

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B1300277
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions Inc. 4386 SW Macadam Ave, Ste 101 Portland, OR 97239	Steve Rosenberger	Steve_rosenberger@windsorsolutions.com
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BUYER	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: SITE REGISTRY – MAINTENANCE/ENHANCEMENTS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 8, 2011	June 7, 2014	2, 1 Year Options	June 7, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6 months	December 7, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$98,000.00		\$596,000.00		

Effective June 1, 2015, this contract is hereby increase by \$98,000.00 and following amendment is incorporated into the contract per attached Statement of Work. Contract is also extended to December 7, 2015.

All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, and DTMB Procurement approval.

State of Michigan
Department of Environmental Quality

Integration of Tier II Data into Site Registry and System Enhancements

Statement of Work

Version 2.0 - Final

April 29th, 2015



WINDSOR
SOLUTIONS

Environmental +
Health Information
Systems

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Version Control

Version	Author	Date	Notes
0.9	Windsor Solutions, Inc.	8/19/14	Initial Release
1.0	Windsor Solutions, Inc	11/20/14	Final Release
2.0	Windsor Solutions, Inc	5/4/15	<ul style="list-style-type: none">• Revised to make scoping/planning to be T&M as requested.• Revised to make deliverables be firm/fixed as requested.• Revised language to remove ambiguity in scope and deliverables as requested.• Split out Testing and deployment into two different phases as requested• Added Project Gantt as requested.• Provided breakdown by role for each phase of the project as requested.

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Introduction

The Emergency Planning and Community Right to Know Act (SARA Title III), allows states and communities to be informed about the hazardous chemicals stored onsite at businesses, for emergency planning and response purposes.

The Act supports two tiers of reporting, Tier I and Tier II. The Michigan Department of Environmental Quality (MDEQ) requires Tier II reporting, where businesses are required to report information about the types, quantities and locations of hazardous chemicals at a given facility. The form also lists contact information for the facility's designated emergency point-of-contact.

Given the industry base in the state and the nature of the data, the State of Michigan manages a significant number of submissions and associated individual chemical records. To manage the submission process and data, the MDEQ has licensed and implemented an online system that allows reporters to submit their data electronically. This system is known as Online Tier II Manager, developed by IDSi International.

The data presents a significant Freedom of Information Act (FOIA) burden to the State, as the data is highly sought after by external entities. Private Citizens and activist organizations have a need to understand the activities occurring in their neighborhood. Commercial organizations are interested in the activities at a facility for sales purposes. It is the responsibility of the State to respond to these requests.

Representatives of the reporting community have expressed concerns about the release of this data to the public. Since this data has value for internal staff, the MDEQ has opted to make the data available for internal DEQ use. This statement of work describes that tasks necessary to migrate this data into the Site Registry system.

Site Registry provides a warehouse of sites of environmental interest to the State. The system provides mechanisms for querying sites, and presenting high level facility data, environmental interests, as well as compliance and enforcement data. The MDEQ has the intention to make the Site Registry the "one-stop" location for environmental data about regulated sites.

Windsor has invested in and developed a new warehousing component called the nSite Explorer that makes data aggregation and presentation far easier than before. As part of this effort the Site Registry will be upgraded to employ the nSite Explorer for its front-end. In addition the several enhancements will be made to the Site Registry as requested by the Site Registry team.

Analysis

The Tier II is not easily accessible from the Tier II Manager. To serve this data through the Site Registry a new module will need to be added. The Site module of the Site Registry will serve the need for presenting the facility data. However, the chemical data for many facilities can be too voluminous and complex in structure to use existing SR data structures.

To service this need the following additions to Site Registry will be required;

Required:

- Tier II Sites will need to be added to the database (similar exercise to adding any other new system to Site Registry).
- Add a page/module that will represent the chemicals reported. Given the potential volume of data, functionality would likely be required to collapse/expand data, as well as potentially filter on different form elements

Optional¹

- Search criteria will need to be added to the system to address the common FOIA questions (e.g. provide a list of all facilities that have Chemical X)
- To serve the FOIA request export functions will need to be added provide the data in a downloadable format.
- Extracts from the Tier II dataset will have to be developed

Windsor has developed a new component for presenting and managing data in Site Registry. This product is known as nSite which consists of two components nSite Explorer and nSite Manager. The nSite Explorer was architected to be flexible in nature to allow a variety of data to be incorporated into it. It is a warehouse sitting on top of the Site Registry Warehouse. Data is abstracted into the database as a series of name value pairs ("name": "Dagny Taggart", "age": 39). Interface.

This allows reuse of functionality (example the data export engine) and permits a variety of data to be loaded into the warehouse. This is in contrast to the a normalized structured data model employed in Site Registry, that requires that new data structures be added for each new type of information (e.g. Tier II) and functionality has to be programmed specifically around that data structure.

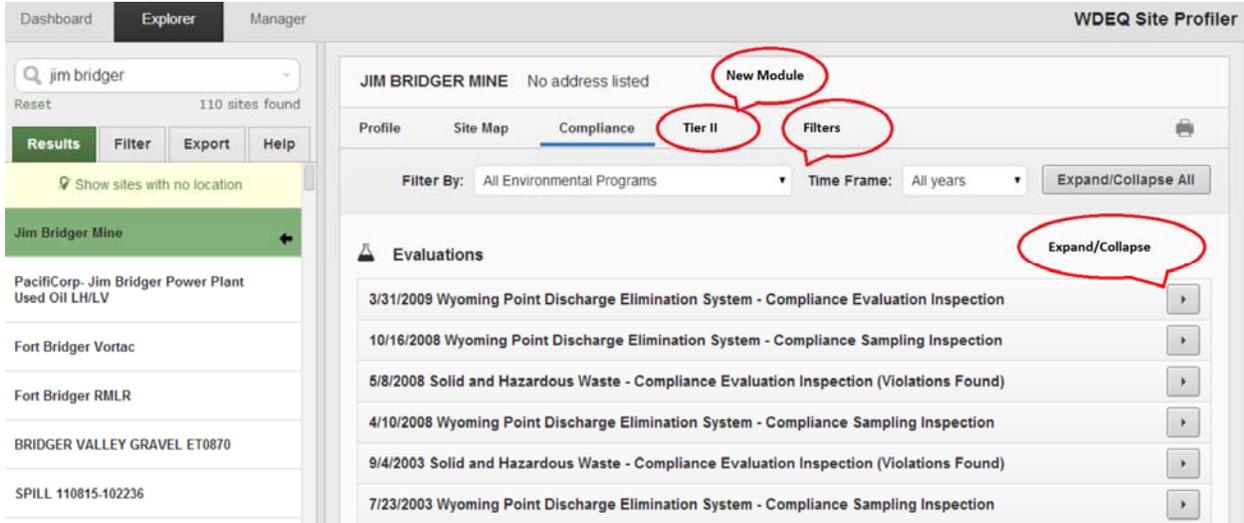
The Windsor team feels that the nSite explorer is better suited to the task of adding the Tier II data. The following discussion compares the enhancements that would be required to address the Tier II data in both nSite and Site Registry.

Below is a screen shot as to how the Tier II data might be incorporated into Windsor's new nSite Explorer.

A new module presenting Tier II data would be listed at the top. Each new module gets its own interface. In the example below CME data is presented on the page and can be further filtered within the page.

¹ Optional items will be addressed based on scoping assessment taking place in Phase I of the project

Final Integration of Tier II Data into Site Registry And System Enhancements | Statement of Work



In contrast below is a screen shot of the profile page in Site Registry. There is no concept of a “module” in the current implementation. All data about a site is presented in a single scrollable page. This is a workable metaphor when the data is of limited volume. For Tier II data the volume is far greater and there is no means to collapse a row to compress the data presented.

Site Affiliates	
HW Site Contact	GARY PUTT
Phone	
HW Site Contact	GARY PUTT
Phone	
Land Owner	DOW CORNING CORP
Phone	
Land Owner	DOW CORNING CORP
Phone	
Legal Operator	DOW CORNING CORP
Phone	
Legal Operator	DOW CORNING CORP
Phone	

Compliance			
Resource Management Division			
WDS/SDWIS			
Evaluations/Inspections			
Evaluation Type	Evaluation Date	Violations Found	Evaluation Programs
Compliance Evaluation Inspection - Compliance Evaluation Inspection (CEI)	5/15/1985	Yes	Hazardous Waste/Liquid Industrial Waste
Compliance Evaluation Inspection - COMPLIANCE EVALUATION INSPECTION ON-SITE	5/15/1985	Yes	Hazardous Waste/Liquid Industrial Waste
Compliance Evaluation Inspection - Compliance Evaluation Inspection (CEI)	6/18/1986	No	Hazardous Waste/Liquid Industrial Waste
Compliance Evaluation Inspection - COMPLIANCE EVALUATION INSPECTION ON-SITE	6/18/1986	No	Hazardous Waste/Liquid Industrial Waste
Compliance Evaluation Inspection - Compliance Evaluation Inspection (CEI)	4/14/1987	Yes	Hazardous Waste/Liquid Industrial Waste

Below is a sample of the type of data that may be presented for a **single** chemical at a site. As evidenced by this screen shot the ability to collapse and expand will be critical. Additionally there currently are no filters available within the Site Profile page. A feature that may be very useful for sites with a large number of chemicals.

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Chemical Description		Physical and Health Hazards		Inventory		Storage Codes and Location				
Chemical ID	: 340180	<input type="checkbox"/> Fire		20000	Max Daily Amt (lbs)	Container Type [R] Other	Pressure [1] Ambient pressure	Temperature [4] Ambient temperature	Storage Location If trucks in warehouse	Max Loca
Check if Chemical Information is changed from the last submission	: <input checked="" type="checkbox"/>	<input type="checkbox"/> Pressure		6	Max Daily Amt Code					
CAS #	: N/A	<input checked="" type="checkbox"/> Reactivity		20000	Avg Daily Amt (lbs)					
Trade Secret	: <input type="checkbox"/>	<input checked="" type="checkbox"/> Immediate		6	Avg Daily Amt Code					
Chemical Name	: LEAD-ACID BATTERIES	<input checked="" type="checkbox"/> Delayed (Chronic)		0	Max Amt in Largest Container (lbs)					
EHS	: <input type="checkbox"/> Contains EHS <input checked="" type="checkbox"/> Exceeds TPQ <input checked="" type="checkbox"/>			365	No of days on site					
EHS Name	:									
<input type="checkbox"/> Pure <input checked="" type="checkbox"/> Mix <input checked="" type="checkbox"/> Solid <input checked="" type="checkbox"/> Liquid <input type="checkbox"/> Gas										
Chemical Added On	: 10/26/2013									
Check if the chemical is below reporting threshold	: <input type="checkbox"/>									
MIXTURE COMPONENTS										
Chemical Name	CAS #	EHS	EHS Name	%	Max Daily Amount (lbs)	Max Daily Amount Code				
Sulfuric acid	7664939	<input checked="" type="checkbox"/>	Sulfuric acid	11	2200	4				
LEAD	7439921	<input type="checkbox"/>		66	13200	6				

Project Approach

This integration project will employ a phased approach. An initial limited effort will be undertaken to finalize the scope of the Tier II integration as well as reconciling the requested Site Registry upgrades. At the conclusion of this initial effort, a final project scope and associated final costs will be delivered; after which the integration effort will be executed.

Phase 1 – Project Planning and Prioritization

Project Initiation

The initiation task focuses on creating an effective joint project team and lays out a clear plan for the execution and control of the project. The major deliverable of initiation is a clear and complete Project Plan – a document containing detailed information on how the project will be executed and controlled. The project plan will establish the project timeline, with key project milestones, to effectively communicate the project team’s time commitments, and the different points in time in which staff will need to be engaged in the effort.

Draft Project Plan

A draft project plan will be developed based upon this Statement of Work. The project plan will articulate project tasks, timelines and project control mechanisms necessary to keep the project on task. In addition, the project plan will identify the candidate systems and clearly articulate the assessment factors that were agreed upon in the prior task.

Deliverables

- Draft Project Plan
- #### **Prepare for and Hold Project Kick-Off Meeting**

A project kick-off meeting will be held to introduce the team to the project objectives, approach and timeline. The team will review the project timeline and confirm that it is appropriate and review for any major conflicts, with the objective of gaining the team’s commitment to the effort.

Deliverables

- Kick-off Meeting Agenda
- Kick-off Meeting

Refine Site Registry Enhancement List

The Michigan DEQ has identified a series of enhancements to the Site Registry and associated source system load routines (Attachment 1). The MDEQ and Windsor Leads will review an instance of the nSite Explorer (which Site Registry will be upgraded to), and reconcile the requested enhancement list. Enhancement request will be refined, added and perhaps dropped from the scope of the effort. The enhancements will be prioritized relative to the available project budget.

Deliverables

- Revised Site Profiler Enhancements List

Perform Tier II Integration Requirements Confirmation and Design

Windsor staff will work with the Tier II representatives to determine the requirements associated with making this data available. The data is sensitive in nature and is currently inaccessible to most DEQ staff. Making this data available internally will be a significant shift on policy and will therefore necessitate careful consideration.

Windsor will review the critical data tables necessary to present the required Tier II data. Windsor will work with the Tier II program to present key/critical chemical data. This integration effort is not intended to be a replication of all data in the Tier II application. The team will focus on “right-sizing” the effort to meet the overall objectives and ensure that the effort fits within project resources. Data integration specifications and mappings will be developed for review by the Tier II team.

Windsor will work with the Tier II Team to design an interface for data presentation based on the agreed minimum data requirements. Mock-ups will be provided to the Tier II program using a tool such as Balsamiq. The Tier II team can review and comment on these mock-ups.

Based on prior conversations, only the current reporting year’s sites are important. Tier II data address current storage of chemicals. It is not important to know that a site stored chemicals 5 years ago. Therefore the chemical data migrated over will likely be the last reporting year’s data set.

DELIVERABLES

- Tier II Integration mapping document
- Tier II screen mock-ups

Project Check Point

At the conclusion of the Project Planning and Confirmation, the Windsor team will re-evaluate the final Tier II Integration Design and Site Registry enhancement list scope of effort and costs. The project check-point will be used to baseline the effort required to address the design relative to the available project resources.

Costs will be provided to address the requirements explored during this phase. If the team finds that there is insufficient resources to address design and enhancements, then the project resources will need to be reassessed. The Project Managers will work collaboratively to address the resourcing issue by addressing design and enhancement scope to right-size the effort to the resources available. Alternatively the MDEQ may determine to allocate additional project resources to obtain the desired integration scope.

At the conclusion of this effort a final fixed scope and cost of effort will be provided.

Deliverables

- Re-assessed project estimates, scope, and timeline

Finalize Project Plan

A final version of the Project Plan will be delivered to the team. This plan will reflect the refined project scope, the assessment factors, and parameters for the deliverables and final costs. In addition the project timeline will have been confirmed and adjusted to accommodate the refined scope and approach, as well as the project team’s personal schedules.

Deliverables

- Final Project Plan

Phase 2 – Site Registry Upgrade and Tier II Data Integration

Upgrade Site Registry

A copy of the current Site Registry database will be obtained from the MDEQ. The nSite Explorer data warehouse tables will be populated from the Site Registry tables. An instance of nSite Explorer will be configured to use MDEQ’s mapping resources and the freshly loaded data. This instance will be deployed to a Windsor environment accessible to the MDEQ for review

DELIVERABLES

- Populated nSite Explorer from Site Registry
- nSite Explorer Deployed with MDEQ data

Perform Tier II to Site Registry Site Data Mapping

Windsor will work with the Tier II program to map site data elements from the Tier II manager to the corresponding tables in Site Registry. This mapping will occur via teleconference. A Site Registry mapping document will be provided to the Tier II Program for review and confirmation. This mapping exercise will address facility data only, as compliance data is not maintained by the program, and is out of scope for this effort. Based on prior conversations, only the current reporting year's sites are important. Tier II data address current storage of chemicals. It is not important to know that a site stored chemicals 5 years ago. Therefore the universe of sites loaded will likely address the last reported year's sites.

DELIVERABLES

- Site Registry Mapping : Tier II
- Perform Tier II Site Integration into Site Registry**

Once the mapping has been confirmed and agreed upon the routines necessary to populate the Site Registry will be developed, unit tested and deployed to the Windsor Hosted environment.

Test Tier II Site Integration into Site Registry

The MDEQ Tier II team members will review this integration against their Tier II data set and confirm accuracy in mapping.

DELIVERABLES

- Tier II Integration Test Results
- Perform Tier II Chemical Integration into Site Registry**

Windsor will develop and unit test the routines to migrate the data from the Tier II Manager database to the Site Registry data tables, based upon the agreed data mapping document from the prior task. In parallel Windsor will develop web pages necessary to present the data in the Site Registry.

Deliverables

- Unit Tested Tier II Integration Routines
- Unit Tested Tier II Web Pages

Phase 3 – Site Registry Enhancements

Windsor will make the confirmed Site Registry enhancements to the application as well as source system integration routines. These enhancements will be unit tested and later (Sprint 4) deployed to the Windsor test environment for confirmation by MDEQ Staff

Deliverables

- Unit Tested Site Registry Enhancements

Phase 4 Testing

Alpha Test Tier II Integration and Site Registry Enhancements

New and revised integration routines and new data pages will be deployed to the Windsor hosted test environment for the MDEQ team to review and confirm accurate integration with Site Registry, as compared to the data housed in the Tier II manager. Additionally the MDEQ requested enhancements will be available at this time for testing and confirmation. Any bugs noted

DELIVERABLES

- Tier II Integration and Site Registry Enhancements Alpha Testing Results
Deploy Upgraded Site Registry and Tier II Integration Components to MDEQ for Acceptance Test

At conclusion of the Alpha testing of the upgraded Site Registry and Tier II integration enhancements, Windsor will deliver new deployment packages (DB and Application) and deployment instructions to the DTMB technical representatives for upgrading Site Registry to the nSite Explorer interface. In addition Web meetings will be held between technical staff to facilitate the configuration and deployment of the system.

DELIVERABLES

- Tier II Integration and Site Registry Enhancements Acceptance Testing Results
- Acceptance Test Site Registry Upgrade and Integration Deployment Packages

Phase 5 Production Deployment

Deploy Upgraded Site Registry and Tier II Integration Components to MDEQ Production Environment

Upon final acceptance of the upgraded Site Registry and Tier II integration enhancements, Windsor will deliver new deployment packages (DB and Application) and deployment instructions to the DTMB technical representatives for upgrading Site Registry to the nSite Explorer interface. In addition Web meetings will be held between technical staff to facilitate the configuration and deployment of the system.

DELIVERABLES

- Production Release Site Registry Upgrade and Integration Deployment Packages

Assumptions

The following assumptions were used in developing the project estimates and project approach.

- nSite Explorer (which Site Registry's inquiry interface is being upgraded to) is a wholly owned product of Windsor Solutions. Since this is not a custom development effort, but an enhancement of a Windsor product, this effort will not be governed by the State of Michigan's Software Engineering Methodology (SEM) and its associated deliverables.
- All data interaction will be directly against the Tier II database objects. Data integration will not take place using export files as has been the case in other interactions with Tier II
 - The SOM and its agents have authorization/licensing to interact against Tier II database objects.
- Travel to the SOM is not required for this effort. While Windsor acknowledges the benefits, and prefers to have face to face time on all projects, the allocated project resources will likely be consumed by the scope of this effort.

Project Costs

Project Effort/Task

The following table provides an overview of the total hours assumed for each task and the cost/task. Phase I Project Planning and Prioritization, is assumed to be a time and materials effort to scope the remaining tasks to allow the team to arrive at a final scope and firm fixed costs for the subsequent phases. At the conclusion of Phase I, these estimates will be reassessed to address the final scope of the effort. Phases 2-5 will be firm fixed costs.

	Project Manager	Project Advisor	Technical Architect	Senior Software Developer	Software Developer	Senior Data Analyst	Analyst	GIS Specialist	Cost
Role	\$184	\$201	\$184	\$146	\$113	\$135	\$113	\$148	
Rate									
Task									
Phase 1 – Project Planning and Prioritization	8			60					\$10,232
Phase 2 – Site Registry Upgrade and Tier II Data Integration	16		16	140		60			\$34,428
Phase 3 – Site Registry Enhancements	16		24	140		60			\$35,900
Phase 4- Testing	8		12	40		24			\$12,760
Phase 5- Production Deployment	4		4	16		8			\$4,888
Total	52		56	396		152	0	0	\$98,208

Windsor reserves the right to reallocate project hours and budget across project roles and tasks as the conditions of the project demand.

Milestones, Invoicing and Payment

Milestones for Payment

Payment milestones for this SOW are based upon the Project Effort/Task chart above. The completion of each phase is a milestone. A phase is completed upon Windsor completing each deliverable of an individual phase and the State Project Manager accepting the deliverable(s). Each phase requires all deliverables to be met for payment. The parties agree to Phase 1 being time and materials to properly scope Phases 2-5. Phases 2-5 will be fixed cost per phase after the work effort and scope for each phase is reassessed and agreed upon in Phase 1 by the vendor and the State Project Manager.

Invoicing and Payment

Per the terms of the contract.

Project Schedule



Appendix 1 – Enhancement Requests

Itest_Problem_#	Element	Title	Description	Comment
18	Mapping	County Name Layer/Boundary	As mentioned in Issue #11- the county name layer only seems to show up at one zoom level. Issue #11 appears to have been resolved- but as of 5/25/12- I still see this behavior.Also- if possible- I believe it would be helpful to provide a GIS layer for the county and/or DEQ district *boundaries* too.Please see attached screen shot. Thanks!	5/31/2012 - Eric Person: The County layer only appears at the zoom levels that it is made available for by MCGI.I don't believe that the MCGI offers county border or DEQ district border layers -they were not offered as options when we worked through the layers with the MCGI team.
21	Mapping	Map Query Interrupt/Cancel	Is there any way we could provide an avenue for the user to cancel a query request? Seems like it is pretty plausible that they might unknowingly submit a very large- CPU-intensive request. It would be nice if we could afford them some way to interrupt and/or cancel the request without having to resort to closing their browser/tab.	7/31/2012 - Eric Person: Added to list of enhancement requests for consideration.
24	Application	Database Descriptions	Would it be possible to add a 'Database Descriptions'- type text block and/or hyperlink to the SR home page?The average citizen isn't going to know what 'MIR' is (save for the former Russian space station).If available space is an issue- we could cut back on the 'Data Reconciliation' area since this function will only be used by the SR administrator and division/resource experts.Please see attached screen shot. Thanks!	6/1/2012 - Eric Person: For now I think we could add a faq to cover this content - that way if additional systems get wired up (MACES for instance) the data could be updated through the application itself by the administrator.I'll add this to my list of requested enhancements to the app as well.
26-2		Site View Hyperlinks	Add hyperlinks to map images.	Not sure if this means add the hyperlinks to the content bubble - that is a lot of content for the bubble, but we can do it...

27	Application Add DEQ/EPA District/Region Data Elements	<p>When users have additional questions/concerns regarding a site they find on SR- who can they contact? If it isn't already available- I believe it would be VERY useful to provide them with contact information for the DEQ and/or EPA (Region V).Now- this could be done via a FAQ entry- but this would not afford the same convenience nor search features (discussed below).For each regulatory agency- I would provide at least two different contacts (one for the district/field staff and one for related permitting) or this could just be done on a one-to-many relationship- with customizable contact types. I would then provide them with a contact first/last name- title- address- telephone- fax- and email.For DEQ- in addition to these contact types- we also have an Environmental Assistance Center (and division-specific contact) that could be listed.These additional data elements would also help accommodate additional GIS layers I suggested in Issue #18 and would facilitate search by district.These contacts could be displayed on the various output pages- just like any other 'affiliates'.If it's not already available- we may also want to add 'Division' to the database. I believe we currently track the source system- but not necessarily the division. For example- if we weren't waiting on the former Land & Water Management Division- Water Resources Division could have two source systems (i.e.- NMS and CIWPIS). Having division name (or an equivalent field) would tie all of these together. It would also allow users to search by division.</p>	<p>7/31/2012 - Eric Person: I'll add this to the feature requests list for consideration in a new version- for now- we have the source system contact and the FAQs for communication as you've pointed out...</p> <p>4/9/2014 - Eric Person - Other states have added affiliates to their ETLs to identify internal parties associated with a site/EI and I would suggest this as an approach here as it uses existing system functionality. This would finding the appropriate person or persons to associate with each facility and the appropriate level of granularity that can be derived by the source data (i.e. we will either need to know who the district or division rep is explicitly from a source system or have a rule we can use in the SQL to derive same.) Not particularly challenging but would take some design and testing work.</p>
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33	Mapping	Main/Profile Page Pin Colors Don't Match	Not a big deal- but the pin symbol coloring (EI) between the 'Main' page and the 'Profile' page do not match.Please see the attached screen shot for an example.	6/21/2012 - Eric Person: Moved to change control - usability to assess the need for changing these pin colors. 4/9/2014 - Eric Person - would entail adding logic to derive pin color via EI on the profile map/thumbnailed (and probably the query results map) considerable lift.
38-1	Application	Remove EI code from profile page	Hi!Please see attached screen shot for various requested minor profile output edits/formatting changes.Please contact me with any questions/concerns. Thanks!	4/9/2014 - Eric Person - Truncated lengthy comments and split this out into it's several requests. First one is removing EI code from profile page.
38-2	Application	Wrong Date text being displayed	Hi!Please see attached screen shot for various requested minor profile output edits/formatting changes.Please contact me with any questions/concerns. Thanks!	4/9/2014 - Eric Person - this has been fixed from what I'm seeing on the MI Public site.
38-3	Application	Changes to date text on Eis	Hi!Please see attached screen shot for various requested minor profile output edits/formatting changes.Please contact me with any questions/concerns. Thanks!	4/9/2014 - Eric Person - Ken, you can actually do this through the reconciliation EI - go to the reconciliation application, scroll to the bottom of the page and then select edit on the EI you want to change the date text for - edit as you wish and it will appear that way when rendered through the profile page. Remember it takes a day to replicate out to the public site. It looks like WSWIC has already been fixed.

41 - 1	ETL	Needed WRD Biosolids Site Fixes	Fixes needed:1) Using parent site lat/long instead of individual field site lat/long2)	4/9/2014 - Eric Person - this has been fixed from what I'm seeing on the MI Public site.
41 - 2	ETL	Needed WRD Biosolids Site Fixes	2) Change site naming convention	4/9/2014 - Eric Person - Need to update the SQL for this - should be minor.
41 - 3	ETL	Needed WRD Biosolids Site Fixes	3) Correct text (all caps) in biosolids SEI namePlease see attached screen shot for examples. Thanks!	4/9/2014 - Eric Person - Ken - you may be able to address this through the admin UI as in 38-3 above.

42	ETL	ETL Mixing ANC and Biosolids Site Information	Somehow the ETL is mixing (hybridizing) ANC treatment site and Biosolids site/EI information. Also- the EI end date for (at least one) ANC treatment site appears to be incorrect.Please see attached screen shots for examples.	<p>3/24/2014 - Ken Hozak: It looks like the hybridized information has been corrected. However, it appears Sara may have solved this issue by appending 'WANC' (i.e., the EI code) to the program ID (1808 in this case) in order to make it unique. But this of course is not the actual program ID, so I'm not sure I agree with this tactic.</p> <p>4/9/2014 - Eric Person - Site Registry assumes that all IDs coming from a source system are unique, since we didn't use the same ID for ANC and Biosolids, the system's auto-merging utility needed something to differentiate. Our alternative option here is setting up mock source systems for biosolids and anc sites. My estimates are based on that approach.</p>
42	ETL	ETL Mixing ANC and Biosolids Site Information	Somehow the ETL is mixing (hybridizing) ANC treatment site and Biosolids site/EI information. Also- the EI end date for (at least one) ANC treatment site appears to be incorrect.Please see attached screen shots for examples.	<p>3/24/2014 - Ken Hozak: Also, the expiration date of the ANC permit is still a problem. The system still lists the expiration date of the first issued permit (1994) rather than the expiration date of the latest permit (2014) as I believe we documented in the spec. Please remember that these permits are issued annually for only one year at a time. Thus an EI start/end date of first in/last out makes sense.</p>

42	ETL	ETL Mixing ANC and Biosolids Site Information	Somehow the ETL is mixing (hybridizing) ANC treatment site and Biosolids site/EI information. Also- the EI end date for (at least one) ANC treatment site appears to be incorrect. Please see attached screen shots for examples.	3/24/2014 - Ken Hozak: And finally, I can't seem to get one of the biosolids sites involved in this original post (Oakland Co Walled Lk/Novi WWTP-4443, Internal Site ID: 1443) to map any more. It doesn't show up when I believe it should (i.e., a BS site with at least one completed inspection). It makes me wonder how many other BS sites are missing.
44-1	ETL	Evaluation Comments Order/Length	Hi!The current display of evaluation comments seems shorter than the existing (350) characters the schema seems to afford (1 attached).Also- in the NMS mapping document (comment 63- p. 42) I recommended the inspection 'notes' field be listed first and concatenated with the Areas Evaluated (AE) information. It looks like the system is either reversing this order or (more likely) ONLY displaying the AE information (2a and 2b attached).And finally- we were going to see if the evaluation 'comments' field in SR could be substantially increased to accommodate more of this text; it doesn't look like this was done. Please see attached screen shots for examples. Thanks!	3/24/2014 Ken Hozak: Reviewed again and see changes, but now it appears to display both the notes field and the areas evaluated (but it fails at both because only part of each is displayed). I had wanted the notes field displayed first, then if there were any remaining characters available (or if notes field was blank), display areas evaluated.
44-2	ETL	Evaluation Comments Order/Length	Hi!The current display of evaluation comments seems shorter than the existing (350) characters the schema seems to afford (1 attached).Also- in the NMS mapping document (comment 63- p. 42) I recommended the inspection 'notes' field be listed first and concatenated with the Areas Evaluated (AE) information. It looks like the system is either reversing this order or (more likely) ONLY displaying the AE information (2a and 2b attached).And finally- we were going to see if the evaluation 'comments' field in SR could be substantially	Also, why is initial inspection type/description 'Unknown'? Is this a data/mapping issue? 4/9/2014 - Eric Person: The unknown designation comes from the generalized EPA inspection type code value. When we mapped the inspection types from NMS to EPA types there wasn't an obvious/appropriate type that we

increased to accommodate more of this text; it doesn't look like this was done. Please see attached screen shots for examples. Thanks!

could see so the UNK code (for unknown was used) we can revisit these types to see if there is a better value to use and update the CME_EVALUATION_TYPE table appropriately.

44-3	ETL	Evaluation Comments Order/Length	Hi!The current display of evaluation comments seems shorter than the existing (350) characters the schema seems to afford (1 attached).Also- in the NMS mapping document (comment 63- p. 42) I recommended the inspection 'notes' field be listed first and concatenated with the Areas Evaluated (AE) information. It looks like the system is either reversing this order or (more likely) ONLY displaying the AE information (2a and 2b attached).And finally- we were going to see if the evaluation 'comments' field in SR could be substantially increased to accommodate more of this text; it doesn't look like this was done.Please see attached screen shots for examples. Thanks!	4/9/2014 - Eric Person: Estimate to expand Notes Fields on CME tables and Facility tables to 1000 or higher.
44	ETL	Evaluation Comments Order/Length	Hi!The current display of evaluation comments seems shorter than the existing (350) characters the schema seems to afford (1 attached).Also- in the NMS mapping document (comment 63- p. 42) I recommended the inspection 'notes' field be listed first and concatenated with the Areas Evaluated (AE) information. It looks like the system is either reversing this order or (more likely) ONLY displaying the AE information (2a and 2b attached).And finally- we were going to see if the evaluation 'comments' field in SR could be substantially increased to accommodate more of this text; it doesn't	4/9/2014 - Eric Person: Final open item from screen grab: Add space between inspections/elements on profile page.

look like this was done. Please see attached screen shots for examples. Thanks!

45	Mapping	Alternate Names in Map Pop-ups	Hi!! believe it would be very helpful to users if the initial map pop-up window also displayed any alternate name(s). I could *guess* that the site was the right one- but listing the alternate name(s) would make it explicit. Alternate name(s) could also be listed in the line item summary below too (just above the location address). Please see attachments for examples.	4/9/2014 - Eric Person: This can add considerably to the bubble and listing, particularly for sites that have changed hands many times - this will also be compounded by the request to add additional hyperlinks to the bubble.
46	Mapping	Add Surface Hydrology Map Layer?	Hi!! was thinking it would be very helpful to have a detailed surface hydrology layer available in the mapping application. Something that would show the smaller creeks- county drains- etc. I just don't know what is available in Michigan's data store and how well it would overlay with the existing Bing map streams- etc. (i.e.- would they be congruent?). Please let me know what you think on this...thanks!	8/8/2012 - Eric Person: I'm not aware of an MCGI published layer that provides this data - we included the watersheds which is close- but perhaps not exactly what you're looking for. If you can identify an MCGI layer that provides the data you're looking for- we can include it as an enhancement- but it is outside the scope of our present effort. 4/9/2014 - Per my previous comment we will need to work with MCGI to get a layer produced that meets your requirements. Once that is available it should be simple to incorporate provided ESRI hasn't changed anything in their rest services that breaks

backwards compatibility with the mapping logic employed in the old Site Registry code.

50-1	NMS	WRD CME Information Display/Content	Hi!Various comments on the WRD/NMS CME information content- organization and display (please see attached screen shots for details).Thanks!	us the enforcement status code description instead of the code itself.
50-2	NMS	WRD CME Information Display/Content	Hi!Various comments on the WRD/NMS CME information content- organization and display (please see attached screen shots for details).Thanks!	Were the 'Associated Violations' removed from below the enforcement record? I don't see them anymore. 4/9/2014 - Eric Person: That is odd I have no recollection of this going away and it's not being rendered anymore...will need to look at this and fix, shouldn't be huge.
54	Mapping	Sub-Entity Mapping Duplication	Hi! FYI, for WRD's 'Westland MS4-Wayne' facility (Facility ID/ver.: 100465.2 or Site Registry ID: 100634), the same sub-entity was erroneously listed twice (please see attached screen shot for an example). Also, when more than one sub-entity is listed, can we please separate the entries by a blank row/line? Please contact me with any questions/concerns. Thanks!	2/21/2014 - Ken Hozak: It appears the duplication has been fixed for the original site, but not for all sites (please see second screen shot). In addition, a blank row was not added between multiple sub-entities (also as evidenced in the screen shot). 4/9/2014 - Eric Person: Need to research the first issue - I don't see any sub-entities on the public version and there are no sub entities for this facility in the windsor instance Will

need to see an updated database to trace the duplicate point issue - adding a space in the bubble should be relatively simple on the old system - probably not necessary in the new as sub entities are shown on the site map and don't collapse as they do in the old application.

58	ETL	Missing CAFO Facilities	<p>Hi! FYI- in reviewing the CAFO facilities- I noticed that there are a number of them not showing up in the system (mainly older facilities) due to some inconsistencies in that program (e.g.- naming conventions- permit numbers- etc.). For example- 'Southern Michigan Dairy I' (Facility ID/ver.: 102566.3) and 'Jeremy Frahm Hog Facility-CA' (Facility ID/ver.: 115112.2) do not show up. If possible- in order to catch these additional CAFO's- we need to change the ETL slightly. So the WHERE clause should look something like this: WHERE (pm_permit_master.permit_no LIKE 'MIG01%' OR pm_permit_master.permit_no LIKE 'MIG44%' OR fl_facility.type_cd = 'CAFO') AND pm_permit_master.type_cd != 'GP' AND pm_permit_facility.status_cd='A' AND fl_facility.status_cd='A'. The last two lines of the first segment are additions to capture these additional older permits/facilities. Note: some duplicate rows may appear as a result of these changes and we would need to select just DISTINCT rows. Please contact me with any questions or concerns. Thanks!</p>	<p>Southern Michigan Dairy I (now Medina Dairy-CAFO) is still not shown in Map Viewer/Inquiry under the CAFO EI. This site has an individual permit (MI00) and so the only way to catch it is by the aforementioned facility type code (CAFO). It currently has a 'Surface Water' (WSW) EI due to the individual permit. I guess I could live with that classification also if we didn't want to try to filter it out.</p> <p>Bischer Farms-CAFO is another example.</p> <p>Wil-Le Farms-CAFO (MIG440027, expired) was also missed for some reason.</p>
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59	ETL	WRD 'Surface Water' EI (WSW)	<p>Hi! FYI- I haven't had as much time to review SR as I had hoped to have- but I noticed today that this particular EI is including SW Industrial/Commercial- SW municipal (MS4) permits and CAFO's. My intention had been to include just individual permits (less CAFO's- since they have their own EI) and non-stormwater COC's. In reviewing the original SQL- I see that I had not accounted for this in my previous comments (sorry!). Would it possible to change the SQL to exclude SW COC's- MS4's and CAFO's from this EI? If so- could we also rename this EI to something like 'Industrial/Municipal Wastewater'? SW COC's can be eliminated (I believe) by excluding the 'MIR%' and 'MIS%' permits. MS4's can be eliminated by excluding the 'MIG61%' and 'MIS04%' permits. CAFO's can be eliminated by looking at the permit number (i.e.- 'MIG01%' or 'MIG44%') and/or the facility type (type_cd = 'CAFO'). Please let me know what you think on this. Thanks!</p>	<p>10/15/2012 - Eric Person: Updated the proc and we're flowing 1707 WSW facilities now down from 5224. One refinement was not made (MIS04%) because it would already have been excluded by the upstream removal of MIS% prefixed permits. This will be ready to retest when I get the database pushed to dev. 10/2/2012 - Ken Hozak: Hi-Okay- thanks! It was the most important of my recent requested EI changes. I changed the status from 'Change Control' back to 'In Process' so it wouldn't be overlooked. I hope that was appropriate. If not- please feel free to change it back.</p> <p>Thanks! 10/1/2012 - Eric Person: Since this looks like a pretty straightforward refinement and not new development I believe we can accommodate this.</p> <p>3/21/14 - Ken Hozak: FYI, I re-tested this issue and still find commercial/industrial stormwater, municipal stormwater and CAFO permits included with this EI as originally documented.</p> <p>Can we please remove these permits from this EI?</p> <p>Please attached screen shots for latest examples.</p>
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60	ETL	New WRD NEC EI	<p>Hi! FYI- in reviewing SR yesterday- it dawned on me that I had inadvertently overlooked a couple of WRD EI's (I'll list them separately in iTest). Both involve certifications that essentially nothing is happening at the site (kind of the opposite of what we usually deal with) and so it was easy to overlook them. And too- one of them is a relatively new certification. A 'No Exposure Certification' (or NEC) is an industrial/commercial storm water certification which we issue for 5 years. They are permits that begin with 'NEC%'. Update: I noticed today (9/18/12) that this category of permits is currently being included with the 'Storm Water Industrial/Commercial' EI (WSWIC) so if we decide to add this separate EI- we should remove the NEC's from this existing EI. Please contact me with any questions/concerns regarding this EI. Thanks!</p>	
61	ETL	New WRD NPTD EI	<p>We'll have to discuss how we can incorporate additional EIs- our development budget has been depleted so maybe we can look at working through these under maintenance - we can discuss when on site. Hi! FYI- in reviewing SR yesterday- it dawned on me that I had inadvertently overlooked a couple of WRD EI's (I'll list them separately in iTest). Both involve certifications that essentially nothing is happening at the site (kind of the opposite of what we usually deal with) and so it was easy to overlook them. And too- one of them is a relatively new certification. A 'No Potential to Discharge' (or MINPTD) is CAFO which has applied for and been issued a MINPTD certification. They are permits that begin with 'MINPTD%'. This is relatively new certification process (maybe a dozen or so statewide at present). Please contact me with any questions/concerns regarding this EI. Thanks!</p>	<p>3/25/14: Ken Hozak: Changed priority from 'Medium' to 'Low'.</p>

63	NMS	Request for Additional Contacts to be included for NMS	<p>Additional contacts (affiliations) relevant to various environmental interests – Generally speaking- we need to always pull ‘Permittee’ (PERMT)- ‘Facility Contact’ (FCONT)- ‘Certified Operator’ (CERT) and ‘Storm Water Operator’ (SWOP)- when available. Otherwise- the following additional (specialized) contacts should be returned for each listed environmental interest (if available):Biosolids Generating Facility – ‘Biosolids annual report contact’ (BARCT)Biosolids Land Application Site – ‘Biosolids site’ (BSITE)- ‘Owner’ (OWNR)- ‘Farmer’ (FARM)- ‘Contractor’ (CNTR)Soil Erosion Control – ‘SESC official contact’ (SESCO)- ‘SESC daily contact’ (SESCD)All contact types link off of the ‘fl_facility_entity’ table in NMS (water02 database) except ‘Permittee’ which links off the ‘pm_permit_entity’ table and the various BS land application contacts- which link off the ‘fl_biosolids_site_entity’ table. Blue colored contact codes are found in the ‘ge_entity.entity_type_cd’ field. Green colored contact codes are located in the ‘ge_entity_responsibility.responsibility_cd’ field. We would like to only return ‘active’ contacts (ge_entity.status_cd = ‘A’)- from the most recent facility version or permit available. For example- if possible- I’d like to use a hierarchy in retrieving contacts (e.g.- using a subquery- MAX(fl_facility.version) then if that contact is not available there- then fall back to the next available facility version- etc. and for the permit contacts (e.g.- favoring (in order) those with an ‘In Effect’ (1)- ‘Extended’ (E)- ‘Pending’ (2) and/or ‘Expired’ (X) status).</p>	
69	NMS	Enforcement Action Status	In the ‘Profile’ screen, need to replace enforcement action status codes (used currently) with code	3/25/14 Ken Hozak: Changed priority from ‘Medium’ to ‘High’. Should be a

			descriptions.	pretty easy fix.
70	NMS	Effluent Limit Violation Units	In the 'Profile' screen, need to replace effluent limit concentration/loading codes (used currently) with code descriptions (e.g., 'mg/L' instead of '19'). Would also be nice to list original effluent limit for comparison (e.g., Total Suspended Solids 124 mg/L vs. 30 mg/L) limit.	
71	ETL	Entry Error Violations Being Pulled	Despite exclusion specified in NMS spec, system is continuing to pull and display violations marked with 'Entry Error' status (it just doesn't display all information). Please see Detroit WWTP Violation ID's: 146607, 146608 (effl. limits; 154724, 154945 (SOC's)).	
73	Application	iOS/OS X Compatibility	Assess application's compatibility with iOS and/or OS X and the Safari browser. For example, reportedly the mapping balloon (pop-up) windows don't work on an iPad. DEQ management had concerns with limited functionality with the popularity of the Apple platform and increasing use of mobile technologies.	
75	Application	Add formatting to 'Ask the Warehouse'	Add HTML formatting capability/recognition to 'Ask the Warehouse' function	
76	Application	Warehouse Statistics codes	Use code descriptions in 'Warehouse Statistics' area rather than the codes themselves. It would also be helpful to clarify the meaning of the database names (e.g., NMS (Water), MAERS (Air), etc.) in the site chart legend.	
77	Mapping	Map Viewer Bird's Eye View?	If possible, add 'Bird's eye' (Bing) view to Map Viewer	
78	Mapping	Latitude/longitude display	Reverse the display order of the latitude/longitude (i.e., swap the order of the fields, to follow convention) in the Map Viewer application	

80	Mapping	Add a more detailed watershed mapping layer	<p>If such a layer is available I think a more detailed watershed/sub-watershed layer would be helpful (e.g., 12-digit HUC rather than 7 or 8).</p> <p>I might also use a different color for the watershed boundaries (rather than the existing light blue) that would provide a higher contrast against the map.</p>	4/912014 - Eric Person: May be a dupe estimates if this is a distinct layer from above and caveat in comment above applies here.
82	Inquiry	Add watershed name & 8/12 digit HUC to Inquiry Module	It would be helpful to also list the watershed name in the Watershed list. Also we should be using an 8 (or better yet 12) digit HUC not 7 digit.	4/912014 - Eric Person: Again - limited to layers available from MI CSS/MCGI - adding a 12 digit HUC code to the selection box would be a usability problem from the standpoint that there are an enormous number of HUCs in the state at that level of detail - the inquiry page would need to be reworked significantly to make this a viable feature in the old system. In the new system, we would approach it differently, adding the ability to directly enter the HUC at whatever level(s) are included in the advanced search box.

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

June 25, 2014

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B1300277
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions Inc. 4386 SW Macadam Ave, Ste 101 Portland, OR 97239	Steve Rosenberger	Steve_rosenberger@windsor olutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(503) 675-7833 ext 204	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dave Borzenski	517-241-4652	borzenskid@michigan.gov
BUYER	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: SITE REGISTRY – MAINTENANCE/ENHANCEMENTS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 8, 2011	June 7, 2014	2, 1 Year Options	June 7, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	1 year	June 7, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
		\$498,000.00		
Effective June 19, 2014, the first option year available on this Contract is hereby exercised. The REVISED Contract expiration date is June 7, 2015.				
Steve Rosenberger is now added as a signatory and as the contact on the contract for Windsor Solutions. His				

phone number is 503-675-7833 ext 204. His email address is steve_rosenberger@windsorsolutions.com. Please note the buyer has been changed to David Hatch. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement, and DTMB Procurement approval.

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

September 13, 2013

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B1300277
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions Inc. 4386 SW Macadam Ave, Ste 101 Portland, OR 97239	Guy Outred	
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(503) 675-7833	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dave Borzenski	517-241-4652	borzenskid@michigan.gov
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: SITE REGISTRY – MAINTENANCE/ENHANCEMENTS			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 8, 2011	June 7, 2014	2, 1 Year Options	June 7, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		June 7, 2014
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$73,000.00			\$498,000.00	
Effective immediately, this Contract is hereby INCREASED by \$73,000.00. The Contract Compliance Inspector is now Dave Borzenski. Please note this Contract is for purposes of the nForms software licensing application and data-hosting. This Contract comprises the entire agreement between the State and Contractor. No other License Agreement				

or EULA shall apply. See attachments.

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

Per vendor agreement, DTMB Procurement, and Administrative Board approval dated September 13, 2013.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
STATEMENT OF WORK**

Project Title: FOIA & PEAS Enhancements to the Site Registry Application	Period of Coverage: 06/01/2013 – 12/31/2013
Requesting Department: Environmental Quality	Date: 05/01/2013
Agency Project Manager: Michael Beaulac	Phone: (517) 241-7808
DTMB Project Manager: Sara Raja	Phone: (517) 373-8565

Brief Description of Services to be provided:

PROJECT OBJECTIVES:

DEQ program staff has identified two significant needed enhancements to the Site Registry (SR) application that will add considerable value to its functionality and output for internal staff, US EPA and the general public. These enhancements involve incorporation of Freedom of Information Act (FOIA) and Pollution Emergency Alerting System (PEAS) data.

1. FOIA:

The State intends to enhance the SR capabilities to integrate the FOIA process into the SR application and provide both external and internal users with more complete access to and tracking of FOIA requests and information. This enhancement will extend the SR system functionality to facilitate FOIA requests. This will be accomplished through the implementation of a FOIA request management component or module that will natively interface with the SR to allow FOIA requesters to conduct real-time inquiries on the SR based on an address using SR's mapping query capability.

In short, an additional form will be created for the SR application that will allow the user to begin the FIOA process via the address provided on the form and search in SR (therefore, mitigate a cumbersome separate FOIA tracking effort by directing users to first use/search SR instead). The completed form will trigger a return of all sites matching that search criteria, thus allowing the user to determine if their request is satisfied – without having to contact DEQ staff by other means (phone, email, letter) for the same information. The FOIA request management module will allow DEQ and the public to track how these FOIA requests are handled.

2. PEAS:

The use of the web-based SR application will eliminate the separate stand-alone applications and the Bing Geocoding Services for map display and location verification will be a major improvement in functionality. The newly refined SR "data cleaning" option can be used in the future to help resolve data redundancies determined in the reconciliation process for the added PEAS spill information. Furthermore, there is a "spills" Environmental Interest component in the Facility Registry System that allows us to submit the needed data from SR to the US EPA when we electronically submit all the required FRS data to them. A web-based application will also allow for a more effective spill tracking capability whereby details of the incident can be more effectively provided to the most appropriate DEQ staff for their response.

B BACKGROUND:

Site Registry is a data warehouse that provides an integrated, and spatially represented, view of enterprise core site/facility information across all programs. The current agency programs in Site Registry include:

- MI Toxic Release Inventory (TRI)
- Oil & Gas Database (OOGM MIR)
- Waste Data System (WDS)
- MI Air Emissions Inventory System (MAERS)
- NPDES Management System (NMS)
- Safe Drinking Water (SDWIS)

It provides a transparent and quick method to present regulated data to the public and functions as a critical tool for addressing external Freedom of Information Act (FOIA) requests. Data provided includes facility compliance and enforcement information and other data in compliance with the FOIA.

Currently, this capability is limited to only that information associated with the DEQ program databases currently networked to the Site Registry (SR) application. DEQ program staff continue to receive FOIA requests – often for the facilities not yet in the Site Registry system. This has created a bifurcated approach toward satisfying FOIA requests, which includes: 1) some data retrieved automatically via Site Registry, and 2) some information provided manually from staff. This approach is confusing to, and frustrating for, the public and inefficient for DEQ staff. This needs to be corrected by allowing the SR application to be the public's FOIA one-stop shop.

Similarly, the Pollution Emergency Alerting System (PEAS), in operation since 1975, was established to report and track environmental pollution emergencies such as releases of reportable quantities of hazardous substances. Many of these pollution emergencies:

- are directly associated with MDEQ regulated facilities (i.e., plant explosion or impoundment/containment breach),
- potentially impact a regulated facility (i.e., pipeline break), or
- become by definition a "facility" (as defined by the Site Registry application) to be overseen/regulated by MDEQ (i.e., environmental contamination site).

As such, pollution emergencies are the precursors for Site Registry's "completed cleanups and past operations as well as data on current operations and activities" as described in Section 1.001 BACKGROUND of the current contract with Windsor Solutions. Newly identified pollution emergencies (especially those associated with new and existing facilities) need to be incorporated into the SR application. SR's mapping capabilities would help with needed facility data reconciliation, which would also help to eliminate the multiple, stand-alone, non-networked PEAS applications scattered among DEQ district offices and Lansing Headquarters.

SCOPE OF WORK:

The inclusion of additional program data to enhance the facility database is also referenced in Section 1.100, Scope of Work and Deliverables, B. Enhancements, of the current contract with Windsor Solutions.

1. Technical Requirements and Architectural Development
2. Enhancements to the SR application will incorporate Freedom of Information Act (FOIA) and Pollution Emergency Alerting System (PEAS) as described below and in the attached Business Requirements, which will include:
 - a. Software Development
 - b. Solution Testing
 - c. Solution Implementation
3. Software License for nForm
4. Operations Services: External hosting of the FOIA and PEAS Site Registry modules at Contractor's location.

More details are provided in the Business Requirements section below.

TASKS:

Contractor technical support is required to assist with the following tasks:

- Determine how the FOIA and PEAS Site Registry modules hosted on the Windsor Cloud will properly interact with the DTMB server and associated back-end program applications.
- Participate in the JAD sessions when technical requirements (information technology, functional, etc.) will be discussed.
- Provide staff resources needed for testing.
- Review of Source Code for compliance of best practices and contractual requirements.
- Work with the Contractor to develop user acceptance test criteria for test scripts.
- Perform user acceptance testing.
- Validate/accept test scripts and testing results.
- Facilitate the Contractor to implement data flows according to agreed upon schedule.
- Signoff on system installation.
- Contractor will develop interfaces between nForm and Site Registry to query and interact with Site Registry for the FOIA process and mitigate some of the basic/rote requests that the Program receives. The objective is to decrease the burden associated with addressing the vast majority of the requests FOIA staff receive. This will be accomplished by directing the FOIA request through the Site Registry system. nForm will force the issue as all FOIA requests will be processed and managed through the nForm FOIA forms and workflows.
- For the PEAS program, Contractor will develop interfaces to push data collected in nForm during the PEAS work process into Site Registry for public consumption/access. Spills data will then be available to use in the FOIA process.

DELIVERABLES:

Contractor will provide project deliverables based on SEM milestones, as defined by SUITE. Software Deliverables for this project include:

1. Freedom of Information Act (FOIA) Deliverables:
 - Public FOIA Request Portal
 - FOIA Receipt Management
 - Workflow Management
 - Form Management
 - Financials Management
 - User Management
 - FOIA Requestor Account Management
2. Pollution Emergency Alerting System (PEAS) Deliverables:
 - Public Pollution Complaint Portal
 - Pollution Complaint Management
 - Workflow Management
 - Forms Management
 - User Management

More details are provided in the Business Requirements section of the attached "Proposed FOIA & PEAS Enhancements to the Site Registry Application."

3. Solution Hosting:

Contractor will provide solution hosting for the identified software modules as identified in this Statement of Work. Hosting services, including applicable Service Level Agreements (SLA's) are defined in the attached

nForm Cloud Hosting Service Level Agreement.

ACCEPTANCE CRITERIA:

Review and approval by the MDTMB and MDEQ Project Managers, including MDEQ program area experts and approval by State IT staff experts for conformance with IT web hosting, security and installation validation. Once these reviews are completed, the MDTMB and MDEQ Project Managers will consider the deliverables acceptable and approve all invoices for payment. Upon receipt of the MDEQ and the MDTMB Project Manager's written acceptance of the specific application deliverables, the Contractor may submit an invoice for the milestone payment associated with this phase.

If at any time during the thirty (30) business day production run, either the application at this Phase of the system's performance or the interaction of all system components at this point are not acceptable to the MDEQ and the MDTMB Project Managers (and associated subject matter experts), the MDEQ and the MDTMB Project Managers shall give the Contractor written notice stating why the product is unacceptable. The Contractor will have twenty (20) business days from the receipt of such notice to correct the deficiencies. The State will then have twenty (20) business days to inspect, test and reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the State will have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Statement of Work.

The maintenance period begins upon final written acceptance of the two complete (FOIA and PEAS) modules for the Site Registry application.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

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

PAYMENT

Payment will be made on a **Satisfactory acceptance of each Deliverable** basis. DTMB will pay CONTRACTOR upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

EXPENSES:

The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:

The designated Agency Project Manager is:

Name Michael Beaulac
Department DEQ
Area Executive Division
Building/Floor constitution Hall, 6th Floor, South
Address 525 West Allegan St.
City/State/Zip Lansing, MI 48909
Phone Number (517) 241-7808
Fax Number
Email Address beaulacm@michigan.gov

The designated DTMB Project Manager is:

Name Sara Raja
Department DTMB
Area Customer Service - DEQ/DNR/MDARD
Building/Floor Hollister Bldg.
Address
City/State/Zip Lansing, MI, 48909
Phone Number (517) 373-8565
Fax Number
Email Address RajaS@michigan.gov

STATE ROLES AND RESPONSIBILITIES:

- The MDTMB and MDEQ Project Managers will submit the authorization to accept or reject payment for work performed by the Contractor to the MDTMB Contract Administrator after review and agreement by the MDTMB and MDEQ Project Managers.
- The MDTMB and MDEQ Project Managers will identify a team of subject matter experts, in respectively, the technical area and the program area for the duration of the contract.
- The MDTMB and MDEQ Project Managers will coordinate State resources needed for the duration of the contract.
- The MDTMB and MDEQ Project Managers are to provide the work/meeting area during the Contractor site visits.
- All required State staff will attend the project kickoff meeting and subsequent JAD sessions.
- The MDTMB and MDEQ Project Managers will identify and provide staff resources and any server access needed for testing environments.
- Review documents and verify accuracy/provide comments.
- Obtain comments from all stakeholders on the design options based on report recommendations.
- Review of any applicable Source Code for compliance of best practices and contractual requirements.
- Work with the Contractor to develop user acceptance test criteria for test scripts.
- Validate system installation on test and production environments.
- Perform user acceptance testing.
- Validate/accept test scripts and testing results.
- Monitoring and oversight of the development work by the Contractor.
- Answer questions and providing information when requested by the Contractor.
- To review any interim deliverables as may be agreed upon among the MDTMB and MDEQ Project Managers and the Contractor's Project Manager.
- To provide access to state specialists, such security and network, when requested by the Contractor

- and as agreed to by the MDTMB and MDEQ Project Managers.
- Signoff on system installation.

CONTRACTOR ROLES AND RESPONSIBILITIES:

Windsor Project Manager	<ul style="list-style-type: none"> • Responsible for successful delivery of Windsor commitments • Owns development of the project plan and schedule • Provides project status to DTMB and DEQ management • Ensures project schedule is updated according to the project plan • Works with DTMB and DEQ management, and project team to identify project risks and define risk mitigation plans • Serves as point of escalation for project issues. Escalates issues to DTMB and DEQ project managers as needed. • Ensures on-time submission of Deliverable Artifacts • Responsible for procurement/assignment of Windsor resources needed to meet project commitments.
Windsor Account Manager	<ul style="list-style-type: none"> • Responsible for contract • Point of escalation for DEQ/DTMB management related to contract related issues • Works with DTMB and DEQ management, and project team to identify project risks and define risk mitigation plans
Business Analyst	<ul style="list-style-type: none"> • Works with DEQ subject matter experts to define requirements and specifications for applications • Assist with tracking issues, action items, decisions that need to be made • Advises Lead Business Analyst or Project Manager on any issues blocking completion of assigned tasks • Secures approval from business owners on functional design of the application or functional design changes • Completes task assignments by assigned completion dates • Represents DEQ business needs and priorities to technical development staff • Supports developers in resolving requirement ambiguities. • Provide input into and feedback on the Test Plan, Training Plan and Implementation Plan
Technical Architect	<ul style="list-style-type: none"> • Defines system and technical architecture of the system • Owns delivery of technical artifacts for System Design Phase • Owns development of general technical architecture components needed to support application development • Defines application development standards • Reviews and approves component designs
Designer/ Developer	<ul style="list-style-type: none"> • Designs application components to meet functional design requirements • Defines and develops unit tests • Develops and unit tests application components • Ensures standards and application acceptance criteria are met
Tester	<ul style="list-style-type: none"> • Ensures thorough understanding of requirements • Defines Test Cases and Test Plans • Executes assigned tests

	<ul style="list-style-type: none">• Identifies defects and ensure documentation in the bug tracking repository
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LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultant will work at both the Windsor Solutions off-site location and at Constitution Hall in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

The State does not compensate for overtime.

Business Requirements for A) FOIA and B) PEAS:

A. Freedom of Information Act (FOIA) Application Business Requirements

Business Req. No.	Detailed Business Requirement Description
1.	FOIA system must provide a public-facing interface that will allow the public to submit FOIA requests without intervention/assistance by the State. This is intended to replace the largely manual FOIA request processing that currently takes place.
1.1.	The system must provide a means for requestors to register and securely login to the system to interact with their request(s).
1.2.	The system must provide and means for the requestor to check-on the processing status of their FOIA request.
1.3.	The system must provide confirmation of receipt of the FOIA request to the requestor.
1.4.	System must provide a mechanism for FOIA requestors to review Site Profiler data as a mechanism to mitigate unnecessary FOIA requests. Site Profiler may contain the information the FOIA requestor is looking for.
2.	The system must provide notifications of receipt of new FOIA request to Staff.
3.	The system must provide a work “queue” of FOIA requests for staff to process
4.	The system must provide mechanism to mark a request as administratively complete; releasing the request for processing.
5.	The system must provide a mechanism to communicate with the requestor, noting comments/requests for additional information.
5.1.	The system must keep all communication regarding the FOIA request.
5.2.	The system must allow the requestor to respond to Staff questions or comments including uploading additional documents when needed
6.	The system must provide a flexible workflow management.
6.1.	The system must provide a standard set of workflow steps through which the FOIA must be processed
6.2.	Workflow steps must have the capability to be assigned to default personnel and be able to be reassigned to other personnel.
6.3.	Completion of steps must initiate the next step.
6.4.	The system must provide capabilities to notify staff and the requestor of the initiation/completion of steps.
6.5.	The system must provide staff with a queue of work for processing FOI requests.
6.6.	The system must provide supervisor visibility to the overall queue for all FOIA requests.
6.7.	The system must provide the ability to add additional workflow steps as needed for individual FOIA’s as circumstance dictate.
7.	The system must provide a flexible method to create new forms and revise existing forms FOIA request forms, due to evolving needs.
7.1.	The system must provide a series of data controls that capture the domain of data applicable to FOIA requests. (e.g. Text boxes, drop down list boxes).
7.2.	System must allow the form designer to specify a list of acceptable values for applicable controls (e.g., Drop Down boxes)
7.3.	System must allow form designer to reorder controls on the form.
7.4.	System must provide capability to specify form elements as optional and required and have

Business Req. No.	Detailed Business Requirement Description
	the system enforce this during form completion.
7.5.	System must provide capabilities for the form designer to create custom help content.
8.	The system must provide an interface with Navision to create invoices for cost recovery for FOIA Requests. (optional depending on Navision capabilities).
8.1.	The system should create invoices in both the FOIA system and the Navision system in “real-time” (optional depending on Navision capabilities).
8.2.	The system should be capable of processing receipt of payment at time of FOIA request. (Optional depending upon Navision capabilities).
8.3.	The system should be capable of processing invoice adjustments in the case of under/overpayments for effort involved with FIA processing (optional depending upon Navision capabilities).
9.	The system must provide user management for internal staff.
9.1.	The system must allow Staff to be assigned roles within the system.
9.2.	The system must provide an administrator role allowing full access to all functions within the system including security and user management.
9.3.	The system must provide a “manager” role allowing access to a more limited function set than administrators. This includes actions such as form design and workflow design and management.
9.4.	The system must provide a “district reviewer” role for the user that will review and process the FOIA request.
10.	The system must provide a mechanism to administer FOIA requester Accounts.
10.1.	The system must provide the ability to reset passwords.
10.2.	The system must provide the ability to review Requestors contact information (e.g. address).

B. Pollution Emergency Alerting System (PEAS) Application Business Requirements

Business Req. No.	Detailed Business Requirement Description
11.	PEAS system must provide a public- facing interface that will allow the public to submit Pollution Complaints without intervention/assistance by the State. This is intended to replace the largely manual pollution complaint processing that currently takes place.
11.1.	The system must provide a means for complainant to register and securely login to the system to interact with their request(s).
11.2.	The system must provide and means for the complainant to check-on the processing status of their pollution complaint.
11.3.	The system must provide confirmation of receipt of the complaint to the complainant.
12.	System must provide the capability for Staff to take complaint calls and enter relevant data on an internal pollution complaint form.
13.	The system must provide functionality to allow visibility to the receipt of a pollution

Business Req. No.	Detailed Business Requirement Description
	complaint and begin initial QA of the complaint.
13.1.	The system must provide notifications of receipt of new pollution complaints submitted on line to Staff.
13.2.	The system must provide a work “queue” of pollution complaints for staff to process.
13.3.	The system must provide mechanism to mark a complaint as administratively complete; releasing the complaint for processing.
14.	The system must provide a mechanism to communicate with the complainant, noting comments/requests for additional information.
14.1.	The system must keep all communication regarding the complaint.
14.2.	System must allow staff to develop a set of standard template email/letters that are customizable for addressing common issues.
14.3.	System must provide the ability to upload, store and access documents to the complaint for both the complainant and Staff.
14.4.	Upon completion of a spill investigation, relevant spill information will be loaded to the Site Profiler system. Not all spills investigations will be loaded to the Site Profiler. Loading will be dependent on characteristics to be determined.
15.	The system must provide a flexible workflow management tool.
15.1.	The system must provide a standard set of workflow steps through which the complaint must be processed.
15.2.	Workflow steps must have the capability to be assigned to default personnel and be able to be reassigned to other personnel.
15.3.	Completion of steps must initiate the next step.
15.4.	The system must provide capabilities to notify staff and the requestor of the initiation/completion of steps.
15.5.	The system must provide staff with a queue of work for processing complaints.
15.6.	The system must provide supervisor visibility to the overall queue for all complaints.
15.7.	The system must provide the ability to add additional workflow steps as needed for individual complaints as circumstance dictate.
16.	The system must provide a flexible method to create new forms and revise existing complaint forms, due to evolving needs.
16.1.	The system must provide a series of data controls that capture the domain of data applicable to pollution complaints. (e.g. Text boxes, drop down list boxes).
16.2.	System must allow the form designer to specify a list of acceptable values for applicable controls (e.g., Drop Down boxes).
16.3.	System must allow form designer to reorder controls on the form.
16.4.	System must provide capability to specify form elements as optional and required and have the system enforce this during form completion.
16.5.	System must provide capabilities for the form designer to create custom help content.
16.6.	System must provide the capability to publish a revised form and have the old version of the form be inactivated.
16.7.	System must provide the ability for the form designer to publish a form and have it be available for public use without intervention/help from IT Staff.

Business Req. No.	Detailed Business Requirement Description
17.	The system must provide user management for internal staff
17.1.	The system must allow Staff to be assigned roles within the system.
17.2.	The system must provide an administrator role allowing full access to all functions within the system including security and user management.
17.3.	The system must provide a “manager” role allowing access to a more limited function set than administrators. This includes actions such as form design and workflow design and management
17.4.	The system must provide a “district reviewer” role for the user that will review and process the pollution complaint

Michigan Department of Environmental Quality

Site Registry Enhancement Project (PEAS & FOIA)

Proposal and Cost Estimate

August 20, 2013

Version 1.2



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DRAFT Proposal Michigan Department of Environmental Quality | Site Registry Enhancement Project**Introduction**
Background

Site Registry is a data warehouse that provides an integrated, and spatially represented, view of enterprise core site/facility information across all programs. The current agency programs in Site Registry include:

- MI Toxic Release Inventory (TRI)
- Oil & Gas Database (OOGM MIR)
- Waste Data System (WDS)
- MI Air Emissions Inventory System (MAERS)
- NPDES Management System (NMS)
- Safe Drinking Water (SDWIS)

As such, it has always been a transparent and quick method to present regulated data to the public and is a critical tool for addressing external Freedom of Information Act (FOIA) requests. Data provided includes facility compliance and enforcement information and other data in compliance with the FOIA.

Unfortunately, this capability is limited to only that information associated with the DEQ program databases currently networked to the Site Registry (SR) application. DEQ program staff continues to receive FOIA requests – often for the “facilities” not yet in the Site Registry system. This has created a bifurcated approach toward satisfying FOIA requests:

- some data retrieved automatically via Site Registry, and
- some information provided manually from staff. This approach is confusing to, and frustrating for, the public and inefficient for DEQ staff. This needs to be corrected by allowing the SR application to be the public’s FOIA one-stop shop.

Similarly, the Pollution Emergency Alerting System (PEAS), in operation since 1975, was established to report and track environmental pollution emergencies such as releases of reportable quantities of hazardous substances. Many of these pollution emergencies:

- are directly associated with MDEQ regulated facilities (i.e., plant explosion or impoundment/containment breach),
- potentially impact a regulated facility (i.e., pipeline break), or
- become by definition a “facility” (as defined by the Site Registry application) to be overseen/regulated by MDEQ (i.e., environmental contamination site).

As such, pollution emergencies are the precursors for Site Registry’s “completed cleanups and past operations as well as data on current operations and activities” as described in Section 1.001 BACKGROUND of the current Site Registry contract between the State of Michigan and Windsor Solutions. Newly identified pollution emergencies (especially those associated with new and existing facilities) need to be incorporated into the Site Registry application. The Site Registry’s mapping capabilities would help with needed facility data reconciliation. This would also help to eliminate the multiple, stand-alone, non-networked PEAS applications scattered among the DEQ district offices and Lansing Headquarters.

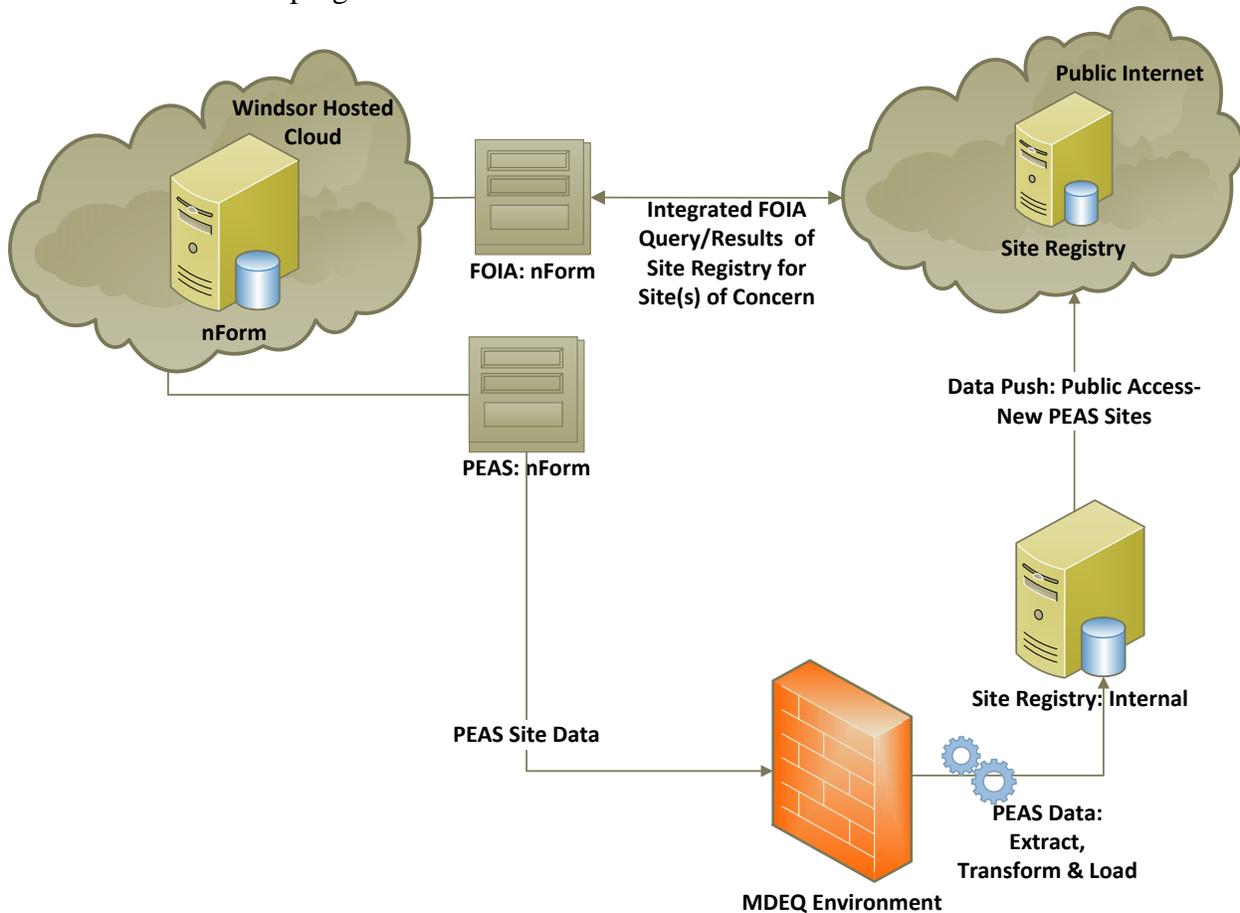
Vision and Understanding

Windsor understands the challenges faced by the MDEQ in managing the Department’s response to Freedom of Information (FOIA) requests as well as Spill/Pollution complaints (Pollution Emergency Alerting System (PEAS)). Both of these program areas have response time critical aspects that necessitate the Department respond to the request/complaint, within a critical timeframe. The necessary responses have a heavy workflow component necessitating the

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assignment and tracking of tasks and response with the need for where the response is in its lifecycle.

The following diagram illustrates the integration of Site Registry with nForm to meet the needs of the FOIA and Peas program areas.



FOIA

The Site Registry capabilities will be enhanced to integrate the FOIA process into the Site Registry application and provide both external and internal users with more complete access to and tracking of FOIA requests and information. This enhancement will extend the SR system functionality to facilitate FOIA requests. This will be accomplished through the implementation of a FOIA request management component or module that will natively interface with the SR to allow FOIA requesters to conduct real-time inquiries on the SR based on an address using SR's mapping query capability.

To address the need to pose and manage FOIA requests, Windsor proposes the implementation of nForm. nForm was developed by Windsor Solutions from the ground up and is a solution that provides:

- user designed electronic forms for applications or requests (FOIA's)
- workflow management,
- public portal and,
- management portal

The complete capabilities are discussed in more detail in the next section.

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A new nForm control will be created to integrate natively with the Site Registry application at time of FOIA requests that will allow the FOIA requestor to begin the FOIA process via the address provided on the FOIA form and search in the Site Registry at time of the initiation of the FOIA request. This will mitigate the costly effort necessary to support basic, FOIA requests that the Site Registry can often address, with no interaction required on MDEQ's part.

The completed form would trigger a return of all sites matching that search criteria, thus allowing the user to determine if their request is satisfied – without having to contact DEQ staff by other means (phone, email, letter) for the same information.

For those requests that require additional information, the Requestor will be able to continue with the FOIA request, and continue to submit the request through the nForm application. The FOIA request management “module” would allow DEQ and the public to track how and the timeliness in which these FOIA requests are handled. To address many of these more complex FOIA requests additional input and research is required of district program staff, necessitating routing of the request to various parties with associated deadlines. These workflow management capabilities are provided by nForm natively, and are highly customizable by staff.

PEAS

The PEAS program currently consists of a series ad hoc databases in a variety of formats and structures. Additionally there is no consistent way to aggregate this data and have an understanding of where the complaint/report is in the response process.

To address this the nForm system will be implemented to provide a standard set of data forms for the collection and management of release reports and complaints. Additionally the workflow component of nForm will be used to route the complaint/report to the proper program staff. As program staff respond and take action, the progress and outcome will be visible to the PEAS staff.

A web-based application will also allow for a more effective spill tracking capability whereby details of the incident can be more effectively provided to the most appropriate DEQ staff for their response.

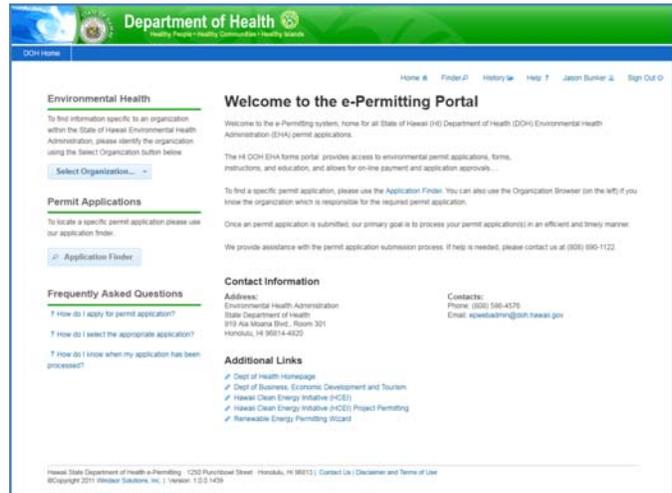
If at a later date the PEAS program opts to move reporting of complaints online they can quickly design a form and workflow and publish it for public use without any technical staff intervention. At a yet to be determined point in the process the PEAS data collected through nForm will be extracted, standardized, geocoded and loaded into the Site Registry system for internal and potentially external access. Once loaded and available to the public, PEAS information will be available for FOIA requests through the Site Registry and nForm integration.

Additionally the newly refined Site Registry “data cleansing” option can be used in the future to help resolve data redundancies determined in the reconciliation process for the added PEAS spill information. Furthermore, there is a “spills” Environmental Interest component in the Facility Registry System that allows us to submit the needed data from SR to the US EPA when the State electronically submits all the required FRS data to the EPA.

nForm Overview

Windsor is an innovative information technology company and has worked with many clients that have experienced challenges with certification, licensing, permitting and reporting processes. In particular, clients are challenged in similar ways to those expressed by the MDEQ. As a result, Windsor has designed and implemented a solution with the ability to support the very needs of MDEQ. User experience, control and oversight are three key elements of the systems design.

The nForm solution will allow both the PEAS and FOIA programs to quickly design and deploy web forms for collecting spill response information and FOIA requests and implement the associated routing and workflows. The flexible design of nForm will allow for its rapid integration with the Site Registry system to provide a complete solution for both collecting new information (PEAS) and serving information to the MDEQ’s customer base (FOIA).



User Experience

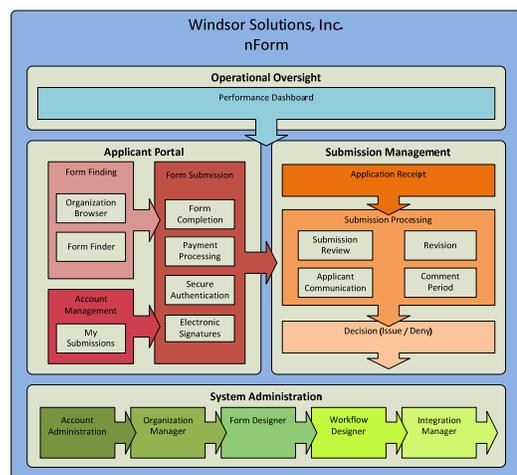
- **Advanced search** capabilities help application users find forms quickly.
- User accounts for users, plus step by step **“wizard driven” processing**, and **dynamic data saving** means an applicant can complete their submittal over several sessions, without losing their input.
- Each user’s account allows for communication between the user and the MDEQ staff and provides **transparency** into the process by providing the status of a submitted request.
- **Email Alerts** provide a convenient communication mechanism of obtaining updates without having to return to the Website.

Agency Control

- The agency can create new **form templates** for any application or form they like. The form designer allows for the drag and drop of controls into a draft form. Once the designer is happy with the form it can be published for use by the legal community.
- Each form can have its own **workflow process**. In fact any submission can start by following a predesigned workflow but can deviate if the staff deems this appropriate.

Management Oversight

- The **dashboard** allows MDEQ management to understand how the agency is performing with regard to its submission processing. This insight into the board’s ability to handle the form workload is valuable in making agency decisions.



The system is essentially broken into four modules.

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The **organization browser** is part of the publicly exposed Web site that allows requestors to navigate quickly to the information for a specific program within the agency. There, users can quickly identify commonly used forms for their specific purpose.

The applicant portal allows application users to search for and identify relevant forms using an intelligent, self-learning application finder. Users can search for forms and applications.

The system provides applicants with visibility to all their draft and submitted forms. From the **my submissions** area, an applicant can resume submission of a draft form, revise a previously submitted form, review communication for a submission that was entered by the agency staff, review, print, and download a submitted form, as well as check the current status of each form submission.

A **submission wizard** supports the applicant during the process of completing a form. This sophisticated, wizard-based data entry solution allows users to enter form information and to then save the submission in draft state. A validation engine will guide a user to specific sections of the form for correction but does not prevent work in other areas of the submission which can be done at any time without loss of data. The user can submit attachments including jpg, gif, pdf, png, xml, edi, doc, docx, xls, xlsx, rtf, txt. The MDEQ can specify which types they will allow. Payment processing and certification are completed as part of the final submission process.

Enforceable online certification (for example, **electronic signatures**) can be required for a submission at the discretion of the agency. The MDEQ has the ability to determine which forms require notarizations, wet signatures or which ones can be submitted with an electronic signature.

User account management allows users to register for a new account as well as manage their existing account, password and profile. Registration is straightforward, utilizing a login identification and password and may require the establishment of answers to key challenge questions depending upon the level of security necessary for the submissions.

A user must sign in to submit a form. Submissions have a two-step security model that includes an authentication and authorization process during user sign-in as well as verification prior to submittal. A user with insufficient authorization prior to submission will be warned that increased permissions are necessary for the form in question and they will be provided guidance on obtaining the appropriate level of authorization.

Once signed in a user can print copies of their records. They can check on the status of their submission and make revisions to add more information to a submission. A user can rescind their submission if they desire before processing is complete.

Staff Viewing and Processing

A **processing dashboard** is available to provide a series of statistics on the productivity and timeliness of form processing for a specific form, an organization or across the agency as a whole. Authorized users are able to view the performance of their organization or any subordinate (child) organizational unit and/or form type.

Following an applicant's form submission, agency staff may identify, review, and process the submission. Additionally, processing staff may communicate with applicants via the system. The **submission processing engine** will follow the base workflow template built for the specific form type; however, a user with the appropriate level of authority has the ability to modify the workflow process in order to accommodate unique circumstances.

The system supports a variety of user roles including the public, applicant and various agency staff. Agency staff can generate emails and can attach notes to forms in a collaborative manner

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allowing for efficient communication with the applicant. Standard notes can exist for a form type which can significantly improve communication efficiency and provide consistency.

If the MDEQ wishes to support paper submissions, then this is possible since the submission processing engine allows staff members to establish an electronic representation of a submission that was received by mail. Metadata relating to the submission along with a scanned document of the original submission allow the submission to follow the same workflow process as other forms of the same type.

Documents are stored and available for retrieval, when necessary, in a **document management** repository. The integration of a selected document management solution is part of the configuration of the nForm tool.

Any documents that are marked as confidential by the applicant are only accessible by those individuals with specific authority and responsibility to view confidential attachments for that form. Other individuals with regular view rights will be able to see non-confidential documents.

The **reporting module** provides the ability for users to view reports and perform analysis relating to the online payment processing.

System Administration

A user has the ability to customize the structure of the organization as represented within the nForm system. For each organization, the user is able to provide content for the Organizations Web page plus a name and description as well as contact information, Web links and frequently asked questions. This **organization manager** module provides the user with the flexibility to easily modify the content displayed to the public.

Forms can be dynamically designed and maintained via the **Form Designer**. Users have the ability to easily configure the properties of a form ranging from online and offline availability (e.g., paper forms) to creating and maintaining the specific fields (e.g., questions) that will be available to an applicant on an online form and the associated validation rules applied to each field.

The specific processing steps that a submission will follow can be designed and maintained via the **Form Workflow Designer**. As unique circumstances arise, the default workflow can be refined to meet the needs of a specific submission, so for instance a staff member can assign additional tasks or steps at their discretion during the submission review process. Once a workflow is established, any submitted forms for that form type will follow the defined workflow, by default.

The **Integration Manager** helps organizations support bi-directional data integration with the nForm system and other systems (e.g., program database, etc.). Since there is no single standard for these other systems, the integration manager allows data to be staged in a system agnostic format that can be used for importing data into nForm and/or exporting data to the desired target system. The information is then integrated and updated through the use of a periodically executed extraction, transformation and load (ETL) process for consumption by the target system and/or nForm. This integration manager enables bi-directional data sharing between nForm and other agency-based applications.

A user's specific security role(s) and authorizations can be managed on an organization-by-organization basis with **User Account Administration**. This includes the capability to approve a user for the provision of electronic signatures. As required, a user's account can be suspended or activated. A user's account information (e.g., contact information, security roles, etc.) can be viewed and referenced by agency users.

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Help and Documentation

The nForm system includes a comprehensive **Help** suite which is customized for internal and external audiences. The most relevant help content is displayed to a user based on how the user activates the help system. This help content is also tailored for the configuration applied to each installation. Additionally, comprehensive **User Guides** are available for user reference and training purposes.

Project Approach

This section describes the proposed approach for facilitating the project.

Project Initiation

A project plan will be developed that details the project tasks and schedule, including a work breakdown structure. The plan will describe the timing and expected level of effort required from both Windsor and MDEQ throughout the project and will be based upon the approach outlined in this document. This document will also detail the project controls that will be used to monitor and manage project progress and direction. Project controls include a communications strategy, risk and issue management processes, change management procedures, and a quality assurance approach.

The project plan will be distributed for to the MDEQ project manager for review and confirmation. The project plan will include topics such as project scope, approach and schedule. This document will also be used to ensure that all project participants understand the goals of the project, the expected outcomes, and their roles and responsibilities.

The finalized project plan and schedule will be presented and reviewed through an onsite kickoff meeting with the relevant MDEQ staff and stakeholders.

Deliverables:

- Project Plan Established
 - Project Kick-Off Meeting Facilitated
- Configure and Implement System (Test)**

Windsor will deploy a test environment to the Windsor Cloud for the purposes of training and working with the MDEQ in the definition of forms and workflows for the PEAS and FOIA program areas.

This test deployment will also be used to test the first round of enhancements to effect the integration between Site Registry and nForm.

- Test nForm Implemented in the Windsor Cloud Environment
- Train Staff, Develop Workflows and Forms and Gather Enhancement Requirements (Onsite)**

Windsor will work with MDEQ to define the desired configuration for the nForm system (e.g., MDEQ header/footer, configurable settings, etc.). Based on the agreed configuration, Windsor will configure and rebrand the nForm solution for MDEQ use. Rebranding will be limited to the configurable look and feel options available within the nForm standard deployment.

Windsor will hold training sessions with the FOAI and PEAS staff on the use and configuration of the portal, design of web forms and workflows and the overall administration of the system. This will serve as a basis for working with the Team members on designing forms and optimizing workflows. The implementation of nForm will likely necessitate that practices be adjusted, where business requirements continue to be met, just in a different manner than previously performed. Windsor will work with the team in identifying these changes to work practices.

The team will also explore the requirements associated with using Site Registry to mitigate the number of FOIA requests. This integration point will add functionality to nForm to interact with

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the Site Registry to encourage the FOIA requesters to first use the Site Registry to address their FOIA needs.

nForm will be hosted in Windsor's cloud environment, however the FOIA and PEAS staff will need to access the cloud hosted nForm data for reporting and data analysis purposes. Windsor will work with the team members to understand and document their data access and reporting requirements.

Windsor will also work with DTMB staff to understand the technical parameters around data access between environments. This effort will also explore the requirements around migrating data from nForm to the Site Registry system which is housed within the Michigan DTMB environment; for the purpose of mapping spills and releases to the environment.

Deliverables:

- Onsite Training/Configuration and Requirements meeting
- nForm Configured to PEAS and FOIA workflows and rebranded interface to meet MDEQ brand

Develop Requirements Deliverable and Project Checkpoint

A requirements analysis deliverable will be delivered to the team for their review and confirmation.

Upon completion of the requirements analysis a project checkpoint will occur with the team to evaluate the requested enhancements relative to the available project budget. In the event that insufficient budget is available to address the requested enhancements, a prioritization effort will occur, where staff can select those enhancements that meet the enhancement budget and address their critical needs. The other enhancements will be added to the project backlog till additional project resources are allocated to address remaining the enhancements.

Deliverables:

- nForm Enhancement Requirements Document with estimates
- Windsor Cloud Environment / DTMB Environment Integration Design Document
Develop Enhancements – nForm and Site Registry Integration

Windsor will utilize a formal development process, to extend the system to meet MDEQ's specific needs.

Windsor will first establish and prioritize the Product Backlog (e.g., list of development tasks) which will be decomposed by the team into the required work products during the development process.

Once the Product Backlog is established, development will commence as a series of two week development sprints. During each sprint, the top priority (or dependent) items will be developed and unit tested by Windsor.

Unit tested enhancements will be deployed to the cloud test environment. MDEQ staff will confirm that the enhancements address the agreed requirements, and function properly.

The integration between Site Registry and nForm will also be developed at this time. The functionality to allow the PEAS data to flow from nForm into Site Registry will be developed and tested. Additionally the functionality to integrate Site Registry with the FOIA request and processing will occur at this time as well.

Deliverables:

- Site Registry / nForm integration Enhancements

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- MDEQ nForm Enhancements
- Tested nForm Enhancements

Acceptance Test of Enhancements and Site Registry Integration Components

Once the system is implemented and training has been provided, MDEQ staff will perform an Acceptance Test of the implemented components to confirm the operation of the implemented system components. Windsor will support the acceptance testing activity and will resolve reported issues and respond to submitted questions and comments. Feedback submitted during user Acceptance Testing will be addressed as quickly as possible and returned to testers for resolution confirmation.

Following Acceptance Testing, MDEQ will provide acceptance of the system, if all known issues are addressed and the system meets the defined project requirements.

Deliverables:

- Acceptance Test Issues Resolved

Migrate System to Production Configure

Windsor will migrate the nForm system from the test environment to the production environment on the Windsor Cloud. During the earlier training, workflows and forms will have been designed by FOIA and PEAS staff with Windsor's help and input, with additional refinement during testing. Windsor will work with the staff to identify those nForm system artifacts that are production ready. Scripts will be run to migrate these production ready artifacts to the production deployment of nForm on the Windsor Cloud.

Windsor will also work with the DTMB technical staff to ensure that the necessary integration components are configured to allow the exchange of data between the Windsor Cloud and DTMB environments.

Update Documentation

Windsor will update the existing nForm User Guide and Help Documentation to reflect MDEQ's branding and the refined nForm features. Windsor will also establish an administration guide document for MDEQ staff to support any nForm administration tasks.

Deliverables

- nForm Documentation Provided

Warranty

Windsor will actively support the MDEQ for a 1 year period following the acceptance of the system. The support will cover MDEQ against any operational defect (i.e., system bugs) but will not cover MDEQ for enhancements or for problems that arise due to poor data quality or as a result of infrastructure changes beyond Windsor's control.

During the warranty period, Windsor will work expeditiously to address incidents. The urgency with which an incident will be addressed will depend upon the severity of that incident in combination with the volume of and longevity of existing incidents. Windsor follows a release strategy utilizing agile methods to address enhancements to the system.

As incidents occur the user may categorize them as follows.

- Fatal – Prevents use of system due to catastrophic error
- High – Severe impact to system with no work-around available
- Medium – Moderate problem, causing important function or feature to not work as expected. There is a workaround to the problem
- Low – Minimal problem, with little impact to function or feature of the data exchanges (e.g., minor cosmetic or consistency issue)

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Once Windsor receives an incident it will be reviewed, assessed and handled accordingly. Fatal incidents will be responded to as soon as reasonably possible by Windsor's support staff. High and medium incidents will typically be responded to within one business day of receipt. Low incidents will be acknowledged through periodic updates.

Typical Support Process

Windsor will provide a mechanism to report incidents using the nForm web-based customer support system. Below is an outline of the support process:

Step 1: Submit / Log Incident Request

Client logs incident with Windsor support team.

Step 2: Route Incident Request

The incident is routed to the appropriate support team staff. If client-specific support team staff is currently unavailable, an alternate support staff member will work to address the request. The support staff will work with the client to resolve the request in an expedited manner.

Step 3: Address Incident Request

If the resolution is not immediately known, the support staff will search the help system for similar requests. If a resolution is found, this will be recorded and provided to the client. If the resolution is not immediately available either directly from the support staff or through searching the help, the support staff will outline, agree and record the plan of action to resolve the incident.

A plan of action will typically require a technician working with the client to resolve the particular issue. Research may be required, and code fixes may need to be established. A request may be assigned to a future release; however, a fatal error will be addressed immediately. The technician will contact the client using details provided in the initial call to ensure they understand the exact issue / problem and to ensure they understand the time sensitivity of the request. The technician will be in regular contact with the client until a satisfactory resolution can be found.

Once the resolution is provided to the client, the client is asked to confirm that their request for help has resulted in a satisfactory resolution to their problem / issue. If confirmed by the client, the incident log will be marked as resolved.

Deliverables:

- Warranty Issues Resolved

Navision Integration

After the production release of the Site Registry/nForm integration a separate requirements and design effort will occur to assess the requirements necessary to integrate nForm with the MDEQ's Navision system. The FOIA program often assess fees for cost recovery for the effort necessary to address FOIA requests.

As part of their fully integrated Site Registry/nForm workflow, the FOIA program would like to explore the requirements necessary to assess cost recovery fees as part of the integrated workflow; as opposed to accessing Navision and assessing fees separately.

After the FOIA program has used the integrated Site Registry/nForm workflow for a period in a production setting, a requirements assessment and design effort will be undertaken to determine whether it is feasible to fully integrate with the Navision financial system.

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Requirements meetings will be held with the Navision technical and program staff to determine the parameters and approaches necessary to integrate with the Navision system. With this information, the established the boundaries under which an integrated workflow would have to occur will be understood. The FOIA team's requirements will be collected and assessed in light of the Navision integration parameters.

If integration is feasible in light of the FOIA team's requirements, a high level design and integration estimate will also be produced for the team's review and approval.

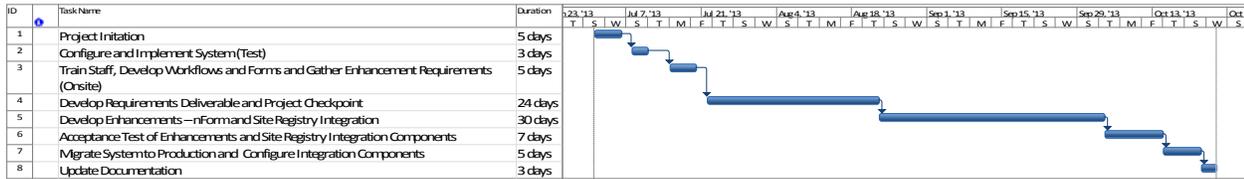
A provisional budget has been allocated for this effort. Final cost estimates will be provided upon conclusion of the integration assessment effort. Once agreement on the scope of integration work has been determined a project plan will be developed to address the development and testing effort and associated deliverables

Deliverables:

- Site Registry/nForm Navision Integration Requirements document
- Site Registry/nForm Navision Integration Design and Estimates document (optional pending feasibility assessment)
- Site Registry/nForm Navision Integration Development Project Plan

Work Schedule

The included schedule is based upon a level of understanding of MDEQ’s needs. It is anticipated that the schedule will be modified as part of the project initiation phase based on the enhancements needed and availability of staff members.



Optional Extensions

This section describes the optional extensions (services, integration and new features) which may be selected for inclusion in the project.

Services

The optional services available are described below

Cloud Implementation and 1st Year Hosting Agreement

nForm can optionally be implemented in either MDEQ's environment or and run from Windsor's cloud hosted cloud environment. The MDEQ has opted to host nForm in the Windsor's cloud.

Assumptions

- RDBMS utilized in Cloud may not be a MS SQL Server database. This will be transparent to system users.
- No travel will be required to support the system deployment.
- Test and Production environments will be run from the same servers.
- 1st year hosting agreement is completed one year after the system is accepted.

Yearly Hosting Agreement

This optional service includes the resources required to host the application, in the cloud, on an ongoing basis after the 1st year.

Additional Training

Windsor provides training to clients based upon their specific needs. This is generally provided by the analysts that have the greatest familiarity with the forms being designed, developed or deployed for the client. Training covers a predetermined curriculum that is defined by the structure of each form and essentially follows the test case and user guides outline.

For the nForm solution Windsor has three cumulative training sessions, including:

- **Express Course** – providing training on how to utilize the system as a member of the public or regulated community. Includes finding and submitting an form, navigation, help, payment processing, collaboration, revisions and printing of granted permits / licenses.
- **Standard Course** – providing the “Express – Curriculum” plus the ability to manage the internal aspects of site organization, form design and workflow management. How to process a submission, generate notes and provide appropriate transparency back to the applicant.
- **Advanced Course** – adding to the “Standard – Curriculum” is the Administrative level training which provides the level of training necessary for more technical staff to manage the system and user base. Understand roles and responsibilities, electronic signatures, workload balancing, user management, how to implement interfaces to internal systems, etc.

All Windsor requires for a training course is a minimum of four attendees per course. The client can choose to utilize this as a train the trainer type approach and therefore only train key staff, or Windsor can provide all of the training.

Pricing

Windsor's proposed pricing provides an à la carte pricing structure to allow MDEQ to select the services, integration options and new features that are most important to serve their specific needs. The

MDEQ has opted to deploy to the Windsor Cloud. The following pricing is presented with this approach factored in.

Note: a brief description for each optional item can be found in the Optional Extensions section.

<i>Implementation & Windsor Cloud Hosted</i>	
<u>Project Costs</u>	
Deployment and Implementation (Onsite Training + 3-4 Forms)	\$50,000
Program Enhancements*	\$30,000
Site Profiler Integration *	\$12,000
Navision Integration Requirements and Design Development and Implementation	\$50,000
Total Project Costs	\$142,000
<u>Annual Costs</u>	
1st-Year Licensing (20 Hours included)	\$15,000
2nd & Subsequent Years' Licensing with updates (20 Hours per year included)	\$15,000
Support Package (Option A: 50 Hours)¹	\$8,000
Support Package (Option B:100 Hours)²	\$15,000
1st Year Cloud Hosting	\$10,000
2nd-year Cloud Hosting	\$10,000
Total Yearly Costs	\$73,000
Total Costs : 2 Year Cloud Hosting Costs + Navision Integration	\$215,000

* Estimated costs pending requirements gathering and prioritization.

¹ Suggested first year program support. Anticipated higher support requirements for first year. MDEQ may opt for lower support level if desired.

² Program Enhancements: Reporting, Data Access, Any program specific functionality.

³ Site Registry Integration: Flow of data from nForm to Site Registry for PEAS, Integration of nForm and Site Registry for mitigating FOIA requests and any additional Site Registry

⁴ Cloud hosting includes all environment costs, including data backups and disaster recovery.

⁵ Estimated costs pending requirements gathering and prioritization.

⁶ Suggested subsequent years support effort.

Annual Agreement Costs

The FOIA and PEAS nForm program needs are relatively modest. As a result, the costing presented above is for the “Forms” Annual Agreement level.

If additional programs opt to use nForm, then separate Annual Agreements will need to be initiated.

The three Agreement levels are presented below:

Forms

Cost: \$15,000 per annum

Includes:

- Up to 6 production forms
- One year Annual Agreement renewal
- Up to 10 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Program

Cost: \$25,000 per annum

Includes:

- Unlimited production forms may be offered within one regulatory program.
- One year Annual Agreement renewal
- Up to 20 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Agency

Cost: \$60,000 per annum

Includes:

- Unlimited production forms may be offered within one agency.
- One year Annual Agreement renewal
- Up to 50 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Support Packages

Additional technical support packs may be purchased as follows:

Support Package A - up to 50 hours (\$8,000)

Support Package B - up to 100 hours (\$15,000)

Support Package C - up to 150 hours (\$21,000)

Support Package D - up to 200 hours (\$25,000)

Key Assumptions

As part of preparing this proposal and establishing projected efforts Windsor has made the following key assumptions.

- One round of acceptance testing will provide ample testing and verification.
- The nForm system will be deployed to two environments: Test, Production.
- No data migration of existing data will be required.
- Configuration of the nForm system will include replacement of system header and footer with MDEQ's branding, replacement of agency name/abbreviations with MDEQ specific values and application of MDEQ's desired features (for those which can be enabled/disabled via configuration).
- CROMERR certification is agency specific and includes certification of the business processes supporting the electronic signature verification processes. MDEQ will be responsible for establishing, submitting and receiving any desired CROMERR certification application(s) to EPA.
- Windsor will not be required to be involved in any public meetings in support of the transition to the nForm solution.

- MDEQ will be responsible for the configuration of all MDEQ specific content displayed on the site (e.g., Organization pages, etc.).
- MDEQ will promptly provide information to Windsor as needed to support the configuration and implementation of the nForm solution.
- The project schedule will be refined to reflect the impacts to the project of the selected optional extensions.
- Windsor's project manager will follow Windsor's standard project management processes which have been utilized in previous projects with MDEQ.
- The existing security roles provided in the nForm system will meet MDEQ's security needs.
- All other requirements are assumed to already be supported by nForm's existing functionality.

Michigan Department of Environmental Quality

nForm Cloud Hosting

Service Level Agreement

Version 1.0

July 17, 2013



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Version Control

Version	Author	Date	Release Notes
1.0	Windsor	July 17, 2013	Initial Release for MDEQ Review

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1. Overview

This Service Level Agreement (“SLA” between Windsor Solutions, Inc. (Windsor) and the Michigan Department of Environmental Quality (Client) details the provisioning of the information technology services required to remotely host, support, and maintain an implementation of Windsor’s nForm product (Software) for use by the Department to support the Freedom of Information Act (FOIA) and Pollution Emergency Alerting System (PEAS) electronic filing systems as embedded components of the client’s Site Registry application..

This SLA covers the period from **Date** to **Date** and will be reviewed and revised at the end of this period.

2. Application and Database Cloud Hosting Services

Windsor at its sole discretion and option will select and maintain a third-party software hosting environment for the purposes of making the Software and the associated database available to the Client. Windsor will make a good faith effort to ensure that the Software is available for use at a minimum of 99.9% of the time subject to the service availability of the third-party hosting environment. The availability percentage will not include downtime for regularly scheduled backups, deployment of new releases to the Software, or other standard maintenance activities. The Client will be made aware of any scheduled updates and maintenance to reduce any potential interruption of services.

Should the third-party software hosting environment fail to meet the availability percentage defined herein, Windsor will seek financial credits from the third-party in accordance with the third-party’s published Service Level Agreement and will provide these credits to the Client.

3. Maintenance and Monitoring

New releases or enhancements to the Software will be coordinated with the Client to ensure that the Client is aware of any new features as well as to mitigate against any impacts to the Client.

A good faith effort will be made to ensure that scheduled outages will occur when it is necessary to install operating system or application software updates on the cloud servers.

- Whenever possible, only one scheduled outage will occur per month. However, additional scheduled outages may be required to address new operating system security issues.
- Scheduled outages will occur during non-business hours for the Client, typically after 8:00pm Pacific time.

Windsor will report on SLA performance to the Client on a monthly basis. This report will include:

- % of time available during the Client ’s business hours (8:00am to 5:00pm EDT/EST)
- % of time available during all hours
- % of time available during all hours, excluding scheduled outages
- Count of support tickets by severity level
- Average hours to initially respond to issues by severity level
- Average hours to resolve issues by severity level.

4. Backup and Disaster Recovery

Windsor will perform full database backups nightly outside the Client’s normal business hours. Additionally full system images will be taken on a monthly basis.

Copies of the database backups will be provided within 10 business days of the Client’s request.

If a catastrophic system event occurs, Windsor will make a good faith effort to address the issue within the timeframes outlined in the Customer Support section of this Service Level Agreement.

Windsor shall not be responsible for files that cannot be recovered due to corrupt data, fires or any other disaster or event not in control of Windsor.

5. Environment Access and Third Party Software

The Client will not have direct (e.g. VPN) access to the cloud hosted servers or databases. Windsor will provide indirect access to the data collected by the Software as outlined in the separate Software Hosting Agreement.

The Client is strictly prohibited from installing any third party software on Windsor's servers without the express written authorization of Windsor

6. Confidentiality

Windsor will not release any confidential information regarding the Client's business or regarding any Software User's business ("Confidential Information") that is learned or acquired by Windsor in the course of providing the Services required by this Agreement.

This confidentiality obligation shall not apply to any information which is already known to the public or in the event that Contractor receives a validly issued administrative or judicial order, warrant or other process that requires the Contractor to disclose all or part of the Confidential Information or is otherwise required to disclose any Confidential Information in order to comply with any law.

7. Customer Support

Windsor will provide support to the Client on technical issues and Client functional / operations issues for the Software.

Windsor has implemented the open source OTRS (<http://www.otrs.com>) Help Desk system to provide a public customer support portal for our products. OTRS is a web-based ticket system that provides users with issue submission and tracking facilities as well as a knowledge base with product documentation and frequently asked questions. OTRS also provides facilities for email ticket submission as required. Tickets can be filed online 24 hours a day, 7 days a week.

Users may navigate to the support website and login to view existing tickets or to submit new support requests. Each user account has a ticket history allowing them to search and view historical tickets and re-open them if necessary. If desired the system can be configured to allow all users within an organization to view tickets submitted by colleagues. Each support ticket consists of a basic subject, text description, and optional attachments.

Users can monitor ticket status and progress in real-time from the customer portal page as well as with event-driven notifications based on ticket status changes.

8. Support Issue Severity

As each support requests is received a level of severity is assigned:

Severity Level	Explanation
Critical	Application does not function, often due to hardware or security issues. This level typically affects many or all users of an application.
High	Does not meet the software requirements very well and a procedural workaround is needed in order to perform work using the software
Medium	Meets the software requirements but some user training may be needed to avoid usability problems

Low	Meets the software requirements but some user training may be needed to avoid usability problems
Enhancement	Request for a feature or function not currently implemented in the software application

The following table shows response times for issues based on the severity level. Business hours are 8:00am EST/EDT to 8:00pm EST/EDT.

Severity Level of Issue	Target Initial Response Time	Target Resolution Time
Critical	4 hour	De-escalate to a High level issue in 12 hours, Resolve as soon as possible
High	8 business hours	16 business hours
Medium	16 business hours	32 business hours
Low	24 business hours	As situation demands
Enhancement	32 business hours	As situation demands

Target Resolution Time is calculated as the time between when an issue is initially acknowledged and when it is resolved. An issue is considered resolved when the application returns to normal operations either by implementing a permanent fix or a workaround.

Windsor uses network monitoring software for servers in the cloud. Windsor is automatically notified if a cloud server becomes unavailable due to a processing or communications problem. If this happens, Windsor will notify the Client that the application is unavailable.

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

June 22, 2011

NOTICE
OF
CONTRACT NO. 071B1300277
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Windsor Solutions Inc. 4386 SW Macadam Ave, Ste 101 Portland, OR 97239 Email:	TELEPHONE (503) 675-7833 Guy Outred CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: SITE REGISTRY – MAINTENANCE/ENHANCEMENTS	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: June 8, 2011 To: June 7, 2014	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: \$425,000.00

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

CONTRACT NO. 071B1300277
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THE STATE OF MICHIGAN
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F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07111300117, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$425,000.00	

FOR THE CONTRACTOR: Windsor Solutions Inc. _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Reid Sisson, Buyer _____ Name/Title IT Division _____ Division _____ Date
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Article 1 – Statement of Work (SOW)

1.000 Project Identification/Scope

The purpose of this request is to provide software maintenance, software support and enhancements for the Covered Software defined in Section 1.100. The resulting contract is for a firm fixed price and the terms are defined in Section 2.001 and 2.002.

The State of Michigan (State), through the Michigan Department of Technology, Management & Budget (DTMB), and Department of Environmental Quality (DEQ), has issued this Contract for **Site Registry Maintenance & Enhancements**.

Contractor shall be an authorized redistributor of the State of Michigan source code pool for the Site Registry application.

This will include ongoing maintenance of the existing **Site Registry** software along with enhancements to the existing web based facility data integration application and data pool. Also there will be the creation of a data flow from DEQ to the Environmental Protection Agency (EPA) using the existing Exchange Network.

The State seeks to have services begin upon execution of the contract, with full implementation of the system enhancements and annual maintenance to be completed by May 30, 2014.

1.001 BACKGROUND

"The Michigan Department of Natural Resources and Environment is committed to the conservation, protection, management, use and enjoyment of the State's natural resources for current and future generations." DEQ Mission Statement

The Site Registry is a geographically-based web site that presents information about locations of interest to the DEQ. This web site contains information on completed cleanups and past operations as well as data on current operations and activities.

<http://www.deq.state.mi.us/SiteRegistry/default.aspx>

The **Site Registry** system is composed of four components:

- 1) **Internet** query application. This allows the public to query the database.
- 2) **Intranet** query application. This application is used by DEQ staff and other State Of Michigan staff to query the database.
- 3) Intranet Reconciliation Application. This is used by DEQ staff to perform data cleanup operations, such as eliminating redundant data entries.
- 4) Extraction, Transformation and Load (**ELT**) process middleware. This application pulls data from source database systems, transforms and cleans the data and loads it into the Site Registry database.

The **Site Registry** system was developed through a multi-state cooperative development effort between the states of Michigan, Kansas and North Dakota; with Michigan being the initiating state. It is a browser-based, enterprise-wide data warehouse that currently supports the integration of data from seven agency program systems subject to environmental regulation. The database currently contains facility site information from the following applications:

Air Inventory
Toxic Release Inventory
Land & Water Management System
Complaints
Mineral Wells (Part 625)
Oil & Gas (Part 615)
Conditionally Exempt Generator
of Hazardous Waste
Hazardous Waste Transporter

Large Quantity Generator of Hazardous Waste
Liquid Industrial Waste
Scrap Tires
Small Quantity Generator of Hazardous Waste
Solid Waste Refuse
Treatment, Storage or Disposal Facility
Used Oil Program
Groundwater
NPDES



The web-based data inquiry systems support the following functions:

- Ad hoc reporting,
- The ability to “link-in” to program specific web applications to view more specific program data, such as permit details, fees, manifests, etc.
- GIS interface for locating facilities and outfalls, wells, stacks defined by the individual program.
- An extract, transformation, and load (ETL) sub-system,
- Web-based application for identifying and reconciling duplicated data across the agency via a reconciliation process, using innovative tools such as:
 - Soundexing (“sounds like”) of Site/Company names
 - Proximity based identification of candidate duplicate sites

The **Site Registry** application provides a needed foundation for Facility Registry System (FRS) data electronically submitted to EPA and is certainly an improvement upon the native data currently residing in each of the separate program databases. While FRS data in **Site Registry** could be submitted to EPA “as is,” the data would include many redundancies, location and other errors and not be too useful to either EPA, or the general public

These enhancements will allow for the creation of a more robust pool of facility data for electronic export to EPA. Accordingly, this contract will address deficiencies in the application to help with needed data reconciliation and the creation of a two-way FRS data flow between DEQ and EPA.

1.100 Scope of Work and Deliverables

Ongoing System Maintenance and Support

Windsor will support and maintain the following applications (collectively referred to as SR):

- Site Registry Public facing Internet site.
- Site Registry State of Michigan Intranet site.
- Site Registry Reconciliation Application
- Extract, Transform, Load (ETL) Administration Utility
- Any modification or extensions to these capabilities that result from the software enhancements

Windsor will employ the Service Level Agreement as defined in the Tier III support documented in Figure 1 below. As the Figure shows, Windsor does offer two higher levels of service, but with increased charges, and a higher level of service than the RFP requests.

A. Software Maintenance and Support Services

Windsor will maintain SR for the following types of situations:

- Emergency Maintenance – to resolve any critical faults with the system
- Corrective Maintenance – to resolve any non-critical issues (i.e., where a workaround can be employed) that cannot be rolled into the next system release or enhancements rollout.
- Perfective Maintenance - to improve performance, dependability, maintainability, reliability, efficiency, or cost-effectiveness that cannot be rolled into any specified enhancements. A performance review will be performed after each version release to ensure general ongoing SR health.
- Adaptive Maintenance - to keep up with environmental changes within the State Of Michigan infrastructure that cannot be rolled into any specific enhancements. This assumes that any major incompatible infrastructure changes (e.g., new server operating system with limited backward compatibility, change of development tool standards) will be accomplished within an enhancement request.
- Preventive Maintenance - for correction of flaws which will reduce the risk of failure of the currently operational system that cannot be rolled into any specific enhancements.

Windsor will provide ad-hoc technical support for SR. This support will also be performed based on the Service Level Agreement as defined by the Tier II support documented in Figure 1, using a toll-free support phone



number and on-line support request system. All call service responses will be performed from Windsor’s offices in Oregon and/or Massachusetts.

Application Maintenance and Support Options

This document presents the alternative maintenance and support packages Windsor provides to support the ongoing operation and maintenance of the applications Windsor develops. Windsor strives to ensure that clients are able to support Windsor delivered applications with their own staff, however some clients wish to have the added insurance of a guaranteed level of service with expertise engineers available as needed. The maintenance and support activities will be managed through a Service Level Agreement (SLA) which will provide support for:

- A. Critical application issues (bugs). For critical application issues Windsor will provide a system patch within 5 business days of issue acknowledgement and replication.
- B. Non-critical application issues (bugs). For non-critical issues a temporary workaround will be identified and the bug will be resolved in a quarterly release of the application (i.e., within max. 3 months).
- C. For other support requests (e.g., questions regarding system operation), Windsor will provide support via documentation, verbal support, and/or remote web-based ‘over the shoulder’ user support.

Tier I Application Support

- 24x7 on-line support center
- 24x7 voice/pager support
- 1 hour callback response
- Max. 10 incidents per year
- 1 on-site response incident

Tier II Application Support

- 24x7 on-line support center
- 8am-5pm PST support phone line
- 4 hour callback response
- Max. 10 incidents per year

Tier III Application Support

- 24x7 on-line support center
- 24 hour acknowledgement
- Max. 10 incidents per year

Notes:

1. Critical issues are defined as those that interrupt regular system operation and where no workaround is available.
2. Client is responsible for providing detailed descriptions of the issue encountered, including screenshots, steps to reproduce the issue and explanation of the symptoms.
3. Windsor provides a secure, on-line support center system for incident submission and response.
4. The Windsor support center system can also be used as a knowledgebase to provide insight into past incidents.
5. For issues that may be caused by local client environment or data quality issues, VPN access will be needed.
6. Windsor may not be able to resolve incidents that are caused by issues unrelated to the application code (e.g., bad data, faulty third party applications, hardware/configuration faults). Such situations will still reduce the SLA incident count due to the research required investigating the incident.
7. Some system issues may be caused by circumstances that would require a mass refactoring of the application to resolve. In these cases, Windsor reserves the right to defer resolution. Such situations will not affect the SLA incident count. Such exceptional issues might occur due to networking/infrastructure upgrades with application incompatibilities (e.g., an operating system upgrade), or other unforeseen situational changes.
8. For on-site response options, a Windsor engineer will be dispatched within five business days once requested by client, and will remain onsite for up to two days.
9. Multiple support packages can be cumulated to provide additional levels of support during any support period.

Figure 1: Support Service Level Agreement

Software Updates: During the maintenance period, Windsor will deliver to DEQ the source code for any newer versions of Site Registry that are funded by other agencies, and which are compatible with Site Registry.



B. Enhancements

The Services/Deliverables to be rendered by the Contractor using the future enhancements/rate card on this Contract and will be defined and described in detail in separate Statements of Work as outlined in Article 2. The Contractor will identify the hourly rate for each staff person who will be assigned to this contract.

This project consists of the following scope, but is not limited to:

DEQ has identified a set of enhancements for Site Registry, but the precise details and approach for implementing these will be determined collaboratively after the project begins. The proposal therefore does not specify how each enhancement will be achieved, but provides some comments on some considerations that Windsor recommends as these items are fleshed out.

Improved SRS GIS GUI

Redesign the Site Registry graphical user interface (GUI) to use a spatial/mapping focused option to locate, search and display DEQ regulated facility sites statewide. This GUI must be upgraded to using Bing Maps API for geocoding services and map integration for the facility data. All upgrades must also include similar functionality for Site Registry's Compliance Monitoring and Enforcement module. This will also include an application update and installation of an administration GUI application. The latter update should be similar to one the State of Hawaii uses with their Facility Registry System application.

Windsor has experience in utilizing differing GIS tools and interfaces at many different agencies that use SR/FP, and has attempted to modularize this interface to reflect the varying choice of technology. Windsor will alter the GIS integration in SR so that it employs Bing Maps (supported by the State's existing agreement with Bing), and reuse of the Hawaii capabilities as is compatible. Having had recent experience at DEQ implementing applications that integrate with the Bing API, Windsor will be able to rely on those experiences to support the upgrade of SR.

Deliverable(s)

- Bing Maps integration for all site mapping

Improves Facility Geocoding Services & Data Cleaning from Source Programs

Currently the Site Registry application at DEQ is supported by the original version of the ETL Administration Utility. To improve the data cleaning and application administration, MDEQ needs to upgrade to the new ETL 2.0. This new utility provides greater control of step execution, more robust logging and notification capabilities and most importantly, an interface which will allow easier maintenance of the entire ETL process.

Windsor will implement ETL 2.0. This application requires a refactoring of much of the transformation and loading logic of the SR ETL process, and Windsor will also apply these changes. One major benefit of this refactoring is that the nightly ETL process runs in a more streamlined way, and performance increases drastically.

Improve data cleaning of the program source data systems prior to loading into the Site Registry application database.

Windsor will implement the Bing Maps Geocoding Services, and switch out the existing (unused) geocoding component.

To facilitate an improvement in the current data reconciliation capabilities, an additional Site Registry application deliverable will include an update and installation of an improved administration GUI application. This upgrade will allow the Site Registry administrator to more easily determine how to resolve data redundancies determined in the reconciliation process. The latter update should be similar to one the State of Hawaii uses with their Facility Registry System application.

Windsor will implement the new capabilities as demonstrated by the Hawaii FP.



Deliverable(s)

- New ETL 2.0 installed and operational for administrative purposes, name cleansing/standardization, address cleansing, etc.
- Bing Geocoding Services for map display and location verification
- Upgraded Administration GUI for data reconciliation

Introduce Additional Program Data Flows to Enhance the Facility Database:

Assess potential facility site information from additional DEQ program applications for inclusion into Site Registry and introduce at least one but possibly additional program database to enhance the SR facility database. The data from the Safe Drinking Water Information system, including the Site and Compliance Enforcement information, is one data set considered a high priority by DEQ program staff.

Windsor has implemented an extraction process of SDWIS site data in a number of other states, and so is fully acquainted with this process, as well as the optional ways it can be implemented (e.g., whether to extract each public water system and/or each system's facilities as individual sites). Windsor is also currently developing an extract of the SDWIS compliance data for Colorado DPHE, and so will also be able to provide this expertise and code to accelerate the implementation at DEQ.

During previous Site Registry analysis projects, additional data systems were reviewed for inclusion into the Site Registry database (and possible e-submission to EPA via the EN), including: Emission Inventory System, Leaking Underground Storage Tanks, Tier II and Superfund Sites. While MDEQ would begin with Safe Drinking Water data, we intend to re-evaluate efforts to migrate additional data sources. Since MDEQ is in the process of developing the EIS and RCRAInfo data flows, at least one or more of those flows would contribute toward a more robust facility flow to EPA. The cost to migrate additional data sources may vary depending on the complexity of the originating data model as well as closeness of fit to the Site Registry data structure.

Windsor will perform an initial source system extraction review of these two systems, and provide DEQ with an assessment of compatibility, cost to implement and projected system (and thus SR interface) stability. Having experience with the development of some of these systems, Windsor will be able to provide a rapid and in depth assessment.

Deliverable(s)

- SDWIS facility data (both Site and C&E data) incorporated into Site Registry
- Assessment document re-evaluating potential new flows for inclusion in Site Registry and FacID flow

Implement the FRS Data Flow between MDEQ and EPA via the Exchange Network:

Implement a two-way FRS data flow (from as many program databases as feasible) between DEQ and EPA via the Exchange Network including the creation of a Trading Partner Agreement with EPA if needed.

Windsor has multiple past experiences with implementing a flow of facility data to and from EPA and the SR system. Furthermore, Windsor has recently developed these flows using the Facility ID 3.0 XML Schema and so is highly prepared to implement this same logic at DEQ..

The inbound plugin (getting data from EPA) will allow SR to include some data sets that only EPA manages – e.g., the Risk Management Plan sites. DEQ includes most of the most obvious sites of interest, so Windsor will help DEQ consider which sites from EPA are of interest, and whether that value justifies the effort required to implement the inbound flow.

Trading Partner Agreements are no longer needed for this flow.

Deliverable(s)

- FacID Data Flow Design Specification
- FacID Flow Data Extract Procedures (preexisting, but customized)
- FacID Node2.0-compatible inbound plugin
- FacID Node2.0-compatible outbound plugin

Provide Application Training, Demos and Documentation:

Provide application training sessions for data administrators, program reconciliation users and data flow administrators, demos and documentation to program and information technology support staff. This will



include on-line user manuals and a minimum two-hour training session provided to DEQ staff on the Site Registry application. User training materials, updated Site Registry documentation as well as all applicable SUITE documentation will be applicable as needed.

Windsor is very experienced in providing developing quality system documentation, performing educational training and technology transfer. Such training can be performed in a classroom setting, or via a web conference, in which case the training can be easily recorded and hosted on DEQ's Intranet for future replay.

Deliverable(s)

- Technology Transfer and Documentation
- Application training sessions held with data administrators, program reconciliation users and the FacID data flow administrator
- Two-hour training session provided to Department staff on Site Registry application
- User training material, updated Site Registry Documentation Suite and Lessons Learned report.



Project Schedule

Windsor accepts the detailed breakdown of the milestone deliverable dates as stated below.

Within 2 months

- ✓ Extraction, Transformation and Load (ETL) application version 2.0 implemented
- ✓ Bing Maps Geocoding Services for map display and location verification becomes functional
- ✓ SDWIS Site and Compliance & Enforcement data added to Site Registry

Within 3 months

- ✓ Improved administration GUI application implemented
- ✓ EIS and/or RCRAInfo Site and Compliance & Enforcement data incorporated into SR
- ✓ Additional Source System Assessment Report delivered, documenting potential facility data contributions from other program databases
- ✓ FacID Data Flow Design Specification completed

Within 4 months

- ✓ FacID Flow Data Extract Procedures documented
- ✓ FacID Node2.0-compatible plugin installed, configured and implemented
- ✓ Production FacID Node2.0 flow to and from EPA

Within 7 months

- ✓ Technology Transfer Support and Documentation
- ✓ Two-hour training session provided to agency staff on Site Registry application
- ✓ User training materials, updated Site Registry Documentation Suite and Lessons Learned report.

Schedule Assumptions

1. The target date begins at project kickoff per the State's original proposal, or when the relevant authorizing Software Enhancements SOW is signed off by DEQ – whichever is later.
2. DEQ will perform rapid acceptance testing process and production release process to support any aggressive timeframes, unless DEQ elects to extend these target dates.
3. DEQ is responsible and able to implement capabilities in production in a timely manner, with one month's notice of migration date.
4. Implementing releases of SR one month apart incurs additional testing and implementation overhead. DEQ may want to consider whether the schedule should change so that DEQ's user and technical resources can minimize their effort by combining three one month releases into one joint release. Windsor will accommodate DEQ in either scenario.

Covered Software

Windsor Solutions has been the sole developer of the Site Registry system and its variants since its inception at Michigan DEQ in 2001. Windsor has worked with state environmental agencies in Kansas, Missouri, North Dakota, Nevada, Hawaii, and Colorado to collaboratively enhance and share this application to the benefit of all. Windsor and the State partners have mutually agreed in good faith that the application will be shared amongst them without the need for any restrictive licensing, and without any financial remuneration. The application has grown and shifted through each version, enhancement, redevelopment, and support for new technology to the extent that no one of these organizations can claim exclusive rights to the software.



With the exception of the ETL 2.0 (which Windsor developed independently but contributed to the shared code pool), Windsor’s rights to support each State with their implementation and reuse is determined by the agreement Windsor has with each State over the last decade, along with the informal agreement between States to allow one another to share back their contributions.

In summary, Windsor is able to help DEQ with its SR enhancement process, and is able to do so in many cases rapidly and cost effectively by reuse of capabilities that were funded by other States and/or Windsor, without any licensing charges for those extensions.

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.

Bidder must provide a detailed response as to how the requirements in Section 1.100 will be met. Bidder must attach samples of all agreements (license, support, etc.) to the response.

1.200 State Roles and Responsibilities

1.201 CONTRACT COMPLIANCE INSPECTOR

The Contract Compliance Inspector is responsible to monitor Contract activities on a daily basis.

Name	Agency/Division	Title
Dave Borzenski	DTMB IT Agency Services	Client Service Director

1.202 DTMB – IT PROJECT MANAGER

The Project Manager will oversee the project:

Name	Agency/Division	Title
Dan Sellepack	DTMB Agency Services - DEQ	Project Manager

1.300 Compensation and Payment

1.301 COMPENSATION AND PAYMENT

Pricing is included in Attachment A. The maintenance cost is on a fixed-price, annual basis. The software support cost is on a fixed-price, annual basis.

Enhancements will be fixed-price, deliverables-based, using the fixed labor costs established by this contract. All work must be preauthorized by the State based on contractor supplied statements of work. No invoices will be paid without preauthorization by the State. Contractor will submit properly itemized invoices to “Bill To” Address on the Purchase Order. Incorrect or incomplete invoices will be returned to Contractor.

Exception: The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. and travel time. Contractor must obtain advanced written approval for reimbursement of any expenses.

1.302 TAX EXCLUDED FROM PRICE

Sales Tax: The State is exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax. Purchasing Operations will furnish exemption certificates for sales tax upon request.

Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State’s exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of 3 years beginning 6/1/2011 through 5/31/2014. All outstanding Purchase Orders must also expire upon the termination 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, shall 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 2 additional 1-year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. 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 shall not be liable 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), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

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

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order 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 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 shall 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. The Contract may be modified or amended only by a formal Contract amendment.

**2.007 HEADINGS**

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

2.008 FORM, FUNCTION & UTILITY

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration**2.021 ISSUING OFFICE**

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

Reid Sisson
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg., 2nd Floor
PO Box 30026
Lansing, MI 48909
SissonR@michigan.gov
517-241-1638

2.022 DELETED/NA



2.023 PROJECT MANAGER

The following individual will oversee the project:

Dan Sellepack
DTMB Agency Services - DEQ
525 W. Allegan St.
Constitution Hall 5th S
Lansing, MI 48909
BraileyD@michigan.gov
Direct: 517.241.7701 | Fax: 517.241.2777
sellepackd@michigan.gov

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, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

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

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

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

(1) Change Request at State Request

If the State requires 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 Contractor believe the proposed Change 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 shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor



provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

- (4) By giving Contractor written notice within a reasonable time, the State 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 shall 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:

State of Michigan
 Purchasing Operations
 Attention:
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

Contractor: Windsor Solutions Inc.
 Guy Outred
 4000 Kruse Way Place, Building 2
 Lake Oswego, OR 97035

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 giving 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 shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH



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

2.029 ASSIGNMENTS

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

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

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

2.030 General Provisions

2.031 MEDIA RELEASES

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

2.032 CONTRACT DISTRIBUTION

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

2.033 PERMITS

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

2.034 WEBSITE INCORPORATION

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

2.035 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an



incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 FREEDOM OF INFORMATION

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

2.037 DISASTER RECOVERY

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

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

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

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

2.044 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall 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.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity shall occur only upon the specific written direction from Purchasing Operations.



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

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

2.045 PRO-RATION

To the extent there are 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 shall 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 shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

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

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS



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

2.062 CONTRACTOR KEY PERSONNEL

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

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall 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 shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the



applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

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

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall 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 shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall 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 shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall 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 shall 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 shall not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall 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 shall 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 shall provide only the equipment and resources identified in the Statement 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 shall 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 shall 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 shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall 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 shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall 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 shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 SECURITY BREACH NOTIFICATION

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

2.093 PCI DATA SECURITY REQUIREMENTS

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

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

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

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

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall 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 shall provide a time line for corrective action.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall 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 shall 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 shall (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 shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall 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 shall 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 shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall 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 shall 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 shall 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 shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall 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 shall 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 shall meet to review each audit report promptly after issuance. The Contractor shall 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 shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

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

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

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.



- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the



agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

2.124 WARRANTY OF TITLE

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

2.125 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 10 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

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 list 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

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 MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL 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 listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION



To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

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

2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES



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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

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

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the



Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience 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 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 shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall 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 shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

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

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the



Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 60 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 CONTRACTOR PERSONNEL TRANSITION

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

2.173 CONTRACTOR INFORMATION TRANSITION

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

2.174 CONTRACTOR SOFTWARE TRANSITION

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

2.175 TRANSITION PAYMENTS

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

2.176 STATE TRANSITION RESPONSIBILITIES

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

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



2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. 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 2.182**.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall 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 shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be 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 shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, 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 at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall 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 shall 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 shall 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, DMB, or designee, shall 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 shall 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 shall 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 shall 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 that the damages to the party resulting from the breach shall 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 shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled 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, shall 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 shall 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 shall 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

Wages rates 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. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor 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 shall 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 shall 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 shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



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

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

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

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

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

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

2.232 CALL CENTER DISCLOSURE

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

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the



- chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
 - (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of **\$5,000.00** and an additional **\$1,000.00** per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, 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.

2.244 EXCUSABLE FAILURE

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

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



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

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

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

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

2.252 CONTRACTOR SYSTEM TESTING

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

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

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected



growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

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

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

2.253 APPROVAL OF DELIVERABLES, IN GENERAL

All Deliverables (Written Deliverables and Custom Software Deliverables) require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

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

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

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



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

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

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.

2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES

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

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

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

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State.



Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.

Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

2.256 FINAL ACCEPTANCE

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable 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 Project.

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

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

2.262 VESTING OF RIGHTS

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

2.263 RIGHTS IN DATA

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

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



at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 OWNERSHIP OF MATERIALS

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

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

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

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/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 applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 STATE EMPLOYEE PURCHASES

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.



The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

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 shall 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 shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall 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 shall 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 shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall 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 shall 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 shall 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

If any third-party software, additional to what is currently deployed to support the current system, 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.

2.302 HARDWARE

If any additional hardware, additional to what is currently deployed to support the current system, 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.

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

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

2.312 NO SURREPTITIOUS CODE WARRANTY

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 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 the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the 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 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 approved by the State prior to using such pre-existing materials to perform the Services.

2.330 Source Code Escrow

2.331 DEFINITION

"Source Code Escrow Package" shall mean:



- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within (30) thirty days of the execution of this Contract.

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 VERIFICATION

The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

2.335 ESCROW FEES

The Contractor will pay all fees and expenses charged by the Escrow Agent.

2.336 RELEASE EVENTS

The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

- (a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- (b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
- (c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 RELEASE EVENT PROCEDURES

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;
- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 LICENSE

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the



Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

2.339 DERIVATIVE WORKS

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



Glossary

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
DEQ	The Michigan Department of Environmental Quality
DTMB	Michigan Department of Technology, Management and Budget
ETL	E xtract, T ransform, and L oad is a process in database usage and especially in data warehousing that involves: <ul style="list-style-type: none"> * Extracting data from outside sources * Transforming it to fit operational needs (which can include quality levels) * Loading it into the end target (database or data warehouse)
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
FRS	F acility R egistry S ystem.
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.



Attachment A – Cost Table

Software Maintenance, per 1.100 Work and Deliverable - A:

Software Maintenance and Support, per 1.100 Work and Deliverable – A:

		Software support (\$)
Site Registry	First year	20,505
	Second year	21,120
	Third year	21,753
	Fourth year	22,406
	Fifth year	23,078
	Total	108,864

Enhancements/Rate Card – Hourly, per 1.100 Work and Deliverable - C:

		Firm Fixed Hourly Rates for years 1 - 3	Firm Fixed Hourly Rates for Option years, 4 & 5
Site Registry	Project Manager / Technical Lead	\$184	\$201
	Project Advisor	\$201	\$220
	Senior Software Developer	\$146	\$160
	Senior Data Analyst	\$135	\$148
	Technical Architect	\$184	\$201
	GIS Specialist	\$148	\$162

Notes:

- 1) For the Contract’s three-year term the State has reserved \$361,622 for future enhancements, as needed at the State’s discretion.
- 2) The classifications listed above are not all inclusive - Contractor is free to quote rates for additional classifications as necessary, It is not necessary to have a quote on Staffing Categories that the Contractor will not be using as part of this project. You can also add Staffing Categories as you see fit.
- 3) Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding and will be used at the State’s discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
- 4) 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.
- 5) The parties agree that the Services/Deliverables to be rendered by Contractor using the future enhancements/rate card on this Contract will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.
- 6) Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards



- h. Payment Schedule
- i. Travel and Expenses
- j. Project Contacts
- k. Agency Responsibilities and Assumptions
- l. Location of Where the Work is to be Performed
- m. Expected Contractor Work Hours and Conditions

Michigan Department of Environmental Quality

Site Registry Enhancement Project (PEAS & FOIA)

Proposal and Cost Estimate

August 20, 2013

Version 1.2



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Introduction **Background**

Site Registry is a data warehouse that provides an integrated, and spatially represented, view of enterprise core site/facility information across all programs. The current agency programs in Site Registry include:

- MI Toxic Release Inventory (TRI)
- Oil & Gas Database (OOGM MIR)
- Waste Data System (WDS)
- MI Air Emissions Inventory System (MAERS)
- NPDES Management System (NMS)
- Safe Drinking Water (SDWIS)

As such, it has always been a transparent and quick method to present regulated data to the public and is a critical tool for addressing external Freedom of Information Act (FOIA) requests. Data provided includes facility compliance and enforcement information and other data in compliance with the FOIA.

Unfortunately, this capability is limited to only that information associated with the DEQ program databases currently networked to the Site Registry (SR) application. DEQ program staff continues to receive FOIA requests – often for the “facilities” not yet in the Site Registry system. This has created a bifurcated approach toward satisfying FOIA requests:

- some data retrieved automatically via Site Registry, and
- some information provided manually from staff. This approach is confusing to, and frustrating for, the public and inefficient for DEQ staff. This needs to be corrected by allowing the SR application to be the public’s FOIA one-stop shop.

Similarly, the Pollution Emergency Alerting System (PEAS), in operation since 1975, was established to report and track environmental pollution emergencies such as releases of reportable quantities of hazardous substances. Many of these pollution emergencies:

- are directly associated with MDEQ regulated facilities (i.e., plant explosion or impoundment/containment breach),
- potentially impact a regulated facility (i.e., pipeline break), or
- become by definition a “facility” (as defined by the Site Registry application) to be overseen/regulated by MDEQ (i.e., environmental contamination site).

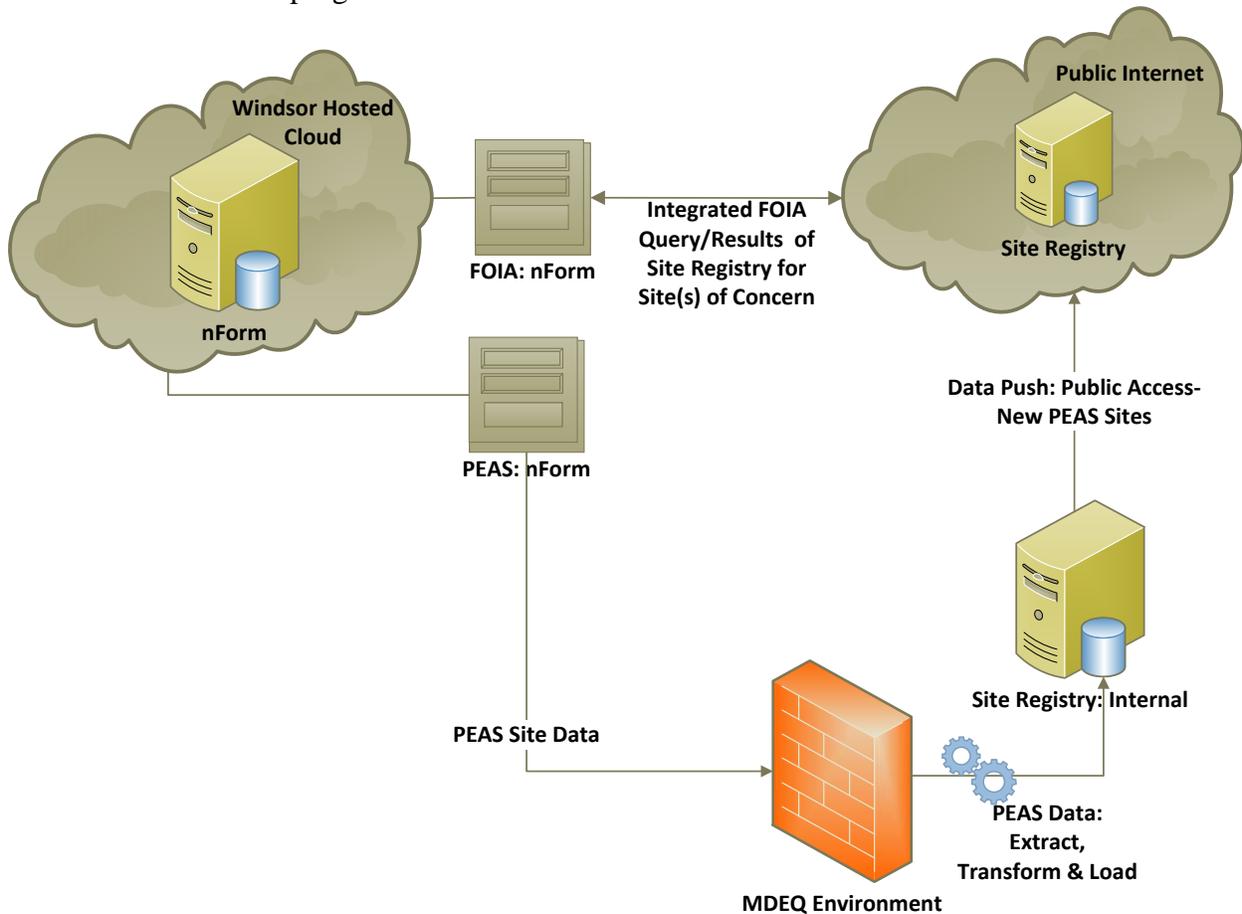
As such, pollution emergencies are the precursors for Site Registry’s “completed cleanups and past operations as well as data on current operations and activities” as described in Section 1.001 BACKGROUND of the current Site Registry contract between the State of Michigan and Windsor Solutions. Newly identified pollution emergencies (especially those associated with new and existing facilities) need to be incorporated into the Site Registry application. The Site Registry’s mapping capabilities would help with needed facility data reconciliation. This would also help to eliminate the multiple, stand-alone, non-networked PEAS applications scattered among the DEQ district offices and Lansing Headquarters.

Vision and Understanding

Windsor understands the challenges faced by the MDEQ in managing the Department’s response to Freedom of Information (FOIA) requests as well as Spill/Pollution complaints (Pollution Emergency Alerting System (PEAS)). Both of these program areas have response time critical aspects that necessitate the Department respond to the request/complaint, within a critical timeframe. The necessary responses have a heavy workflow component necessitating the

assignment and tracking of tasks and response with the need for where the response is in its lifecycle.

The following diagram illustrates the integration of Site Registry with nForm to meet the needs of the FOIA and Peas program areas.



FOIA

The Site Registry capabilities will be enhanced to integrate the FOIA process into the Site Registry application and provide both external and internal users with more complete access to and tracking of FOIA requests and information. This enhancement will extend the SR system functionality to facilitate FOIA requests. This will be accomplished through the implementation of a FOIA request management component or module that will natively interface with the SR to allow FOIA requesters to conduct real-time inquiries on the SR based on an address using SR’s mapping query capability.

To address the need to pose and manage FOIA requests, Windsor proposes the implementation of nForm. nForm was developed by Windsor Solutions from the ground up and is a solution that provides:

- user designed electronic forms for applications or requests (FOIA’s)
- workflow management,
- public portal and,
- management portal

The complete capabilities are discussed in more detail in the next section.

A new nForm control will be created to integrate natively with the Site Registry application at time of FOIA requests that will allow the FOIA requestor to begin the FOIA process via the address provided on the FOIA form and search in the Site Registry at time of the initiation of the FOIA request. This will mitigate the costly effort necessary to support basic, FOIA requests that the Site Registry can often address, with no interaction required on MDEQ's part.

The completed form would trigger a return of all sites matching that search criteria, thus allowing the user to determine if their request is satisfied – without having to contact DEQ staff by other means (phone, email, letter) for the same information.

For those requests that require additional information, the Requestor will be able to continue with the FOIA request, and continue to submit the request through the nForm application. The FOIA request management “module” would allow DEQ and the public to track how and the timeliness in which these FOIA requests are handled. To address many of these more complex FOIA requests additional input and research is required of district program staff, necessitating routing of the request to various parties with associated deadlines. These workflow management capabilities are provided by nForm natively, and are highly customizable by staff.

PEAS

The PEAS program currently consists of a series ad hoc databases in a variety of formats and structures. Additionally there is no consistent way to aggregate this data and have an understanding of where the complaint/report is in the response process.

To address this the nForm system will be implemented to provide a standard set of data forms for the collection and management of release reports and complaints. Additionally the workflow component of nForm will be used to route the complaint/report to the proper program staff. As program staff respond and take action, the progress and outcome will be visible to the PEAS staff.

A web-based application will also allow for a more effective spill tracking capability whereby details of the incident can be more effectively provided to the most appropriate DEQ staff for their response.

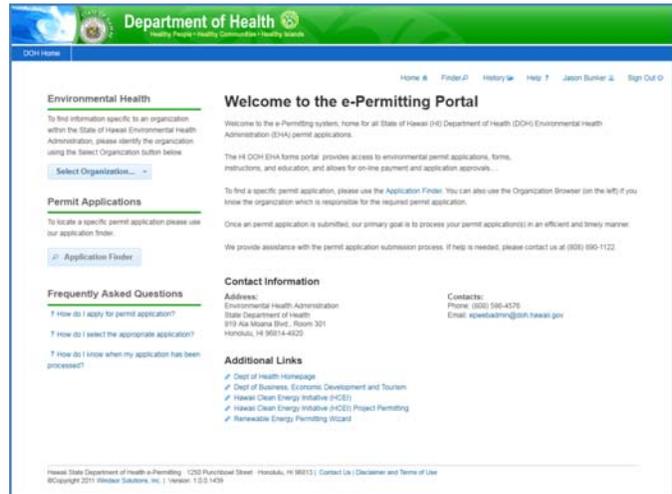
If at a later date the PEAS program opts to move reporting of complaints online they can quickly design a form and workflow and publish it for public use without any technical staff intervention. At a yet to be determined point in the process the PEAS data collected through nForm will be extracted, standardized, geocoded and loaded into the Site Registry system for internal and potentially external access. Once loaded and available to the public, PEAS information will be available for FOIA requests through the Site Registry and nForm integration.

Additionally the newly refined Site Registry “data cleansing” option can be used in the future to help resolve data redundancies determined in the reconciliation process for the added PEAS spill information. Furthermore, there is a “spills” Environmental Interest component in the Facility Registry System that allows us to submit the needed data from SR to the US EPA when the State electronically submits all the required FRS data to the EPA.

nForm Overview

Windsor is an innovative information technology company and has worked with many clients that have experienced challenges with certification, licensing, permitting and reporting processes. In particular, clients are challenged in similar ways to those expressed by the MDEQ. As a result, Windsor has designed and implemented a solution with the ability to support the very needs of MDEQ. User experience, control and oversight are three key elements of the systems design.

The nForm solution will allow both the PEAS and FOIA programs to quickly design and deploy web forms for collecting spill response information and FOIA requests and implement the associated routing and workflows. The flexible design of nForm will allow for its rapid integration with the Site Registry system to provide a complete solution for both collecting new information (PEAS) and serving information to the MDEQ’s customer base (FOIA).



User Experience

- **Advanced search** capabilities help application users find forms quickly.
- User accounts for users, plus step by step **“wizard driven” processing**, and **dynamic data saving** means an applicant can complete their submittal over several sessions, without losing their input.
- Each user’s account allows for communication between the user and the MDEQ staff and provides **transparency** into the process by providing the status of a submitted request.
- **Email Alerts** provide a convenient communication mechanism of obtaining updates without having to return to the Website.

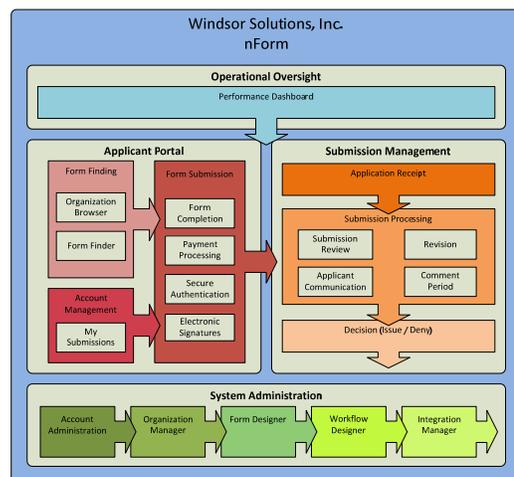
Agency Control

- The agency can create new **form templates** for any application or form they like. The form designer allows for the drag and drop of controls into a draft form. Once the designer is happy with the form it can be published for use by the legal community.
- Each form can have its own **workflow process**. In fact any submission can start by following a predesigned workflow but can deviate if the staff deems this appropriate.

Management Oversight

- The **dashboard** allows MDEQ management to understand how the agency is performing with regard to its submission processing. This insight into the board’s ability to handle the form workload is valuable in making agency decisions.

The system is essentially broken into four modules.



FOIA Requestor/ Spill Report Portal

The **organization browser** is part of the publicly exposed Web site that allows requestors to navigate quickly to the information for a specific program within the agency. There, users can quickly identify commonly used forms for their specific purpose.

The applicant portal allows application users to search for and identify relevant forms using an intelligent, self-learning application finder. Users can search for forms and applications.

The system provides applicants with visibility to all their draft and submitted forms. From the **my submissions** area, an applicant can resume submission of a draft form, revise a previously submitted form, review communication for a submission that was entered by the agency staff, review, print, and download a submitted form, as well as check the current status of each form submission.

A **submission wizard** supports the applicant during the process of completing a form. This sophisticated, wizard-based data entry solution allows users to enter form information and to then save the submission in draft state. A validation engine will guide a user to specific sections of the form for correction but does not prevent work in other areas of the submission which can be done at any time without loss of data. The user can submit attachments including jpg, gif, pdf, png, xml, edi, doc, docx, xls, xlsx, rtf, txt. The MDEQ can specify which types they will allow. Payment processing and certification are completed as part of the final submission process.

Enforceable online certification (for example, **electronic signatures**) can be required for a submission at the discretion of the agency. The MDEQ has the ability to determine which forms require notarizations, wet signatures or which ones can be submitted with an electronic signature.

User account management allows users to register for a new account as well as manage their existing account, password and profile. Registration is straightforward, utilizing a login identification and password and may require the establishment of answers to key challenge questions depending upon the level of security necessary for the submissions.

A user must sign in to submit a form. Submissions have a two-step security model that includes an authentication and authorization process during user sign-in as well as verification prior to submittal. A user with insufficient authorization prior to submission will be warned that increased permissions are necessary for the form in question and they will be provided guidance on obtaining the appropriate level of authorization.

Once signed in a user can print copies of their records. They can check on the status of their submission and make revisions to add more information to a submission. A user can rescind their submission if they desire before processing is complete.

Staff Viewing and Processing

A **processing dashboard** is available to provide a series of statistics on the productivity and timeliness of form processing for a specific form, an organization or across the agency as a whole. Authorized users are able to view the performance of their organization or any subordinate (child) organizational unit and/or form type.

Following an applicant's form submission, agency staff may identify, review, and process the submission. Additionally, processing staff may communicate with applicants via the system. The **submission processing engine** will follow the base workflow template built for the specific form type; however, a user with the appropriate level of authority has the ability to modify the workflow process in order to accommodate unique circumstances.

The system supports a variety of user roles including the public, applicant and various agency staff. Agency staff can generate emails and can attach notes to forms in a collaborative manner

allowing for efficient communication with the applicant. Standard notes can exist for a form type which can significantly improve communication efficiency and provide consistency.

If the MDEQ wishes to support paper submissions, then this is possible since the submission processing engine allows staff members to establish an electronic representation of a submission that was received by mail. Metadata relating to the submission along with a scanned document of the original submission allow the submission to follow the same workflow process as other forms of the same type.

Documents are stored and available for retrieval, when necessary, in a **document management** repository. The integration of a selected document management solution is part of the configuration of the nForm tool.

Any documents that are marked as confidential by the applicant are only accessible by those individuals with specific authority and responsibility to view confidential attachments for that form. Other individuals with regular view rights will be able to see non-confidential documents.

The **reporting module** provides the ability for users to view reports and perform analysis relating to the online payment processing.

System Administration

A user has the ability to customize the structure of the organization as represented within the nForm system. For each organization, the user is able to provide content for the Organizations Web page plus a name and description as well as contact information, Web links and frequently asked questions. This **organization manager** module provides the user with the flexibility to easily modify the content displayed to the public.

Forms can be dynamically designed and maintained via the **Form Designer**. Users have the ability to easily configure the properties of a form ranging from online and offline availability (e.g., paper forms) to creating and maintaining the specific fields (e.g., questions) that will be available to an applicant on an online form and the associated validation rules applied to each field.

The specific processing steps that a submission will follow can be designed and maintained via the **Form Workflow Designer**. As unique circumstances arise, the default workflow can be refined to meet the needs of a specific submission, so for instance a staff member can assign additional tasks or steps at their discretion during the submission review process. Once a workflow is established, any submitted forms for that form type will follow the defined workflow, by default.

The **Integration Manager** helps organizations support bi-directional data integration with the nForm system and other systems (e.g., program database, etc.). Since there is no single standard for these other systems, the integration manager allows data to be staged in a system agnostic format that can be used for importing data into nForm and/or exporting data to the desired target system. The information is then integrated and updated through the use of a periodically executed extraction, transformation and load (ETL) process for consumption by the target system and/or nForm. This integration manager enables bi-directional data sharing between nForm and other agency-based applications.

A user's specific security role(s) and authorizations can be managed on an organization-by-organization basis with **User Account Administration**. This includes the capability to approve a user for the provision of electronic signatures. As required, a user's account can be suspended or activated. A user's account information (e.g., contact information, security roles, etc.) can be viewed and referenced by agency users.

Help and Documentation

The nForm system includes a comprehensive **Help** suite which is customized for internal and external audiences. The most relevant help content is displayed to a user based on how the user activates the help system. This help content is also tailored for the configuration applied to each installation. Additionally, comprehensive **User Guides** are available for user reference and training purposes.

Project Approach

This section describes the proposed approach for facilitating the project.

Project Initiation

A project plan will be developed that details the project tasks and schedule, including a work breakdown structure. The plan will describe the timing and expected level of effort required from both Windsor and MDEQ throughout the project and will be based upon the approach outlined in this document. This document will also detail the project controls that will be used to monitor and manage project progress and direction. Project controls include a communications strategy, risk and issue management processes, change management procedures, and a quality assurance approach.

The project plan will be distributed for to the MDEQ project manager for review and confirmation. The project plan will include topics such as project scope, approach and schedule. This document will also be used to ensure that all project participants understand the goals of the project, the expected outcomes, and their roles and responsibilities.

The finalized project plan and schedule will be presented and reviewed through an onsite kickoff meeting with the relevant MDEQ staff and stakeholders.

Deliverables:

- Project Plan Established
- Project Kick-Off Meeting Facilitated

Configure and Implement System (Test)

Windsor will deploy a test environment to the Windsor Cloud for the purposes of training and working with the MDEQ in the definition of forms and workflows for the PEAS and FOIA program areas.

This test deployment will also be used to test the first round of enhancements to effect the integration between Site Registry and nForm.

- Test nForm Implemented in the Windsor Cloud Environment

Train Staff, Develop Workflows and Forms and Gather Enhancement Requirements (Onsite)

Windsor will work with MDEQ to define the desired configuration for the nForm system (e.g., MDEQ header/footer, configurable settings, etc.). Based on the agreed configuration, Windsor will configure and rebrand the nForm solution for MDEQ use. Rebranding will be limited to the configurable look and feel options available within the nForm standard deployment.

Windsor will hold training sessions with the FOAI and PEAS staff on the use and configuration of the portal, design of web forms and workflows and the overall administration of the system. This will serve as a basis for working with the Team members on designing forms and optimizing workflows. The implementation of nForm will likely necessitate that practices be adjusted, where business requirements continue to be met, just in a different manner than previously performed. Windsor will work with the team in identifying these changes to work practices.

The team will also explore the requirements associated with using Site Registry to mitigate the number of FOIA requests. This integration point will add functionality to nForm to interact with

the Site Registry to encourage the FOIA requesters to first use the Site Registry to address their FOIA needs.

nForm will be hosted in Windsor's cloud environment, however the FOIA and PEAS staff will need to access the cloud hosted nForm data for reporting and data analysis purposes. Windsor will work with the team members to understand and document their data access and reporting requirements.

Windsor will also work with DTMB staff to understand the technical parameters around data access between environments. This effort will also explore the requirements around migrating data from nForm to the Site Registry system which is housed within the Michigan DTMB environment; for the purpose of mapping spills and releases to the environment.

Deliverables:

- Onsite Training/Configuration and Requirements meeting
- nForm Configured to PEAS and FOIA workflows and rebranded interface to meet MDEQ brand

Develop Requirements Deliverable and Project Checkpoint

A requirements analysis deliverable will be delivered to the team for their review and confirmation.

Upon completion of the requirements analysis a project checkpoint will occur with the team to evaluate the requested enhancements relative to the available project budget. In the event that insufficient budget is available to address the requested enhancements, a prioritization effort will occur, where staff can select those enhancements that meet the enhancement budget and address their critical needs. The other enhancements will be added to the project backlog till additional project resources are allocated to address remaining the enhancements.

Deliverables:

- nForm Enhancement Requirements Document with estimates
- Windsor Cloud Environment / DTMB Environment Integration Design Document
Develop Enhancements – nForm and Site Registry Integration

Windsor will utilize a formal development process, to extend the system to meet MDEQ's specific needs.

Windsor will first establish and prioritize the Product Backlog (e.g., list of development tasks) which will be decomposed by the team into the required work products during the development process.

Once the Product Backlog is established, development will commence as a series of two week development sprints. During each sprint, the top priority (or dependent) items will be developed and unit tested by Windsor.

Unit tested enhancements will be deployed to the cloud test environment. MDEQ staff will confirm that the enhancements address the agreed requirements, and function properly.

The integration between Site Registry and nForm will also be developed at this time. The functionality to allow the PEAS data to flow from nForm into Site Registry will be developed and tested. Additionally the functionality to integrate Site Registry with the FOIA request and processing will occur at this time as well.

Deliverables:

- Site Registry / nForm integration Enhancements

- MDEQ nForm Enhancements
- Tested nForm Enhancements

Acceptance Test of Enhancements and Site Registry Integration Components

Once the system is implemented and training has been provided, MDEQ staff will perform an Acceptance Test of the implemented components to confirm the operation of the implemented system components. Windsor will support the acceptance testing activity and will resolve reported issues and respond to submitted questions and comments. Feedback submitted during user Acceptance Testing will be addressed as quickly as possible and returned to testers for resolution confirmation.

Following Acceptance Testing, MDEQ will provide acceptance of the system, if all known issues are addressed and the system meets the defined project requirements.

Deliverables:

- Acceptance Test Issues Resolved

Migrate System to Production Configure

Windsor will migrate the nForm system from the test environment to the production environment on the Windsor Cloud. During the earlier training, workflows and forms will have been designed by FOIA and PEAS staff with Windsor's help and input, with additional refinement during testing. Windsor will work with the staff to identify those nForm system artifacts that are production ready. Scripts will be run to migrate these production ready artifacts to the production deployment of nForm on the Windsor Cloud.

Windsor will also work with the DTMB technical staff to ensure that the necessary integration components are configured to allow the exchange of data between the Windsor Cloud and DTMB environments.

Update Documentation

Windsor will update the existing nForm User Guide and Help Documentation to reflect MDEQ's branding and the refined nForm features. Windsor will also establish an administration guide document for MDEQ staff to support any nForm administration tasks.

Deliverables

- nForm Documentation Provided

Warranty

Windsor will actively support the MDEQ for a 1 year period following the acceptance of the system. The support will cover MDEQ against any operational defect (i.e., system bugs) but will not cover MDEQ for enhancements or for problems that arise due to poor data quality or as a result of infrastructure changes beyond Windsor's control.

During the warranty period, Windsor will work expeditiously to address incidents. The urgency with which an incident will be addressed will depend upon the severity of that incident in combination with the volume of and longevity of existing incidents. Windsor follows a release strategy utilizing agile methods to address enhancements to the system.

As incidents occur the user may categorize them as follows.

- Fatal – Prevents use of system due to catastrophic error
- High – Severe impact to system with no work-around available
- Medium – Moderate problem, causing important function or feature to not work as expected. There is a workaround to the problem
- Low – Minimal problem, with little impact to function or feature of the data exchanges (e.g., minor cosmetic or consistency issue)

Once Windsor receives an incident it will be reviewed, assessed and handled accordingly. Fatal incidents will be responded to as soon as reasonably possible by Windsor's support staff. High and medium incidents will typically be responded to within one business day of receipt. Low incidents will be acknowledged through periodic updates.

Typical Support Process

Windsor will provide a mechanism to report incidents using the nForm web-based customer support system. Below is an outline of the support process:

Step 1: Submit / Log Incident Request

Client logs incident with Windsor support team.

Step 2: Route Incident Request

The incident is routed to the appropriate support team staff. If client-specific support team staff is currently unavailable, an alternate support staff member will work to address the request. The support staff will work with the client to resolve the request in an expedited manner.

Step 3: Address Incident Request

If the resolution is not immediately known, the support staff will search the help system for similar requests. If a resolution is found, this will be recorded and provided to the client. If the resolution is not immediately available either directly from the support staff or through searching the help, the support staff will outline, agree and record the plan of action to resolve the incident.

A plan of action will typically require a technician working with the client to resolve the particular issue. Research may be required, and code fixes may need to be established. A request may be assigned to a future release; however, a fatal error will be addressed immediately. The technician will contact the client using details provided in the initial call to ensure they understand the exact issue / problem and to ensure they understand the time sensitivity of the request. The technician will be in regular contact with the client until a satisfactory resolution can be found.

Once the resolution is provided to the client, the client is asked to confirm that their request for help has resulted in a satisfactory resolution to their problem / issue. If confirmed by the client, the incident log will be marked as resolved.

Deliverables:

- Warranty Issues Resolved

Navision Integration

After the production release of the Site Registry/nForm integration a separate requirements and design effort will occur to assess the requirements necessary to integrate nForm with the MDEQ's Navision system. The FOIA program often assess fees for cost recovery for the effort necessary to address FOIA requests.

As part of their fully integrated Site Registry/nForm workflow, the FOIA program would like to explore the requirements necessary to assess cost recovery fees as part of the integrated workflow; as opposed to accessing Navision and assessing fees separately.

After the FOIA program has used the integrated Site Registry/nForm workflow for a period in a production setting, a requirements assessment and design effort will be undertaken to determine whether it is feasible to fully integrate with the Navision financial system.

Requirements meetings will be held with the Navision technical and program staff to determine the parameters and approaches necessary to integrate with the Navision system. With this information, the established the boundaries under which an integrated workflow would have to occur will be understood. The FOIA team's requirements will be collected and assessed in light of the Navision integration parameters.

If integration is feasible in light of the FOIA team's requirements, a high level design and integration estimate will also be produced for the team's review and approval.

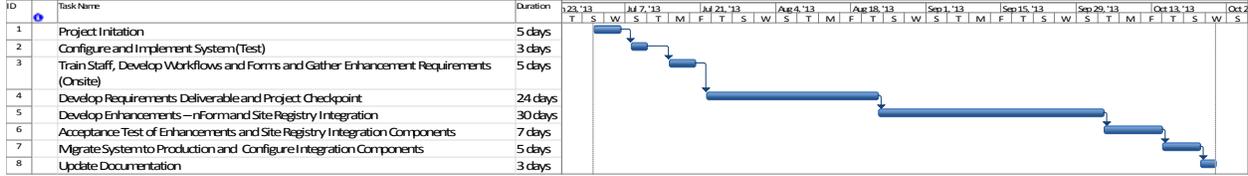
A provisional budget has been allocated for this effort. Final cost estimates will be provided upon conclusion of the integration assessment effort. Once agreement on the scope of integration work has been determined a project plan will be developed to address the development and testing effort and associated deliverables

Deliverables:

- Site Registry/nForm Navision Integration Requirements document
- Site Registry/nForm Navision Integration Design and Estimates document (optional pending feasibility assessment)
- Site Registry/nForm Navision Integration Development Project Plan

Work Schedule

The included schedule is based upon a level of understanding of MDEQ’s needs. It is anticipated that the schedule will be modified as part of the project initiation phase based on the enhancements needed and availability of staff members.



Optional Extensions

This section describes the optional extensions (services, integration and new features) which may be selected for inclusion in the project.

Services

The optional services available are described below

Cloud Implementation and 1st Year Hosting Agreement

nForm can optionally be implemented in either MDEQ's environment or and run from Windsor's cloud hosted cloud environment. The MDEQ has opted to host nForm in the Windsor's cloud.

Assumptions

- RDBMS utilized in Cloud may not be a MS SQL Server database. This will be transparent to system users.
- No travel will be required to support the system deployment.
- Test and Production environments will be run from the same servers.
- 1st year hosting agreement is completed one year after the system is accepted.

Yearly Hosting Agreement

This optional service includes the resources required to host the application, in the cloud, on an ongoing basis after the 1st year.

Additional Training

Windsor provides training to clients based upon their specific needs. This is generally provided by the analysts that have the greatest familiarity with the forms being designed, developed or deployed for the client. Training covers a predetermined curriculum that is defined by the structure of each form and essentially follows the test case and user guides outline.

For the nForm solution Windsor has three cumulative training sessions, including:

- **Express Course** – providing training on how to utilize the system as a member of the public or regulated community. Includes finding and submitting an form, navigation, help, payment processing, collaboration, revisions and printing of granted permits / licenses.
- **Standard Course** – providing the “Express – Curriculum” plus the ability to manage the internal aspects of site organization, form design and workflow management. How to process a submission, generate notes and provide appropriate transparency back to the applicant.
- **Advanced Course** – adding to the “Standard – Curriculum” is the Administrative level training which provides the level of training necessary for more technical staff to manage the system and user base. Understand roles and responsibilities, electronic signatures, workload balancing, user management, how to implement interfaces to internal systems, etc.

All Windsor requires for a training course is a minimum of four attendees per course. The client can choose to utilize this as a train the trainer type approach and therefore only train key staff, or Windsor can provide all of the training.

Pricing

Windsor’s proposed pricing provides an à la carte pricing structure to allow MDEQ to select the services, integration options and new features that are most important to serve their specific needs. The MDEQ has opted to deploy to the Windsor Cloud. The following pricing is presented with this approach factored in.

Note: a brief description for each optional item can be found in the Optional Extensions section.

<i>Implementation & Windsor Cloud Hosted</i>	
<u>Project Costs</u>	
Deployment and Implementation (Onsite Training + 3-4 Forms)	\$50,000
Program Enhancements*	\$30,000
Site Profiler Integration *	\$12,000
Navision Integration Requirements and Design Development and Implementation	\$50,000
Total Project Costs	\$142,000
<u>Annual Costs</u>	
1st-Year Licensing (20 Hours included)	\$15,000
2nd & Subsequent Years’ Licensing with updates (20 Hours per year included)	\$15,000
Support Package (Option A: 50 Hours)¹	\$8,000
Support Package (Option B:100 Hours)²	\$15,000
1st Year Cloud Hosting	\$10,000
2nd-year Cloud Hosting	\$10,000
Total Yearly Costs	\$73,000
Total Costs : 2 Year Cloud Hosting Costs + Navision Integration	\$215,000

* Estimated costs pending requirements gathering and prioritization.

¹ Suggested first year program support. Anticipated higher support requirements for first year. MDEQ may opt for lower support level if desired.

² Program Enhancements: Reporting, Data Access, Any program specific functionality.

³ Site Registry Integration: Flow of data from nForm to Site Registry for PEAS, Integration of nForm and Site Registry for mitigating FOIA requests and any additional Site Registry

⁴ Cloud hosting includes all environment costs, including data backups and disaster recovery.

⁵ Estimated costs pending requirements gathering and prioritization.

⁶ Suggested subsequent years support effort.

Annual Agreement Costs

The FOIA and PEAS nForm program needs are relatively modest. As a result, the costing presented above is for the “Forms” Annual Agreement level.

If additional programs opt to use nForm, then separate Annual Agreements will need to be initiated. The three Agreement levels are presented below:

Forms

Cost: \$15,000 per annum

Includes:

- Up to 6 production forms
- One year Annual Agreement renewal
- Up to 10 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Program

Cost: \$25,000 per annum

Includes:

- Unlimited production forms may be offered within one regulatory program.
- One year Annual Agreement renewal
- Up to 20 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Agency

Cost: \$60,000 per annum

Includes:

- Unlimited production forms may be offered within one agency.
- One year Annual Agreement renewal
- Up to 50 hours technical support
- Software updates available upon release
- Submission of enhancement requests for review

Support Packages

Additional technical support packs may be purchased as follows:

Support Package A - up to 50 hours (\$8,000)

Support Package B - up to 100 hours (\$15,000)

Support Package C - up to 150 hours (\$21,000)

Support Package D - up to 200 hours (\$25,000)

Key Assumptions

As part of preparing this proposal and establishing projected efforts Windsor has made the following key assumptions.

- One round of acceptance testing will provide ample testing and verification.
- The nForm system will be deployed to two environments: Test, Production.
- No data migration of existing data will be required.
- Configuration of the nForm system will include replacement of system header and footer with MDEQ’s branding, replacement of agency name/abbreviations with MDEQ specific values and application of MDEQ’s desired features (for those which can be enabled/disabled via configuration).

- CROMERR certification is agency specific and includes certification of the business processes supporting the electronic signature verification processes. MDEQ will be responsible for establishing, submitting and receiving any desired CROMERR certification application(s) to EPA.
- Windsor will not be required to be involved in any public meetings in support of the transition to the nForm solution.
- MDEQ will be responsible for the configuration of all MDEQ specific content displayed on the site (e.g., Organization pages, etc.).
- MDEQ will promptly provide information to Windsor as needed to support the configuration and implementation of the nForm solution.
- The project schedule will be refined to reflect the impacts to the project of the selected optional extensions.
- Windsor's project manager will follow Windsor's standard project management processes which have been utilized in previous projects with MDEQ.
- The existing security roles provided in the nForm system will meet MDEQ's security needs.
- All other requirements are assumed to already be supported by nForm's existing functionality.