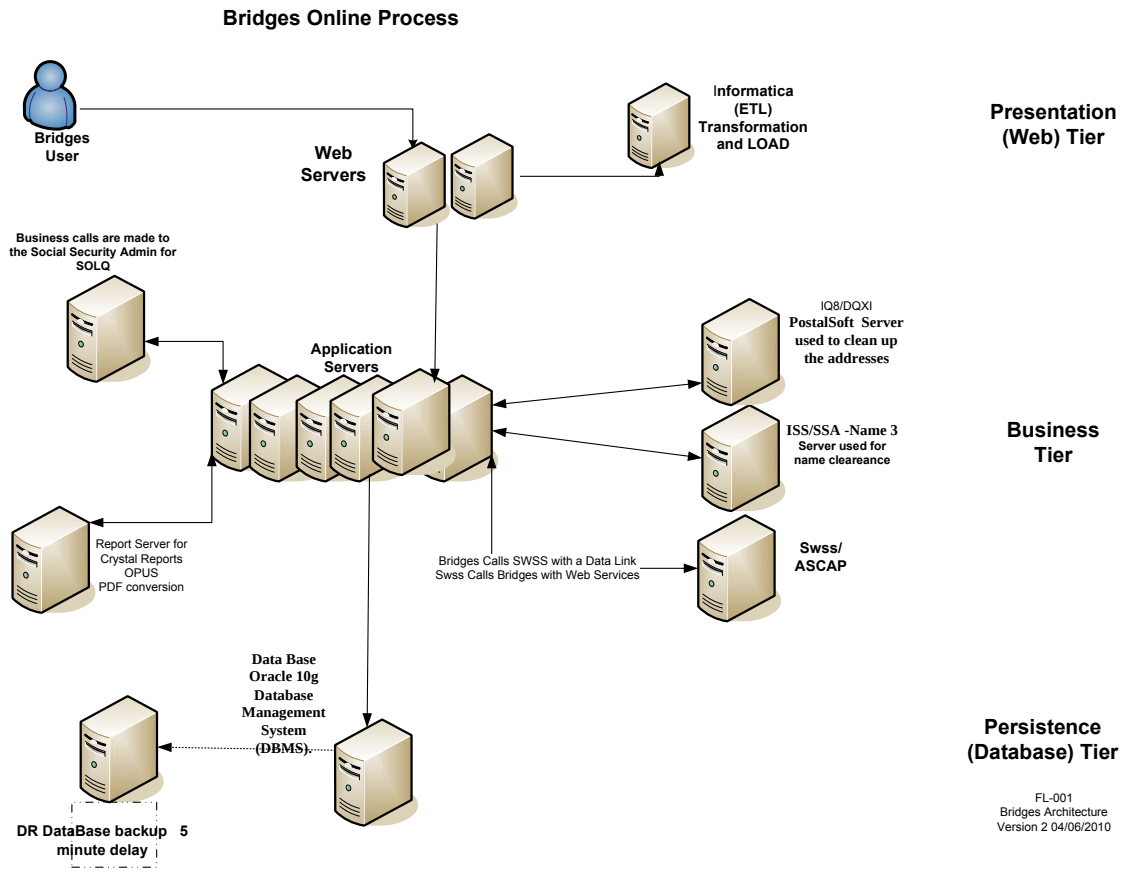
Technology Environments

The technical environments necessary to develop, test, train and support a scalable, n-tier Web based architecture consist of eleven individual physical environments.

- **Experimental:** An environment managed solely by the Contractor for testing processes, software upgrades, and any other purposes deemed necessary by the Contractor or State.
- **Development:** The environment used by the developers to implement, customize and extend the solution required.
- **Integration:** The environment where all of the release modules are compiled and tested as a single configuration by the Contractor.
- **QA Testing:** The environment for Quality Assurance Testing and Performance Testing of the release by the Contractor prior to release to promotion to UAT.
- **UA Testing:** The environment for User Acceptance Testing the release prior to implementing the system in production. At times multiple environments are required should more than one UAT environment be necessary to support development tasks, including the ability to simulate the advancing of time during multi-event, end-to-end test scenario execution
- **UAT Patch:** The environment used to test and promote interim urgent fixes into UAT contingent upon UAT Team's approval. This environment is available only upon request
- **Training:** A test/demo area for training users that needs to be updated and rebuilt on demand with a standardized base set of data.
- **Production Staging:** A test build area used by the Project Control Office (PCO) to prepare and validate the build that is deployed to production.
- **Production Patch:** The environment used to test and promote interim emergency fixes into Production contingent upon approval. This environment is available only upon request.
- **Production:** The end user or final environment that is available throughout the defined business hours, with minimal windows of downtime for system maintenance and upgrades. Additionally, some minimal data is required to be available 24/7/365 for query only.

Online Process

Bridges users access the application through the presentation layer which has the responsibility for delivering the user request to the application layer in a format that can be processed. In the application layer the user request is processed by the appropriate application and the results are returned to the user, additionally, data is retrieved from or stored in the data base. In Bridges the data layer is controlled by an Oracle Data Base Management System which provides for main data base storage and a data base backup.



Batch Process

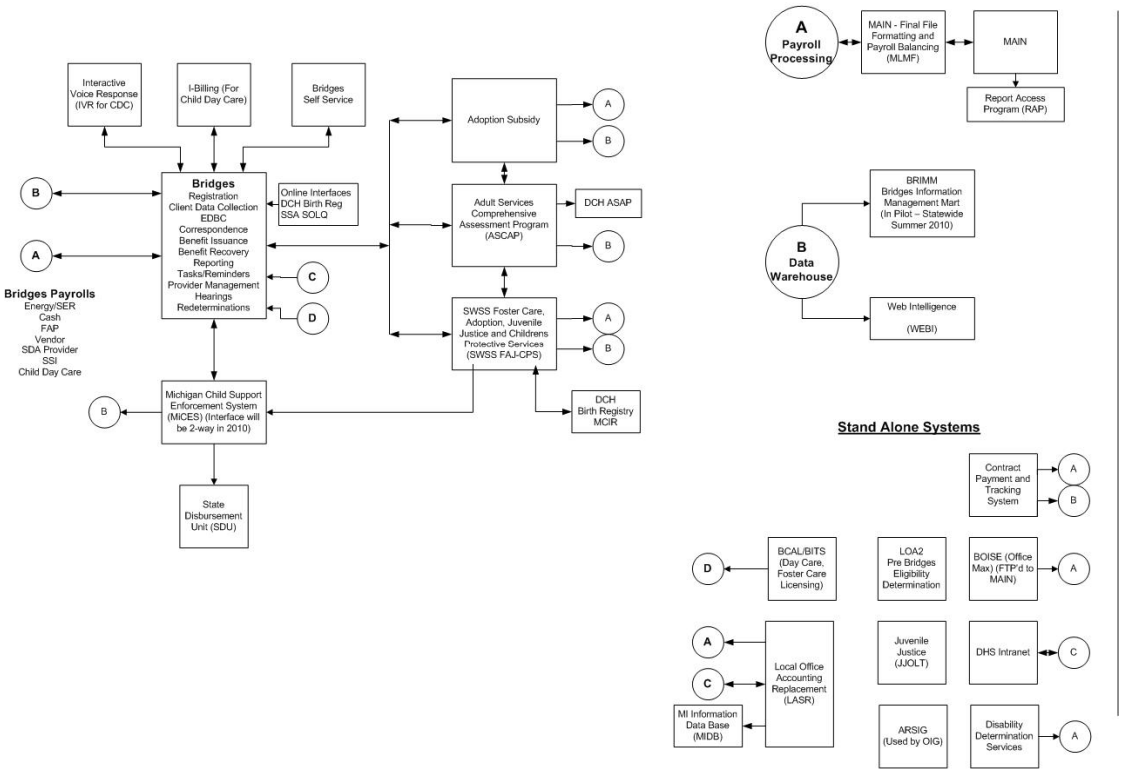
The Bridges batch process consists of two primary activities; interface management, updates and reporting. These activities are managed by the OPCON automated scheduling software. Interfaces consist of files sent and received via the Michigan Data Exchange Gateway (MDEG) to internal and external trading partners. Batch jobs run nightly to perform Bridges database updates, such as eligibility determination, benefit calculation, benefit issuance, worker alerts, and redetermination. Reporting consists of the scheduling and execution of batch jobs to create worker reports and client correspondence. The following illustration provides an overview of the some of the system interdependencies:

KEY
A – Payroll Processing
B – Data Warehouse
C – Bridges Inquiry
D – Licensing Information

DHS Primary Information Systems Environment

April 2010

[redacted]MC)



DHS Significant External Interfaces

Soc. Sec. Admin.
2-way interface daily between SSA and Bridges
(SSN Validation, RSDI, SSI, 40Qtr, BEER match)

IRS
2-way interface between IRS and Bridges
(1099 Info, Unearned Income Match, TOP)

DCH
2-way interface between Champs and Bridges
(Medicaid and Medicare Eligibility)

DELEG
2-way interface between Bridges and DELEG

(Direct Support Services, JET/ FSSP, Wage Match, Unemployment Income)

State Police
2-way interface from State Police to Bridges
(Criminal History, Sex Offender List)

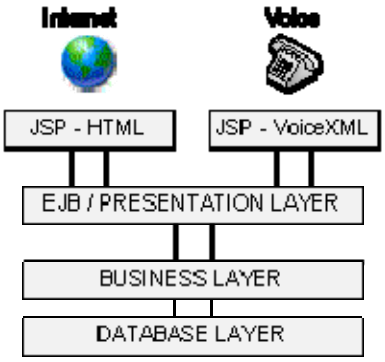
Corrections
1-way interface from Corrections to Bridges
(Prisoner Match)

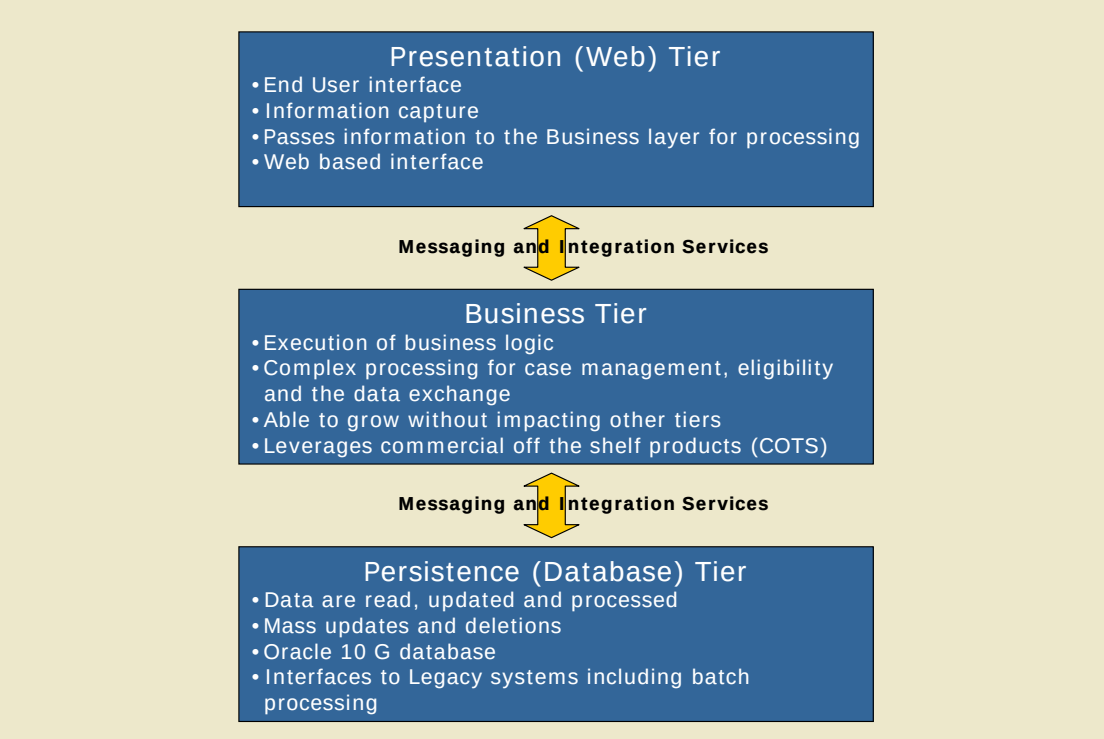
EBT Vendor
2-way interface between EBT Vendor and Bridges

Treasury
Multiple interfaces
Receive New Hire Information
Send client info for Tuition Incentive Program
Send energy provider info
Receive Home Heating Credit

Logical Architecture View

The architecture of the Self-Service/IVR system is an n-tier design that separates the application into tiers or layers that are architecturally independent of the other. The Self-Service/IVR system consists of a presentation tier, business logic tier and a persistence tier.





- **Presentation (Web) Tier**

Also known as the Web tier, or presentation layer, this governs what the users see at their workstation, but in case of IVR it governs what users experience on the telephone. A HTTP server hosts the display interface. The developed Graphical User Interface (GUI) must be compliant with the Americans with Disabilities Act (ADA) and is geared to those of varying backgrounds, languages and skill levels. The Web tier for Self-Service and IVR is specifically developed to capture information, not process it. It allows information to pass through it to the Business Tier, or application layer, where multiple processors stacks route the data and link to data.

- **Business Tier**

The Business Tier is the layer where business logic is run. The processing for check my benefits, apply for benefits and report my changes is performed within the Business Tier.

This layer is the most critical to the solution and is broken apart from the Web tier to allow the State to grow the application component of the solution as needed without interfering with, or having to rebuild, the front end—the Web tier.

Developer tools, such as IBM Rational Software Architect/Modeler in combination with J2EE executing on IBM WebSphere Application Server provide ready-to-use application components that would otherwise have to be custom built for integration. Isolation and integration are key elements of the overall solution.

- **Persistence (Database) Tier**

The first two layers of the solution act like separate components of the overall solution that enable specific activities to occur before allowing the User to access the database where sensitive data resides. The Database Tier is designed to provide the State added security. It will use port 1521 for Oracle or as defined by the technical requirements and will be hosted in Zone 3 a very highly secured environment. Roles providing access to the application are built into the Self-Service system. The database environment, where data is read, updated and processed according to the business rules configured for operations, is accessed after a series of approvals and processing functions occur within the previous two layers of the system. Stored procedures and triggers within the Database Tier enable mass updates, deletes and other operations to occur quickly within this layer. These are defined as a component of the application logic. The Oracle database component is necessary to provide the premium processing capabilities required by the State.

Self-Service IVR Software Architecture:

The Self-Service IVR application includes software that resides on standard desktops and servers. Examples of the desktop components include:

- Microsoft Windows XP,
- Microsoft Internet Explorer v5.5 or later (Secure Socket Layer (SSL) enabled with 128-bit encryption)
- Compatible with Firefox, Chrome and Safari browsers
- Adobe Acrobat Reader 8.1

Server-side software components include:

- Sun Solaris 10 Operating System
- Microsoft Windows 2003 Server Enterprise Edition Operating System
- Self-Service IVR application
- IVR Application
- Oracle Database 11.2g Enterprise Edition
- IBM WebSphere Application Server, v 6.0.2.31
- IBM HTTP Server, v 6.0.2.31
- IBM WebSphere Business Integration Software, v 6.0.2.0
- Novell eDirectory, v 8.8.2
- Informatica Power Center v, 8.1.1
- IQ8, v 8.05 (for address verification)

Tool Support Servers

Tool Support Servers that are Windows based use dual 3.4 GHz/2MB Cache Xeon processors and 70 GB hard drives. The following servers in the indicated environments require 2 GB memory:

- FAST4J Tool Server for Development
- Rational Tool Server for Development

The following servers in the indicated environments require 8 GB memory:

- Build Workstation attached to the SAN

The Rational Data server resides in the Development environment and is a Sun Fire V240 with dual SPARC Ultra III processors and 32 GB memory.

Servers

- DTMB and DHS utilize both Dell and the Sun family of servers for Self-Service and IVR project. For each server, different configurations of processors and memory are required depending on the environment in which it resides. All servers are updated to the most recent patch level required by the hardware Contractor and contain the necessary anti-virus software as defined by the State. The Sun Fire servers, with the exception of the X4100, run the Solaris 10 operating system. The X4100 run the Windows operating system.

Virtualization

- State's Virtual server Farm will be used to host Virtual Machines (VM's) for Self Service Web Servers and Self Service App Servers.
- Capacity of VM's in the Virtual Server Farm will be fed by multiple Physical Servers.
- SUSE Enterprise Linux 10.2 will be the OS used in the VM's.
- VM's for Web/App Servers will reside in Application DMZ Zone 1.49.
- Browser requests for Self-Service are routed to a CISCO Load Balancer which resides in DMZ Zone 1 for Internet Access.
- Multiple VM's will be used by Web and Application Servers for Both Production and DR to achieve Load Balancing/Failover/Disaster Recovery.
- System upgrades/maintenance will be done on the feeding physical servers one by one in the virtual server farm. No downtime will be experienced due to VM Motion.
- Vantage can be used to monitor VM's in addition to other Self Service and IVR Servers.
- Each of the Web Server VM will have 1 GB of RAM and 1 vCPU (1 Virtual CPU Core); this can be increased based on stress testing and capacity planning.
- Each of the App Server VM will have 4 GB of RAM and 2 vCPU (2 Virtual CPU Core).

Self-Service and IVR Networking Infrastructure:

The Self Service and IVR application is accessed via a wide-area TCP/IP compliant network infrastructure that is provided and maintained by the State. The infrastructure includes firewalls, fiber connections, telephony ports, SAN connections, workstation LANs, project file systems, etc.

Self Service/IVR physical environments will be housed within State facilities and use the existing State network infrastructure. Thus the architecture depends on this infrastructure to be the primary channel to deliver the Self Service and IVR application to users throughout the State.

Network monitoring services for the Bridges solution will be provided by the State and include trouble shooting assistance and reporting as needed by the project.

Telephony GateWay Infrastructure:

The Telephony Gateway Infrastructure consists of:

1. Telephony Provider (Qwest)
2. Gateway
3. IVR Servers
4. IVR Management Server
5. IVR Reporting Server

A call flows from the Telephony Provider (Qwest) to the IVR Server through the Gateway. IVR Servers are controlled by the Management Server. Reporting Server takes inputs from the IVR Application and the IVR Servers and reports the same in a user readable format.

Technology Environments
The technical environments necessary to develop, test, train and support a scalable, n-tier Self-Service Web based architecture consist of six individual physical environments.

- **Development:** The environment used by the developers to implement, customize and extend the solution required.
- **Integration:** The environment where all of the release modules are compiled and tested as a single configuration by the Vendor.
- **QA Testing:** The environment for Quality Assurance Testing and Performance Testing of the release by the Vendor prior to release to promotion to UAT.
- **UA Testing:** The environment for User Acceptance Testing the release prior to implementing the system in production. UA environment will leverage Production Hardware.
- **Production Patch:** The environment used to test and promote interim emergency fixes into Production contingent upon approval. This environment is available only upon request.
- **Production:** The end user or final environment that is available throughout the defined business hours, with minimal windows of downtime for system maintenance and upgrades. Additionally, some minimal data is required to be available 24/7/365 for query only.

IVR architecture consists of four individual physical environments.

- **Development:** The environment used by the developers to implement, customize and extend the solution required.
- **QA Testing:** The environment for Quality Assurance Testing and Performance Testing of the release by the Vendor prior to release to promotion to UAT.
- **UA Testing:** The environment for User Acceptance Testing the release prior to implementing the system in production. UA environment will leverage Production Hardware.
- **Production:** The end user or final environment that is available throughout the defined business hours, with minimal windows of downtime for system maintenance and upgrades. Additionally, some minimal data is required to be available 24/7/365 for query only.

Security

Encryption
All HTML Web pages for the State network application will be encrypted via 128-bit SSL. For the internet self-service application, encryption will be also enabled for all pages, as they may be required in collecting client-sensitive information.

LDAP Security
Security will be implemented through the LDAP infrastructure and will leverage Novell's suite of production products including Identity Manager, Secure Login and eDirectory.

Firewall
The firewall will leverage the existing State infrastructure and the De-Militarized Zone 1.49 for hosting Self Service Web and App Servers and also firewalls around secured Zone 3 where Database Server will be hosted.

Electronic Signature
Self service application has functionality for clients to apply for FAP benefits online. For applying for benefits, client has to be to be logged into the self service application, using their unique user id and password. The system authenticates the clients using their user id and password in Novell e-Directory and allows them to log into the self service system. During the submission of the application, the application mandates the clients for their electronic signature. Electronic signature has two components.

a. Acceptance of terms and conditions: Client needs to select a check box, accepting the terms and conditions for their submission.

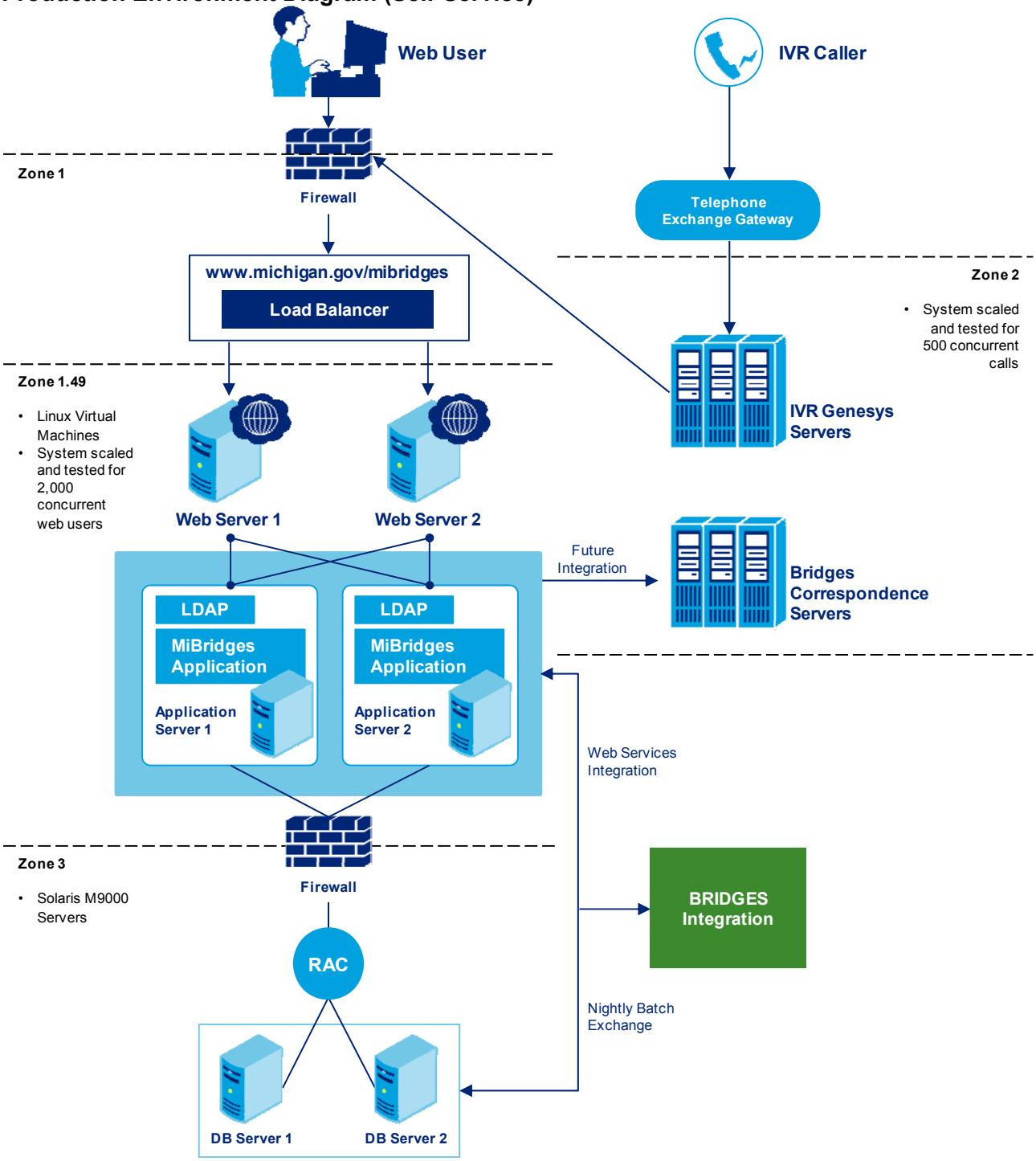
b. First name and last name of the client signing the application. First name and last name of the client signing the application must be typed in.

Both these electronic signature components are stored in the database. This electronic signature is printed on the PDF form of the application and can be viewed by the worker and clients.
Since the Database already contains security around unauthorized access and is also protected against disaster by disaster recovery architecture and plans, the electronic signature is always protected and stored.

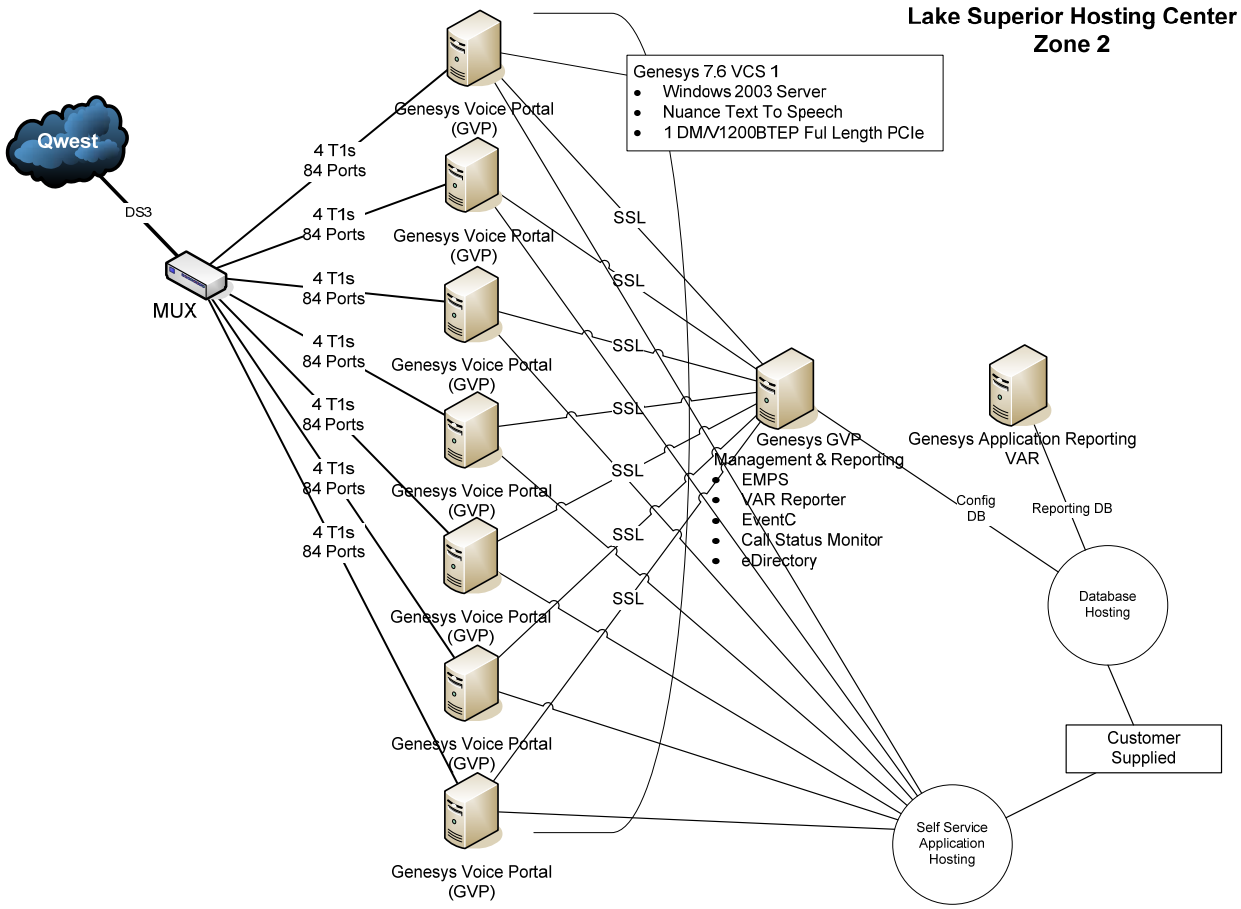
Filing representative
Self-Service application has functionality for clients to apply for FAP benefits online through a filing representative. For applying for benefits through a filing representative, client has to be to be logged into the self service application using their unique user id and password. The system authenticates the client using their user id and password in Novell eDirectory and allows them to log into the self service system. Client has to fill in the details in the filing representative screen. The screen collects the details of the filing representative such as their first name, last name, middle initial, address, phone number and email. Client then has to fill in the filing representative name in the screen authorizing the filing representative to represent them in the application process. The application then collects the electronic signature checkbox, first name, and last name for both the client as well as the filing representative.

All electronic signatures collected are stored in the database and are protected by existing database security around unauthorized access and protected against disaster by disaster recovery architecture and plans.

Production Environment Diagram (Self-Service)



Production Environment Diagram (IVR)



Technologies Used:

Bridges, Self-Service and IVR use a variety of tools in its everyday processing and also for development and testing purposes.

IBM Rational Requisite Pro: IBM Rational Requisite Pro solution is a requirement and use case management tool.

IBM Rational ClearQuest: IBM Rational Clear Quest tracks defects and change requests, and is the primary communication tool between DHS end user support staff and the DTMB/Contractor staff with regard to the content and delivery of each software release.

IBM Rational ClearCase: IBM Rational Clear Case tracks Bridges documentation changes (Version Manager tool)

Metallect IQ Server: Metallect IQ Server provides detailed dependency discovery and analysis capabilities.

Eclipse: The Eclipse Platform is designed for building software applications in integrated development environments (IDEs). It can be used to create diverse end-to-end computing solutions for multiple execution environments.

ANT: A tool for automating software build processes.

Crystal Reports XI: Crystal Reports software is used to create reports that are viewed in Bridges by end users (e.g. PDF and Excel). End users are able to view, print and export reports with less effort.

Message Broker Tool Kit: Used to validate and transform messages between different message formats, including Web Services, other XML and non-XML formats. This software allows connections with legacy systems.

WTX (**WebSphere Transformation Extender**) **Toolkit**: Handles data transformation and validation.

Opus Elixir: Rapid application development and production tool for high-volume, personalized document publishing.

UNIX Script: A series of UNIX commands that are used for program execution, file manipulation, etc.

PERL Script: Programming language used for processing text.

DML/DDL SQL Script: Used to define and maintain data definitions and schemas.

PL/SQL: Used to write Oracle stored procedures and connect to Bridges database for understanding Oracle tables and their relationships.

TOAD/SQL Developer: Software for interacting with relational data bases using SQL.

Mercury LoadRunner: Used to perform and monitor load testing throughout the testing life cycle.

Mercury Diagnostics for J2EE: Diagnostic tool for identifying a wide range of problems related to JAVA development.
Mercury TestDirector: TestDirector is an application used for managing the testing process.
Mercury QuickTest Professional 8.2: Used to automate functional and regression testing.

Identity Search Server/SSA-Name3: Search Software America's Identity Systems ISS/SSA-Name3 is the software to search and match the identity data stored in the database. ISS/SSA-Name3 is primarily used to identify the potential match of new individuals entered into the system.

Informatica PowerCenter 8.1.1: Software used to load "extract" tables and seed during the data conversion process.

AllFusion ERwin Data Modeler (r7?): Used to access and create .ERD files.
These are Entity Relationship Diagrams (ERD) and show the relationships between tables in the Bridges database. These ERD files are being provided as part of the database documentation and are stored in Clear Case.

AuthorIT: AuthorIT is a tool to create professional Help systems and documentation for desktop and web-based applications.
Macromedia's Studio 8™;: Studio 8 software suite is used to develop interactive web-based training courses. Studio 8 supports the inclusion of software simulations into the training curriculum using a broad range of tools designed for deployment via the Internet
Macromedia Captivate™ v 1.01: Captivate is used to incorporate software simulations and demonstrations into the Web based training. Captivate can be used by trainers who may not have programming backgrounds.
IVR Servers: The GVP IVR Server can be thought of as a 'VoiceXML Browser'. Just as the browsing a Web Page involves opening up Internet Explorer (HTML / Web Browser), calling an IVR involves browsing through a VoiceXML page.
Text TO Speech (TTS):TTS allows for conversion of text to speech. For example, the benefit amount of an individual is always dynamic in nature and differs person to person. This amount is retrieved from the Database and converted to a sound for playback. TTS comes in handy in the 2nd part of converting the number to a sound (Example: $100 will sound as 'one hundred dollars').

Appendix B - RESERVED

Appendix C - RESERVED

Appendix D – RESERVED

Appendix E – RESERVED

Attachment A

RESERVED

Attachment B
Preliminary Project Plan

Deloitte.

Attachment B
Preliminary Project Plan

Bridges Self Service Expansion

Client: **State of Michigan**
Author: **Deloitte**
Version: **1.0**
Date: **October 4, 2010**

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General Information

Information to be provided in this section is general in nature and provides the necessary information about the organization of the project and project participants.

Project ID/Acronym:	MiBridges Online Self Service Expansion	***Date:***	October 4, 2010
Controlling Agency:	DTMB		

Document History

Version	Date	Note	Prepared/Revised by
0.1	October 4, 2010	RFP Proposal	Deloitte

Agency Points of Control

Position	Name
DTMB Project Manager	TBD
DHS Project Manager	TBD
DTMB Contract Administrator	Patty Bogard
DTMB Purchasing Operations Buyer	Steve Motz

Prime Contractor Information

Company Name: Deloitte

Position	Name
Single Point of Contact (SPOC)	Umesh Jadhav
Deloitte Project Manager	Gaurav Diwan

Business Need/Problem

The Michigan Department of Human Services (DHS) and the Michigan Department of Technology, Management, and Budget (DTMB) have set a goal to use technology to improve access to DHS' programs for the citizens of Michigan. This vision was set in motion in March, 2009 when DHS and DTMB collaborated with Deloitte to build MiBridges, which provides DHS' clients the ability to interact with the DHS via a self service Web site and an Interactive Voice Response (IVR) system. The State now intends to expand the online self service functionality of MiBridges.

Statement of Work

DHS desires to extend this capability by using the current technology infrastructure to allow clients to use the current MiBridges channels across the additional program areas of medical assistance, cash assistance, day care assistance, and non energy related state emergency relief for the following purposes:

Check My Benefits (Available via: Internet & IVR):

Apply for Benefits (Internet Only):

Document Upload Capability (Internet Only):

Report My Changes (Internet Only)

Complete Semi-Annual and Annual Eligibility Redeterminations (Internet Only)

Arabic Translation Development, Design, and Implementation

Project Objectives and Approach

Our implementation of the current FAP MiBridges solution, which spanned four months from start to finish, is considered one of the most successful and fastest implementations of a client facing Self-Service web portal and IVR in the nation. As was the case with the 2009 implementation of the current MiBridges solution, we will continue to leverage our experiences from other States to build a complete solution that meets the requirements set forth by the State of Michigan.

It is important to take note that our proposed solution is an extension to an application that is currently meeting and conforming to the standards defined by the State of Michigan IT guidelines. Deloitte has a distinct advantage over our competition because we have the ability to expand MiBridges seamlessly, based on our deep understanding of how the solution works.

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This section identifies the items are that in and out of scope for the MiBridges Online Self Service Expansion.

In-Scope

The following items are considered in-scope for the Bridges Self-Service Expansion project:

Business Requirements

Application Design and Development

Implementation

Documentation

Knowledge Transfer/Transition

Reserved bank of 4000 hours for future training, enhancements, and/or legislative mandates

Out-of-Scope

The following elements are considered out-of-scope for this project:

Hardware configuration and sizing

Data conversion

The “Am I Eligible” component of MiBridges

Training of staff

Bridges changes and integration

Major Deliverables

The following table is based upon the deliverables identified by the State in the RFP.

Project Initiation/Start-up

MAJOR DELIVERABLE	DESCRIPTION
Orientation Meeting	Project Kick-off meeting, within 10 days of Contract execution
Detailed Project Plan	Update to the Preliminary Project Plan
Reports Format Template	Templates for the reports to be submitted, within 5 days of Orientation Meeting
Risk Management Plan format	Format of the Risk management plan, within 20 days of the Orientation meeting

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Business Requirements

MAJOR DELIVERABLE	DESCRIPTION
Identification of business requirements	Documented results of Joint Application Design (JAD) sessions facilitated by Deloitte
Verification and validation of business requirements	Requirements traceability matrix completed
Current Business Operations Document	Description of roles, processes, and workflows related to the current self service business processes
System Concept of Operations	Description of data flows, data stores, and key software processes required to support the self service business processes.
Business Workflow document	Description of roles, processes, and workflows related to the "To-Be" self service business processes

Application Design and Development

MAJOR DELIVERABLE	DESCRIPTION
Application Design and Development Document	Documentation that describes how requirements will be satisfied by the software components associated with each design module. Documentation providing application developers with sufficient detail regarding how to construct and test the software components associated with each design module.

Implementation

MAJOR DELIVERABLE	DESCRIPTION
Testing (user, system)	System Quality Assurance Testing: Documentation of the test plan cases, test scenarios, expected results, and actual results User Acceptance Testing: Documentation of the test plan cases, test scenarios, expected results, and actual results
Interfaces/Integration using existing interface	Documentation of the interface testing plan cases, test scenarios, expected results, and actual results
Successful implementation into Bridges/MiBridges production environment	Defines when the implementation is 'production ready'

Documentation

MAJOR DELIVERABLE	DESCRIPTION
User and Technical Manuals - Online and Hard Copy	Documentation pertaining to the features and operation of the system; two separate documents are included: The User Manual and the Operations (Technical) Manual.
Data Element Dictionary	A description of the relational tables used by the system as well as the data elements (columns) contained within each table.

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Knowledge Transfer/Transition

MAJOR DELIVERABLE	DESCRIPTION
Knowledge Transfer/Transition to State Staff	Enabling the identified State Staff to perform ongoing system maintenance via knowledge transfer activity.
90 Days Warranty Period - post implementation technical support	Maintenance of the system software components and support of the related operational system for 90 days post-implementation

Project Control

MAJOR DELIVERABLE	DESCRIPTION
Performance Review Meetings	Regularly scheduled meetings to review detailed project status, progress, outstanding issues and risks, and next steps.

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Critical Success Factors

The following are critical success factors for the MiBridges Online Self Service Expansion project:

Comprehensive knowledge of all aspects of the current Self Service application, including business objectives, application design, and technology infrastructure. If there is a steep learning curve in the current MiBridges Self Service application, then development of the requested new features will be slower and possibly introduce bugs that are a product of the vendor team being unfamiliar with the current system.

The capabilities to support concurrent, overlapping SDLC activities as the MiBridges components are developed. It is critical that functionality should be implemented in a phased approach in order to bring relief to the field.

Adequate staffing of the Self Service Processing Centers. Existing SSPC centers may not have enough staff to handle the anticipated increased volume of applications and changes.

The State's Bridges Maintenance and Operations vendor needs to be able to make the necessary changes to integrate the new functionality. They need to be able to meet the deadlines outlined in this Project Plan.

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Additional Project Requirements

The Statement of Work in the RFP identifies the currently defined project requirements. Any additional requirements mutually agreed upon by the State and Deloitte will be incorporated into the Detailed Project Plan after contract execution. Please note that management control mechanisms are listed in Project Plan Documents Summary under Project Monitoring & Control Plan.

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Technical Project Components

The MiBridges Online Self Service Expansion project complies with the requirements outlined in the RFP and adheres to the standards and guidelines included in the State Unified Information Technology Environment (SUITE) methodology. Additional details for the Project Requirements and Designs are documented as part of the Business Requirements and Application Design phases for each Release.

Any additional Technical Project Components will be documented here as part of the Detailed Project Plan activity to occur within five (5) working days after Orientation Meeting.

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Signatures

The signatures of the people below relay an understanding in the purpose and content of this document by those signing it. By signing this document you agree to this as the Detailed Project Plan.

Name/Title	Signature	Date

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☐	**WORK BREAKDOWN STRUCTURE – PMM-04**

The proposed Work Breakdown Structure is contained within the initial Microsoft Project Plan (.mpp) that appears in Appendix A. This preliminary plan, though containing a considerable amount of detail regarding the tasks and activities necessary to successfully complete the Self Service Expansion Project, will be expanded in greater detail and finalized after consultation with DHS and DTMB to provide the Detailed Project Plan deliverable.

A high-level summary of the major WBS elements is provided below. Please consult the complete Microsoft Project Plan for additional detail regarding tasks and durations.

Element Number	***WBS Elements Activity, Task, or Sub-Task***	***Definition of Activity, Task, or Sub-Task (Description)***	***Start***	***End***
1:	Project Initiation and Planning	Orientation Meeting, finalization of Detailed Project Plan, and approval of report and risk management templates	December 2010	February 2011
	Project Execution	Perform SDLC related activities		
	Release 1 - Component 1	Check My Benefits (Internet and IVR)	December 2010	September 2011
	Business requirements	Define, verify and create requirements traceability matrix for business requirements	Refer to MS Project Plan for the specific service task Start and Finish dates.	
	Application Design and Development	Technical design of application, code, unit and integration testing		
	Implementation	Quality Assurance, Performance and User Acceptance Testing with followed by implementation into Bridges/MiBridges production environment		
	Documentation	Creation of User and Technical Manuals, Data Element Dictionary and Operations Manual		
	Knowledge Transfer/Transition	Transfer of relevant business and technical knowledge to the State; transition of maintenance activities		
	90 Day Warranty			
	Release 2 - Component 2, 3 and 4	Apply For Benefits (Internet only), Document Upload Capability, Report My Changes	February 2011	February 2012
	Business requirements	Define, verify and create requirements traceability matrix for business requirements	Refer to MS Project Plan for the specific service task Start and Finish dates.	
	Application Design and Development	Technical design of application, code, unit and integration testing		
	Implementation	Quality Assurance, Performance and User Acceptance Testing with followed by implementation into Bridges/MiBridges production environment		
	Documentation	Creation of User and Technical Manuals, Data Element Dictionary and		

Element Number	WBS Elements Activity, Task, or Sub-Task	Definition of Activity, Task, or Sub-Task (Description)	Start	End
		Operations Manual		
	Knowledge Transfer/Transition	Transfer of relevant business and technical knowledge to the State; transition of maintenance activities		
	90 Day Warranty			
	Release 3 - Component 5	Complete Semi Annual/Annual Redeterminations	May 2011	April 2012
	Business requirements	Define, verify and create requirements traceability matrix for business requirements	Refer to MS Project Plan for the specific service task Start and Finish dates.	
	Application Design and Development	Technical design of application, code, unit and integration testing		
	Implementation	Quality Assurance, Performance and User Acceptance Testing with followed by implementation into Bridges/MiBridges production environment		
	Documentation	Creation of User and Technical Manuals, Data Element Dictionary and Operations Manual		
	Knowledge Transfer/Transition	Transfer of relevant business and technical knowledge to the State; transition of maintenance activities		
	90 Day Warranty			
	Release 3 - Component 6	Arabic Language Development	May 2011	April 2012
	Business requirements	Define, verify and create requirements traceability matrix for business requirements	Refer to MS Project Plan for the specific service task Start and Finish dates.	
	Application Design and Development	Technical design of application, code, unit and integration testing		
	Implementation	Quality Assurance, Performance and User Acceptance Testing with followed by implementation into Bridges/MiBridges production environment		
	Documentation	Creation of User and Technical Manuals, Data Element Dictionary and Operations Manual		
	Knowledge Transfer/Transition	Transfer of relevant business and technical knowledge to the State; transition of maintenance activities		
	90 Day Warranty			
	Project Control	Perform Management Control processes as defined in the Detailed Project Plan	December 2010	April 2012
	Execute Risk Management plan		Refer to MS Project Plan for the specific service task Start and Finish dates.	
	Perform Change Management Activities			
	Execute Quality Plan			
	Project Closeout	End of Phase 3 Go-Live activities and begin of final warranty period	February 2012	April 2012

☐	**RESOURCE PLAN – PMM-05**

The staffing table with names and titles of personnel assigned to the project will be completed as part of the Detailed Project Plan activity to occur within five (5) working days after Orientation Meeting.

☐	**PROJECT SCHEDULE**

A preliminary project schedule has been developed reflecting the Work Breakdown Structure (WBS). The major milestones in the preliminary project schedule are indicated below.

Note: The preliminary project schedule in Microsoft Project format (.mpp) can be found in the Appendix A

#	MAJOR MILESTONE	PLANNED COMPLETION DATE
1.	Orientation Meeting	December 21, 2010
2.	**Release 1 – Check My Benefits (Internet and IVR)**	
2.1	Requirements approved	March 2, 2011
2.2	Design and Development approved	April 12, 2011
2.3	QAT approved	May 5, 2011
2.4	Production Ready	June 30, 2011
2.5	90 Day Warranty ends	September 30, 2011
3.	**Release 2 - Apply For Benefits, Document Upload Capability, and Report My Changes**	
3.1	Requirements approved	April 20, 2011
3.2	Design and Development approved	July 21, 2011
3.3	QAT approved	August 5, 2011
3.4	Production Ready	September 30, 2011
3.5	90 Day Warranty ends	December 31, 2011
4	**Release 3 - Complete Semi-Annual/Annual Redeterminations**	
4.1	Requirements approved	August 25, 2011
4.2	Design and Development approved	November 10, 2011
4.3	QAT approved	December 7, 2011
4.4	Production Ready	January 31, 2012
4.5	90 Day Warranty ends	May 2, 2012
5	**Release 3 - Arabic Language Translation**	
5.1	Requirements approved	August 25, 2011
5.2	Design approved	November 10, 2011
5.3	QAT approved	December 7, 2011
5.4	Production Ready	January 31, 2012
5.5	90 Day Warranty ends	May 2, 2012

Risk Management

Risk Management involves the processes projects follow to identify, manage, track, and mitigate risks. These processes are described in the following sections. As part of the Detailed Project Plan activity to occur within five (5) working days after Orientation Meeting additional risks will be identified and mitigation strategies developed.

As requested in the RFP, below is an initial list of risks considered to be significant to the project, including proposed mitigation actions.

Risk Category	Risk Description	Potential Impact	Priority	Mitigation Strategy
Transition	Engaging in a learning curve in the current MiBridges online self service application	A new team will spend time in learning the existing system and there by potentially delay the implementation schedule	High	Deloitte will be productive on day one and use the knowledge of the same resources who developed the current MiBridges self service application
Transition	Unfamiliarity with the State's processes for change control, configuration management, testing, and reporting practices	Risk to project schedule, cost, and system stability	High	Deloitte understands the State's processes for change control, configuration management, testing, and reporting and has been engaged with the State for the last 4 and a half years using the same processes that will be used in the MiBridges online self service expansion project. **With Deloitte as the vendor** there is no transition time wasted to familiarize staff with these practices.
Solution Understanding	Lack of knowledge of existing MiBridges application will prolong the processes for Requirements gathering and Functional Design	Delay in the overall project schedule due to revisiting of requirements and design, potentially by different audiences.	High	Deloitte having built the MiBridges application understands the system inside-out and is in a position to jump start the JADs with mockups and pre-JAD design documents.
Solution Understanding	New vendor's lack of knowledge may result in improper sequencing of implementing MiBridges online self service expansion.	This may cause a delay in providing relief to the field and may result in overall project delays.	High	Deloitte understands the intricacies of MiBridges application and proposes to implement this project in 3 releases with appropriate sequence as described in section 1.300

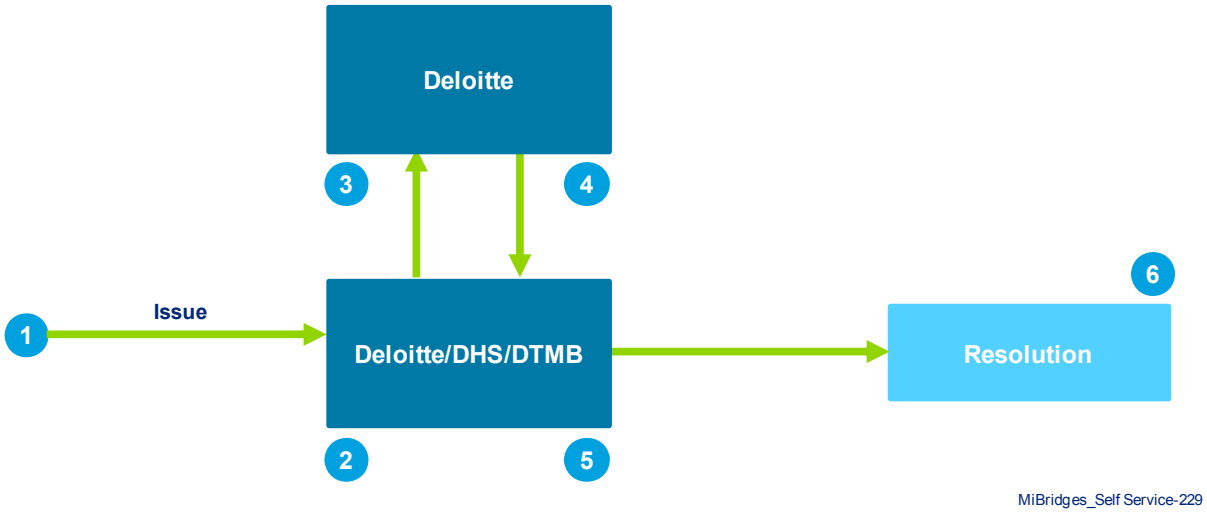
Risk Category	Risk Description	Potential Impact	Priority	Mitigation Strategy
Business	The State expects a threefold increase in volume of applications with MiBridges online self service expansion and the existing SSPC centers may not have enough bandwidth to handle this increased load.	Increased workload for field users results in slow processing of applications and delay to client benefits	High	Evaluate the "as is" business process and develop changes to the process to allow the staff to better manage the expected workload by **leveraging Deloitte's expertise** in the current processes.
Business	Unavailability of all key vendor staff on site in the State's Grand Tower building during the same hours as the State's project personnel	Delays in project delivery and negative impact on knowledge transfer efforts	Medium	Deloitte's proposed project staff will co-locate at the State's Grand Tower building and be available during the same hours as the State's project hours. This commitment brings continuity and familiarity with the vendor staff and builds relationships that allow the State and Deloitte teams to jointly direct the project to success
Integration	Lack of knowledge on MiBridges data integration with Bridges	Failure to transfer MiBridges self service applications to Bridges	High	Use Deloitte's expertise in both systems – the existing MiBridges Self Service application and the Bridges Integrated Eligibility System. We are uniquely positioned to identify the potential changes that are needed in Bridges to make the MiBridges expansion a success.

Issue Management

An issue is an identified event that, if not addressed, may affect schedule, scope, quality, or budget. Prioritization of the issues is based on defined criteria that include the impact on business users, system stability, availability, project scope, and budget. The following table details the Issue Escalation levels:

Escalation Level	Position	Description of Responsibility
Level 1	Business Leads	Analyze cause, impact and potential resolution. Resolve or escalate issues based on impact of proposed solution.
Level 2	Project Managers	Analyze impact of the issue on the scope, schedule and resources within the project. Recommend resolution and escalate if it is a high impact to the overall project plan. Weekly review open issues and report status
Level 3	Executive Subject Matter Experts (SME's)	Review proposed resolutions for issues that have high impact and approve updates required to project plan.

Outlined below is the approach for logging, tracking, and escalating an issue through its life cycle during the MiBridges Self Service Expansion project:



Steps	Description
1) Issue Identification	A potential issue which may impact project progress is identified by Deloitte/ DTMB/ DHS.
2) Issue is Logged and tracked in SharePoint	The Issue is logged in SharePoint with the intent of tracking the issue to completion. The identifying party is responsible for entering the minimum information which includes the description of the issue, identification date, and the potential team who will be responsible for resolving the issue.
3) Deloitte Analyzes Issue	Deloitte team members analyze the issue and perform an initial evaluation of the source, cause, and system as well as business impact and develop recommendations for resolution. An initial priority of the issue is also determined at this point to enable accurate escalation of the issue.
4) Issue Escalation	Depending on many factors which include the effect of the issue on scope, budget, quality, and schedule as well as impact on business users, the issue is escalated using different channels of communication to the Business leads, project managers, and executive subject matter experts.
5) Categorization, Prioritization and Resolution Action Plan	DHS, DTMB, and Deloitte members collaboratively identify the category of business area to which the issue belongs, the priority of the issue, and a plan for resolution that includes the target due date and assigned resources.
6) Resolution	Deloitte works with concerned DTMB/ DHS staff and trading partners to resolve the issue. Once an issue is resolved, it is marked as complete in SharePoint.

☐	**QUALITY PLAN – PMM-07**

The Quality Plan documents the effort required to monitor and control project quality in order to achieve a high level of customer satisfaction. The Quality Plan document (TP031 – Project Quality Assurance Plan.doc) will be created after project initiation as part of the Detailed Project Plan and placed in the project's SharePoint directory.

☐	**COMMUNICATIONS PLAN – PMM-08**

The purpose of the Communications Plan is to determine the information and communications needs of the project's stakeholders: who needs what information, when do they need it, and how will it be provided to them, and by whom. The project's Communications Plan (TP016-Communications Plan.doc) will be created after project initiation as part of the Detailed Project Plan and placed in the project's SharePoint directory.

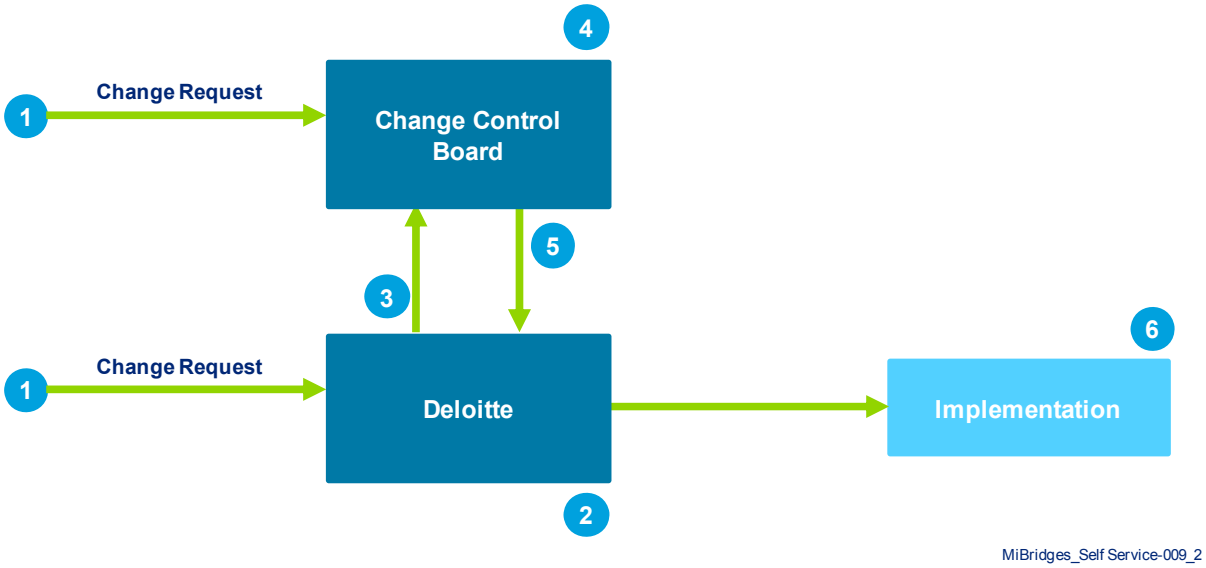
☐	**CONFIGURATION MANAGEMENT PLAN**

The Configuration Management Plan establishes the plan for performing the project's configuration management process. The project's Configuration Management Plan (TP016-Communications Plan.doc) will be created after project initiation as part of the Detailed Project Plan and placed n the project's SharePoint directory.

☐	CHANGE MANAGEMENT PLAN – PMM-09

Change Management is the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also uses change management in its administration of the Contract. The project's Change Management Plan (TP018-Change Management Plan.doc) will be finalized after project initiation as part of the Detailed Project Plan and placed in the project's SharePoint directory.

As requested in the RFP, below is an initial process description for change management. The diagram illustrates the process that addresses the project's approach to handling changes to the documented scope identified at any point during the project:



The table below describes the key tasks contained in the change management process used on the MiBridges Online Self Service Expansion project.

Steps	Description
1) Scope Change Identification	A scope change is typically identified as either a consequence of validation sessions or as a result of subsequent discovery.
2) Deloitte Analyzes and Evaluate Change Impact	Deloitte evaluates change requisitions identified by members of the project team and determines the impact of the change to the baseline configuration of the project.
3) Send Request for Change to MiBridges Online Self Service Expansion Change Control Board	If Deloitte determines that a change requisition affects the baseline configuration, it provides a recommendation to the MiBridges Online Self Service Expansion Change Control Board indicating the change requisition and its impact to the baseline configuration.

Steps	Description
4) MiBridges Online Self Service Expansion CCB Evaluates the Change Impact	The MiBridges Online Self Service Expansion Change Control Board evaluates the change based on Deloitte's recommendations and either approves, rejects, or requests more information about the change and its impact. In the event of potential changes to external interfaces, the affected teams in these external agencies are notified and their feedback incorporated in the evaluation of change impact. A critical step in the review process for potential external impacts is considerations with the Bridges Maintenance and Operations vendor. Changes for MiBridges can impact the Bridges application. Similarly, changes to Bridges can impact MiBridges.
5) Receive Change Approval and Recommendation	If the change requisition is accepted by the MiBridges Online Self Service Expansion Change Control Board, the Deloitte project manager as a member of the Deloitte Change Control Board receives the change approval to proceed as directed.
6) Implement	The Deloitte team implements accepted change requisitions from the Change Control Board. If the change has impacts to the contract, a contract amendment is created. Version control of the CCB meeting document will track the changes over time for audit purposes.

PROJECT BUDGET ESTIMATE

The project budget is created and maintained by the designated State owner for the MiBridges Online Self Service Expansion budget. Managing and reporting on the project budget is a State responsibility.

PROJECT MONITORING & CONTROL PLAN

Project Monitoring and Control is an ongoing process. When possible, reports and/or the data and information in the reports, will be produced through automated processes available in the project tools. Some reports require summary text or data analysis that cannot be produced in an automated manner from the tools that used and require gathering data from various sources into a consolidated report. The following table identifies the monitor and control items to be used for the Project:

#	Monitored & Controlled Item	Frequency of Review & When	Responsibility of
1.	Weekly Project status Summary of activity during the report period Accomplishments during the report period	Weekly	Project Manager
2.	Updated project plan	As needed	Project Manager
3.	Deliverable status	Weekly	Project Manager
4.	Schedule status	Weekly	Project Manager

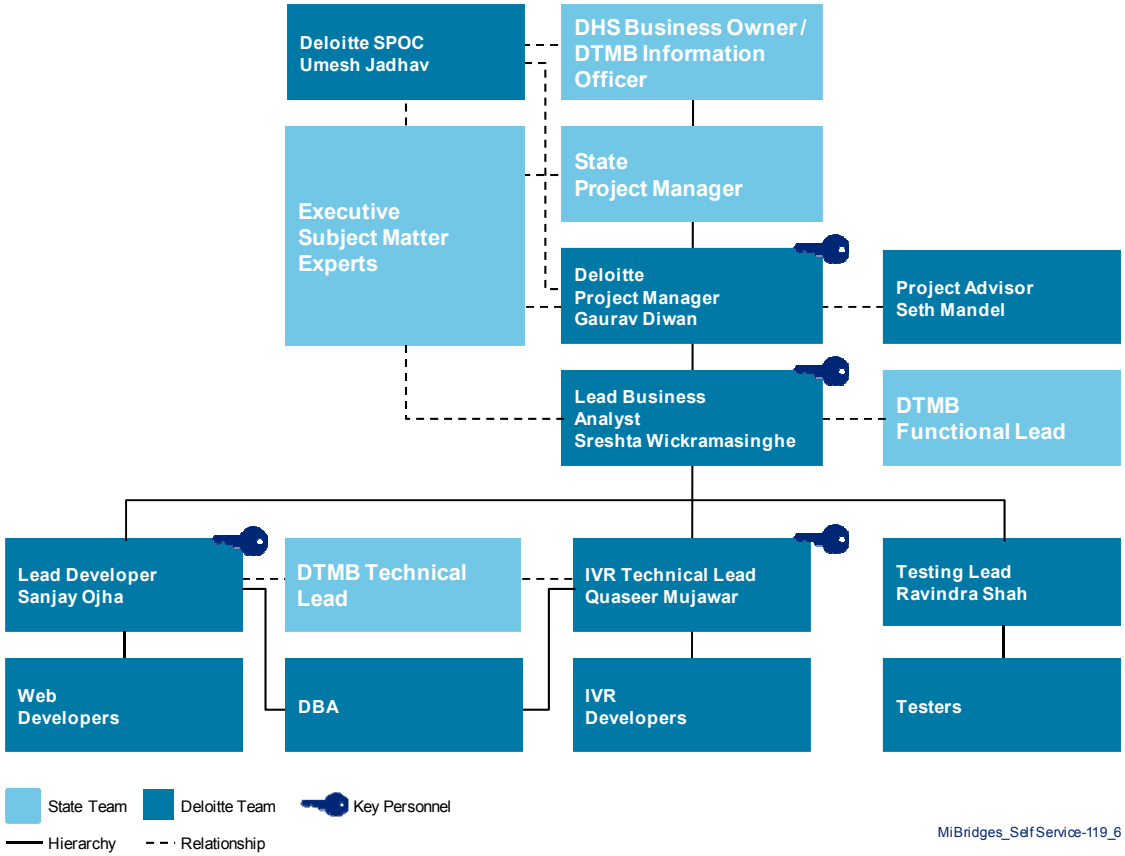
#	MONITORED & CONTROLLED ITEM	FREQUENCY OF REVIEW & WHEN	RESPONSIBILITY OF
5.	Action Item status	Weekly	Project Manager
6.	Issues	Weekly	Project Manager
7.	Change Control	As needed	Change Control Board
8.	Reports for Project Management Methodology	*Reports and control items related to the State's Project Management Methodology to be used on the MiBridges Online Self Service Expansion project will be confirmed as part of the Detailed Project Plan activity*	
9.	Reports for Software Engineering Methodology	*Reports and control items related to the State's Software Engineering Methodology to be used on the MiBridges Online Self Service Expansion project will be confirmed as part of the Detailed Project Plan activity*	

Roles & Responsibilities

ROLE	ROLE DESCRIPTION	CORE RESPONSIBILITIES
DHS Business Owner/DTMB Information Officer	Business leader in the client's organization with ultimate responsibility over the project's sponsoring organization. Responsible for resolving the business problems the project was chartered to address.	☑ Provide the project Charter. ☑ Provide Project Funding.
State Project Manager	Individual responsible for managing the client's interest and involvement on the project.	☑ Coordinate client resources required for the project. ☑ Coordinate client tasks and activities. ☑ Manages the client's interest on the project.
Client SMEs	Subject Matter Experts involved in the business areas being addressed by the project. Their involvement is needed to ensure the delivery team has a sound understanding of the solution's needs and requirements.	☑ Provide the project team an understanding of the client's requirements and business practices. ☑ Provide user design input. ☑ Participate in User Acceptance Testing.
Deloitte SPOC	Single point of contact for project management, Client IT Management, and DHS Business Leaders for all requests, specifications, issues, risk, and acceptance of the development deliverables.	☑ Communicate with the core teams to ensure design & specifications are produced on time and to a high standard. ☑ Manage the overall development project. ☑ Serve as the central point of contact to the Project in respect to any additional development requests plus the analyzing, prioritizing, & managing scope implications. ☑ Identify, escalate, and help resolve issues. ☑ Work closely with the Business Leader to monitor progress, resolve issues, and participate in conference calls as required.

ROLE	ROLE DESCRIPTION	CORE RESPONSIBILITIES
Deloitte Project Manager	Plans, manages, leads, and controls the project's delivery activities.	☑ Project planning. ☑ Plan monitoring and control. ☑ Resource management. ☑ Status and progress reporting. ☑ Scope management. ☑ Supplier agreement management. ☑ Management of project Risks, Actions, Assumptions, Issues, Definitions, and Out-of-Scope resolutions. ☑ Communications management. ☑ Procurement management.
Deloitte Lead Developer	Leads the web development team responsible for developing and delivering the project's solution to the client.	☑ Leads all activities of the solution delivery life cycle. ☑ Delivery of the solution. ☑ Handover of the solution to the organization that will support it on an on-going basis.
Deloitte IVR Lead	Leads the IVR development team responsible for developing and delivering the project's solution to the client.	☑ Leads all activities of the solution delivery life cycle. ☑ Delivery of the solution. ☑ Hand-over of the solution to the organization that will support it on an on-going basis.
Deloitte Lead Business Analyst	Serves as a liaison between the Client SMEs and the DTMB Functional Lead to capture and fully understand the business requirements of the State and successfully translate these into technical requirements.	☑ Analyzes and validates requirements identified in JAD sessions ☑ Analyzes and validates the system design against the business requirements ☑ Liaison between business SMEs and DTMB Functional Lead
Deloitte Testing Lead	Individual leading and responsible for preparing the Test Plan and testing that the project solution meets its requirements and satisfies its business needs.	☑ Plan the project's testing activities. ☑ Lead the test team. ☑ Manage, monitor, and control the testing schedule. ☑ Defect Tracking and escalation.
Change Control Board	A project governance board responsible for reviewing and approving all changes requested of the project baseline of configurable items.	☑ Change request reviews. ☑ Change request approvals.

Project Organization Chart



Project Work Environment Requirements

The project work environment is comprised of the resources – including facilities, tools, equipment, and other necessary resources – which are provided by the client and/or Deloitte and which are deemed necessary to enable project staff to safely and effectively execute their project responsibilities. The State must provide the minimal resources categorized as Labor, Equipment, Materials and Supplies, and Facilities.

Labor

The State will provide appropriate resources to participate in Joint Application Design (JAD) sessions based on a mutually agreed schedule.

The State will provide business process resources to assist in the review of functional design documents prior to formal submission to the State for final approval.

The State will provide technical resources to configure and manage all required development and test environments. These resources will also provide timely assistance with code promotions, database setups, and batch program executions.

The State will provide business process resources to assist in the construction of test cases and scenarios and to assist in the evaluation of test outcomes.

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

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

Resolve project issues in a timely manner

Review project plan, status, and issues

Resolve deviations from project plan

Provide acceptance sign-off

Use 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

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

The State's Project Manager will provide the following services:

Provide 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

Provide acceptance and sign-off of deliverable/milestone

Review and sign-off of timesheets and invoices

Resolve project issues

Escalate outstanding/high priority issues

Use change control procedures

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

Equipment

Deloitte understands that the State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits

The State will provide the following resources for the Contractor's use on this project at the time that staff are brought on-board:

Work space

Work Stations fully configured

Minimal clerical support

Desk

Telephone

Printer

Access to copiers and fax machine

Materials and Supplies

Paper and toner for copiers, printer, and fax

Facilities

The State must designate space, as long as it is available and as provided in the Statement of Work, to house Deloitte staff whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Deloitte 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 Deloitte in the course of providing the Services.

Bridges Integration

The State must review and confirm that the Bridges Maintenance and Operations Vendor can perform all required Bridges integration activities within the MiBridges Self Service Expansion timelines as specified in the Preliminary Project Plan and the MS Project Plan prior to the completion and submission of the Detailed Project Plan.

The Bridges Integration activities will be inserted as part of the Detailed Project Plan.

Appendix: Definitions & Acronyms

TERM/ACRONYM	DEFINITION
PMO	Program Management Office
SME	Subject Matter Expert
RAAIDO	Risk, Action item, Assumption, Issue, Definition, Out-of-scope log

Attachment C
Pricing Table

Total System Summary Cost

No.	Component Description	Cost ($) (If the State purchases all components)	Cost ($) (If the State purchases individual components)	Comments
Component 1	**Check My Benefits** (Channel: Internet & IVR)	**$1,249,678**	**$1,711,823**	Hours effort estimated if purchased as individual component is between 15,000 and 19,000
Component 2	**Apply for Benefits** (Channel: Internet Only)	**$719,512**	**$1,386,083**	Hours effort estimated if purchased as individual component is between 12,000 and 16,000
Component 3	**Document Upload Capability**	**$227,214**	**$580,082**	Hours effort estimated if purchased as individual component is between 4,500 and 6,500
Component 4	**Report My Changes** (Channel: Self Service Only)	**$454,429**	**$1,213,285**	Hours effort estimated if purchased as individual component is between 11,000 and 15,000
Component 5	**Complete Semi-Annual and Annual Eligibility Redeterminations**	**$1,031,072**	**$2,025,232**	Hours effort estimated if purchased as individual component is between 18,000 and 22,000
Total System Cost (Components 1-5)		**$3,681,905**	**$6,916,505**	By purchasing all components together the economies of scale enable significant savings.
Optional Component 6	**Arabic Language Development**	**$ 50,000**	**Not applicable**	
Optional Bank of Hours		**$354,000**	**Not applicable**	Future amendments may utilize the rate structure, as agreed between the Contractor and State in Appendix C.
Total System Cost (Components 1-5 and Options)		**$4,085,905**	**Not applicable**	

Deliverable PayPoints

Release	Component(s)	Deliverable PayPoints	Initial Allocated Amount	Holdback Amount	Invoice Amount	Target Invoice Date
Release 1	CMB – Check My Benefits (Online and Interactive Voice Response)	Identification of Business Requirements	$624,839	$124,968	$499,871	April, 2011
		Application Design Document	$416,559	$83,312	$333,247	May, 2011
		Production Ready System	$208,280	$41,656	$166,624	August, 2011
		Final Acceptance Holdback	-	-	$249,936	See 1.602
				Sub-Total	**$1,249,678**	
Release 2	AFB – Apply for Benefits RMC – Report My Changes DUC – Document Upload Capability	Identification of Business Requirements	$700,577	$140,115	$560,462	June, 2011
		Application Design Document	$467,052	$93,410	$373,641	August, 2011
		Production Ready System	$233,526	$46,705	$186,821	December, 2011
		Final Acceptance Holdback	-	-	$280,231	See 1.602
				Sub-Total	**$1,401,155**	
Release 3	RMB – Renew My Benefits	Identification of Business Requirements	$523,036	$104,607	$418,429	November, 2011
		Application Design Document	$338,691	$67,738	$270,953	December, 2011
		Production Ready System	$169,345	$33,869	$135,476	April, 2012
		Final Acceptance Holdback	-	-	$206,214	See 1.602
				Sub-Total	**$1,031,072**	
Release 3 (optional)	ALT – Arabic Language Translation	Identification of Business Requirements	$25,000	$5,000	$20,000	November, 2011
		Application Design Document	$16,667	$3,333	$13,333	December, 2011
		Production Ready System	$8,333	$1,667	$6,667	April, 2012
		Final Acceptance Holdback	-	-	$10,000	See 1.602
				Sub-Total	**$50,000**	
				Total System Cost (Components 1-5)	**$3,681,905**	
				Optional Component 6	**$50,000**	
				Total System Cost (Components 1-6)	**$3,731,905**	

The following items outline State and Contractor Responsibilities that are key to the Contract pricing.

Scope

The scope represents the services provided to implement the components. The services defined as in scope are identified in *Section 1.101* of the proposal. Likewise, the items identified in *Section 1.102* are out of scope. The components will be implemented as documented in *Sections 1.104.1* through *1.104.6*. Related to the Arabic Optional deliverable, the approach described in *Section 1.104.6* defines how the design for Arabic Language Development will be implemented. The Contractor will design the text to read from right to left, but not change the overall justification of the page to be right to left. This approach maintains consistency with the existing MiBridges layout in English and Spanish.

The State will work with the Bridges maintenance and operations team to make any and all necessary changes to accommodate the integration with the new MiBridges Online Self Service Expansion project.

As related to the technical environments, The State is responsible for the following tasks across all development, testing, training, staging and production environments:

A. **Database.** Installation, set-up, maintenance, upgrades (including applying Oracle patches), space allocation, security and monitoring the underlying hardware, operating system, databases and any third party software

B. **Configuration Management.** Code compilation, code deployment, code migration, set-up and maintenance of any associated tools and/or build scripts

C. **System Administration.** Installation, set-up, maintenance, upgrades, space allocation, security and monitoring the underlying hardware, operating system, servers and any third party software

D. **Network Administration (including telephony, VPNs and IVR).** installation, set-up, maintenance and monitoring

E. **Batch operations.** Setting up batch schedules and dependencies, execution and monitoring of batch jobs

Contractor's solution will interface with the text-messaging and email infrastructure the State currently has and the State will provide timely and appropriate access to develop, test and implement that solution. If the State plans to develop a new infrastructure (hardware/software) for text-messaging and emailing capabilities, then procuring such infrastructure timely is State responsibility.

Schedule

The schedule identifies the duration of time in which to implement the desired scope. The timeline and release approach identified in the Contract will be agreed to and followed by the State. This will require reasonable cooperation among all parties, including the State, Contractor, and Project Control Office (environment management) vendor in the performance of the project. The State will provide timely access to data, information, and its personnel.

Training and Implementation

A. Updates to the existing training documents is State responsibility
B. Conducting class room Training and webinars is State responsibility
C. Site support to Self Service Processing Centers and all other office locations is State responsibility

Payment

The Payment Schedule provides details for defining compensation of work completed. The Payment Schedule provided in Attachment C will be used and that the Invoice Target Dates will be achieved.

Breakdown of Labor Rates
(Fully-Loaded Hourly Labor Rates)

To the extent the parties agree that certain specific services must be provided on a time and materials basis, such services must be provided at the Labor Rates (Hourly Rate cost column) Future amendments may utilize this rate structure, as agreed between the Contractor and State.

Contractor Staff Position	Estimated Hours (Year 1-2)	Hourly Rate Year 1-2	Hourly Rate Optional Year 3-4	Hourly Rate Optional Year 5-6	Total Price for Base Years 1 and 2 Multiply Estimated Hours Per Year x Hourly Rate yr 1-2
1. Project Manager	0	$250	$261	$285	$0
2. Business Analyst	0	$160	$167	$183	$0
3. System Analyst	500	$160	$167	$183	$80,000
4. Programmer/Developer	2,000	$66	$69	$75	$132,000
5. System Administrator	400	$120	$125	$137	$48,000
6. Database Administrator	400	$80	$84	$91	$32,000
7. Q/A Manager	0	$120	$125	$137	$0
8. Security Specialist	0	$120	$125	$137	$0
9. Tester	300	$60	$63	$68	$18,000
10. Technical Writer	0	$60	$63	$68	$0
11. CM Specialist	0	$120	$125	$137	$0
12. System Architect	200	$120	$125	$137	$24,000
13. Network Engineer/IVR Skill Set	200	$100	$105	$114	$20,000
14. Software Architects	0	$120	$125	$137	$0
15. Accessibility Specialist	0	$100	$105	$114	$0
16. Project Assistant	0	$0	$0	$0	$0

Contractor Staff Position	Estimated Hours (Year 1-2)	Hourly Rate Year 1-2	Hourly Rate Optional Year 3-4	Hourly Rate Optional Year 5-6	Total Price for Base Years 1 and 2 Multiply Estimated Hours Per Year x Hourly Rate yr 1-2
17. Web Developer	0	$66	$69	$75	$0
18. Application Trainer	0	$60	$63	$68	$0
Others (List below):	0	N/A	N/A	N/A	$0
Totals:	4,000				$354,000

Notes:
1. The State has identified staffing positions that may be utilized during this contract.

2. Hourly Rates quoted are inclusive of vendor staff and management overhead, travel and all other expenses. Estimated Hours per year and Total Price are nonbinding and were used at the State's discretion to determine best value to the State, and to estimate the Contract value for the awarded Bidder.

3. The State may choose to utilize some or all of the hours quoted. All hours shall to be billed monthly at actual hours utilizing the quoted

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of two (2) years. 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 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional two (2) 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, Appendices & Exhibits

All Attachments, Appendices 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 the 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

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations and the Department of Human Services (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:

Steve Motz
Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
motzs@michigan.gov
(517) 241-3215

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:

Barb Suska
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
SuskaB@michigan.gov
(517) 335-4067

2.023 Project Manager

The following individual will oversee the project:

To be determined

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 price justification.

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 and/or a delivery schedule adjustment. 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, and the Contractor shall not be required to perform the additional services/deliverables in the absence of a mutually agreed Change Order or Contract Modification applicable to the additional services or deliverables.

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.

(4) By giving Contractor written notice within a reasonable time, the State shall 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 Technology, 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: Steve Motz
State of Michigan
Purchasing Operations
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Name:
Address:

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 and Cooperation

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.

Each party shall reasonably cooperate with the other party in the performance of the Contract, including provision by the State of timely access to data, information, and its personnel. The State shall be responsible for the performance of its obligations as set forth in the Statement of Work and for the accuracy and completeness of data and information provided to the Contractor. Contractor's performance is dependent upon the timely and effective satisfaction of the State's responsibilities hereunder.

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; provided, however, nothing herein shall preclude Contractor from referencing the Contract and services in past performance qualifications included in other proposals.

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. 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, development 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 use reasonable efforts to 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 or otherwise as mutually agreed by the parties in the Contract or applicable Purchase Order. 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 (as modified or supplemented pursuant to any agreed Change Orders, Contract Modifications or Purchase Orders).

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 for fixed price services will show details as to prices by Service/Deliverable component. Invoices for Services performed on a time and materials basis will show, for each labor category, the number of hours of Services performed during the billing period 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 and format of invoices and payments will be agreed upon between the Contract Administrator and the Contractor prior to initiation of the Services 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 by the State and the Contractor(s) will be mutually agreed 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. For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. 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, partners or principals of Contractor or its affiliates (directly or indirectly, at any tier) (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.

(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. The State will not unreasonably reject any proposed Key Personnel.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract (unless such Personnel's role is complete as defined in the Statement of Work) 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. The State will approve replacements of Key Personnel provided that such replacement is of a substantially similar skill-set and reasonably acceptable experience. 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 shall not assign any personnel to work at a State facility prior to such personnel completing the State's required background checks.

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 determined to not be performing in accordance with the Contract. 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 reasonably cooperate with the State and its agents including the State's Quality Assurance personnel. As reasonably requested by the State in writing in advance, the Contractor will provide to the State's agents reasonable access to Contractor's Project personnel and facilities where the Services are being performed 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 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 State performing its responsibilities and 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 performance and completion of all of the Services and Deliverables in material compliance with Contract requirements. 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 Technology, 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 applicable terms (including Flow Down per section 2.074) 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. To the extent any of these security requirements are modified by the State following execution of this Contract, and such modification impacts Contractor's costs or ability to comply with the requirements, Contractor shall either have a right to an equitable adjustment to cover such additional costs or shall be relieved of compliance with the additional requirements.

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 State Confidential Information (including information originally provided by the Federal Government), whether suspected or actual, other than as provided for by the Contract within 10 business 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

The following section only applies to Contractors with access to credit/debit card cardholder data.

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 Technology, Management and Budget, Financial Services promptly to advise them of any known 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 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 Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Technology, 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 to his/her employer 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, publically available or 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 created under this Contract. 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 records (including time sheets with respect to time-and-materials services, 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, or other substantially similar procedures. Records supporting the billings under the Contract 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, unless disputed by either party, 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 that is undisputed 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, if the difference between the payment received and the correct payment amount is greater than 10% following final resolution of all audit issues, 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 good faith, professional, and workman-like manner

(b) The Contract Appendices, Attachments and Exhibits, as modified by agreement of the parties, identify the equipment and software and services necessary for the Contractor to operate in compliance with the Contract's requirements.

(c) Except for third party hardware and software, 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 third party 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) To Contractor's knowledge, neither the Contractor nor any Affiliates, nor any employee of either working on the Contract, 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 promptly when learning about it.

(h) To Contractor's knowledge, 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) To Contractor's knowledge, 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) To the extent that any such information was provided, to Contractor's knowledge, all financial 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 such financial information. Since the respective dates or periods covered by such financial information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. To Contractor's knowledge, all written information furnished to the State by Contractor in connection with this Contract, including its bid, is materially true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(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) To Contractor's knowledge, 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 Technology, Management and Budget, Purchasing Operations.

2.122 Release Warranty

(a) For a period of 90 calendar days following deployment of each Release developed under this Contract (each "Warranty Period"), Contractor warrants that the custom developed code and configuration environment related to each such Release will conform in all material respects to the requirements of the Contract and the accepted Deliverables.

(b) If, within the applicable Warranty Period, the Release fails to comply with this warranty, Contractor will repair Defects as necessary to bring the Release into compliance with the warranty at no cost, provided that, for any such failure the State notifies Contractor in writing of the failure and describes the correct operation, provides Contractor with adequate documentation and evidence to reproduce the failure, and, when necessary, demonstrates the failure so that the cause of the failure may be traced and corrected. Contractor will make such warranty repairs within two weeks following written notification or such longer period as may be necessary using diligence and dispatch. For purposes hereof, "Defect" means any material error in the Release that prevents the Release from performing materially in compliance with the required Release functionality.

Contractor will have no obligation to make warranty repairs attributable to the State's misuse or modification of the Release; the State's failure to use corrections or enhancements that are made available; the State's use of the Release in combination with any product other than one specified by us; the quality or integrity of data from other automated or manual systems with which the Release interfaces; hardware, systems software, telecommunications equipment or software not a part of the Release which is inadequate to allow proper operation of the Release or which is not operating in accordance with the manufacturer's specifications; or operation or utilization of the Release in a manner not contemplated by the Contract.

(d) Contractor does not warrant that all nonconformities, errors or defects have been or can be eliminated from the Release or that operation of the Release will be error-free.

(e) With respect to any third party hardware product or any software product, the terms and conditions of the warranty to the State with respect to such a product will be identical to the terms and conditions of the warranty provided by the manufacturer or software developer of the product and subject to all limitations contained therein. Contractor bears no responsibility of any kind for those products and the warranties for those products will be passed through to the State. The terms of this warranty do not apply to those third party products.

(f) The performance warranties expressly included in this Contract are the exclusive warranties with respect to the Release and its performance and all other warranties are waived.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

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 include the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS 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 INSUREDS 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 Contractor will use commercial reasonable efforts so 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 Technology, 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 included 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 for third party claims and resulting 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, in each case with respect to claims initiated against the State for bodily injury (including death) or damage to real or tangible personal property, in each case that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors.

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 establish 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 a material provision of the contract, and the State in its sole reasonable 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 breaches (not less than three) 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 may be liable for 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.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted, pursuant to negotiations between the parties', 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, pursuant to negotiations between the parties', 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, pursuant to negotiations between the parties', 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 reasonably necessary, or that the State may reasonably 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) in accordance with the Contract's ownership and license rights provisions, and upon full payment for each such Deliverable, 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 reasonable 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, nothing shall preclude the State from Contracting directly with any party 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 a material provision of 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.

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 must provide for up to 180 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.** The State shall pay the Contractor for any resources utilized in performing such transition assistance at the rates established in this Contract.

2.172 RESERVED - Contractor Personnel 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 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

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 an aggregate 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**.

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.

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its Subcontractors, their Subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general Contractors, prime Contractors, project managers, trade Contractors, and all of their Contractors or Subcontractors and persons in privity of contract with them.

The Contractor, its Subcontractors, their Subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

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, regardless of the form of action, shall be limited to $3,731,905 or professional fees paid which ever 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, 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 each case to the extent Contractor believes such litigation, investigations or proceedings adversely impact Contractor's ability to perform the Services . 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 conviction for 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.

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 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 which results in increased Contract costs, 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 which results in increased Contract costs.

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 shall use commercially reasonable efforts to provide complete all Services and Deliverables according to the time schedules and requirements contained in the Statements of Work and other Exhibits governing the work.

(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 are reasonably 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 shall 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 RESERVED - Service Level Agreement (SLA)

2.243 Liquidated Damages

Late Delivery of Release I, II, or III

(a) The State may assess liquidated damages for the late delivery of Release I, II, or III, as such delivery dates are specified in the then currently approved Project Work Plan. If the State elects to assess liquidated damages, the amount of liquidated damages shall be $500 for each day following the Release delivery date in the then currently approved Project Work Plan until the date on which the Contractor provides such Release. Contractor shall not be assessed more than thirty (30) days of liquidated damages in connection with any single Release.

(b) To the extent Contractor has paid liquidated damages hereunder, Contractor shall be entitled to a credit against Contractor's liability for delays under this Contract. In addition, if Release III is provided to the State in accordance with the approved Project Work Plan, the Contractor shall be entitled to recover 50% of any liquidated damages assessed with respect to Release I or Release II.

(c) No liquidated damages will be applied if the delay arises out of causes beyond the control of the Contractor, including, without limitation, the State's failure to comply with the State's responsibilities, or the State's failure to provide information or resources in a timely fashion.

(d) Contractor's maximum aggregate liability related to Late Delivery for Release I, II or III for liquidated damages shall not exceed $25,000.

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 must not exceed $50,000.00 per individual and $200,000 in the aggregate.

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 promptly 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 as agreed by the parties 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, provided 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

The parties have agreed to the following deliverable acceptance procedure:

(a) All Deliverables prepared by Contractor shall have the written approval of the State project director or his or her written designee that such Deliverables comply in all material respects with the requirements of the Contract, which approval shall not be unreasonably withheld.

(b) The State shall complete its review of a Deliverable in not more than ten (10) business days, or other time period as agreed to in writing by the State and Contractor Project Managers . The State shall provide

Contractor (i) with approval of the Deliverable or (ii) with a written statement, as provided below, of the deficiencies preventing approval. Such business days shall be counted from and include the first working day following the delivery of the Deliverable to the State.

(c) The State's review and approval of Deliverables shall be solely for the purpose of determining compliance in all material respects with the requirements for such Deliverable as set forth in the Contract and not for any other purpose, including, without limitation, format or style of the Deliverables or the incorporation at that time of additional ideas or functionality. Approval shall be granted if the Deliverable conforms in all material respects to such requirements. In the event of the State's rejection of a Deliverable, the State shall provide a written statement which identifies in reasonable detail all deficiencies and which cites the corrective actions or changes to be made by Contractor in order to make the Deliverable conform in all material respects to the Contract requirements. Deliverables requiring only minor or cosmetic corrections and not requiring extensive re-review by the State and for which corrections have been promised by Contractor within specified times will be deemed approved.

(d) Contractor shall have thirty (30) business days to complete all such corrective actions or changes in order for such Deliverable to conform in all material respects with the requirements set forth herein. The count of such business days shall begin on the first business day following Contractor's receipt of the written statement of required corrective actions or changes as set forth in paragraph (b) of this Section.

(e) The State shall have five (5) business days to complete a review of the corrective actions or changes made to the Deliverable in response to the State's written statement of deficiencies as set forth in paragraph (b) of this Section and notify Contractor in writing of acceptance or rejection. The count of such days shall begin on the first business day after the State receives the corrected or changed Deliverable from Contractor. The State's review and approval of such corrected or changed Deliverable shall be solely for the purpose of determining that corrections have been made to bring the Deliverables into compliance in all material respects with the Contract's requirements and not for any other purpose, including, without limitation, for format, style or the incorporation of additional ideas or functionality.

(f) Notwithstanding the foregoing provisions of this Section, approval of a Deliverable or corrected Deliverable shall be deemed given by the State if (1) the State has not delivered to Contractor a notice of deficiencies in writing for such Deliverable (or corrected Deliverable) prior to the expiration of any period for the State review thereof as set forth in this Section or (2) the Deliverable (or corrected Deliverable) is placed by the State into production or used by the State in its operations.

(g) Contractor shall be entitled to rely on any such approval of a Deliverable for purposes of all subsequent stages of Contractor's performance hereunder. Upon the State's approval of each Deliverable, the State agrees that in the event of a contradiction between the relevant Statement of Work and the approved Deliverable, the contradiction shall be resolved by the approved Deliverable controlling.

2.251 Delivery of Deliverables

All Deliverables shall be completed and delivered for State review and written approval.Prior to delivering any Deliverable to the State, Contractor will first perform quality assurance activities, and, in the case of custom software Deliverables, System Testing to verify that the Deliverable is in material conformance with its specifications. Before delivering a custom software Deliverable to the State, Contractor shall provide a system test report to State in a format that will be mutually agreed to.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with standards established pursuant to the State Unified Information Technology Environment (SUITE).

2.252-2.255 RESERVED

2.256 Final Acceptance

"Final Acceptance" for each Release shall be considered to occur when the Release has been approved by the State and has been operating in production without any Critical Defect for fourteen (14) consecutive days. If the State elects to defer putting a Release into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Release.

For purposes hereof, "Critical Defect" means a defect that causes failure of a critical system component, rendering the system or a critical functionality of the system inoperable, or unrecoverable data loss, in each case, for which there is no work around. The following shall not constitute a Critical Defect pursuant to this provision (and shall not re-start the 14 day Final Acceptance period): (i) the State's misuse or modification of the Release; (ii) the State's failure to use corrections or enhancements that are made available; (iii) the State's use of the Release in combination with any product other than one specified by Contractor; (iv) the quality or integrity of data from other automated or manual systems with which the Release interfaces; (v) hardware, systems software, telecommunications equipment or software not a part of the Release which is inadequate to allow proper operation of the Release or which is not operating in accordance with the manufacturer's specifications; (vi) or operation or utilization of the Release in a manner not contemplated by the Contract.

2.260 Ownership

2.261 Ownership of Work Product by State

Upon full payment by the State for each such Deliverable, the State owns all Deliverables and each such Deliverable shall be considered work made for hire by the Contractor for the State. Upon full payment, the State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies developed outside the Contract (collectively, the "Development Tools") and created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, and any derivative works thereof, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to use, for its internal purposes, any such Development Tools that are delivered solely in connection with the Deliverables. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Deliverables, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

The Contractor shall be free to use and employ its general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor acquires and applies such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Deliverables resulting from this Contract.

2.262 Vesting of Rights

With the sole exception of any (1) third party hardware and software' and (2) Development Toolsidentified in the SOW or identified by the Contractor during performance of the Contract, the Contractor assigns to the State, upon full payment for each such Deliverable, 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 (except as required by applicable law or regulation). 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 State data used 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 or otherwise independently developed outside of this 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. To the extent that such standards are modified by the State following execution of the Contract, Contractor shall be entitled to a change order to address any costs resulting to Contractor from such change.

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/ditservice. 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 the applicable Change Order requirements.

2.280 Extended Purchasing

2.281 RESERVED - MiDEAL (Michigan Delivery Extended Agreements Locally

2.282 RESERVED - State Employee Purchases

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 Software

A list of the items of software the State is required to purchase for execution the Contract is attached or otherwise mutually agreed by the parties in writing. The list includes all software required to complete the Contract and for the Contractor to meet its Contract requirements; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). The attachment also identifies certain items of software to be provided by the State. Licensing and support of third party software shall be in accordance with Section 2.314.

2.302 Hardware

A list of the items of hardware the State is required to purchase for execution the Contract is attached or otherwise mutually agreed by the parties in writing. The list includes all hardware required to complete the Contract and for the Contractor to meet its Contract requirements; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.303 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.304 Equipment to be New and Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024.**

2.310 Software Warranties

2.311 Performance Warranty

See Section 2.122 Release Warranty

2.312 No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any,

designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.314 Third-party Software License and Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use or resell the Third-party Software. The Contractor may use an affiliate to "resell" any such third party products.

2.315 Physical Media Warranty

Contractor represents and warrants that each licensed copy of any custom developed Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the custom developed Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without

limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

2.323 License Back to the State

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

2.324 License Retained by Contractor

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

2.325 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions set forth herein.

2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

2.421 Knowledge of Child Labor for Listed End Products

(a) "Forced or indentured child labor" means all work or service:

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products*. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

(c) *Certification*. The State will not make award to a Bidder unless the Bidder, by checking the appropriate block, certifies to one of the following:

(X) The Bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) The Bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Bidder certifies that it is not aware of any the use of child labor.