



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 19
 to
 Contract Number 071B2200068

CONTRACTOR	HTC GLOBAL SERVICES INC
	3270 West Big Beaver Road
	Troy, MI 48084
	Sutbir Randhawa
	248-530-2528
	sutbir.randhawa@htclnc.com
*****6583	

STATE	Rich Demello	DTMB-IT
	517-930-6301	
	DeMelloR@@Michigan.gov	
	Terry Mead	DTMB
	(517) 284-7035	
	meadt@michigan.gov	

CONTRACT SUMMARY

431.391 ELECTRONIC DOCUMENT MGT			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABILITY OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 13, 2011	December 21, 2014	2 - 1 Year	December 21, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Sutbir Randhawa			
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<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			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXPI. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 years	December 21, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,784,541.00	\$1,200,000.00	\$5,984,541.00		

DESCRIPTION

- Effective December 21, 2016,
- Utilizing Chapter 5, 5.7.6 Useful Life, The ECM Prequalification Program and this Contract is hereby extended through December 21, 2018 and has 3 1-year options available.
 - This contract is hereby INCREASED by \$1,200,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 15. The State is under no obligation to utilize all or any specific portion of the allocated dollars.
 - Two new job classifications with corresponding required experience have been added per Attachment 1. A FileNet Technical Services Associate Consultant and a FileNet Technical Services Systems Analyst.
 - The attached vendor agreement and revised Not-to-Exceed (NTE) Rate Card for Services has been added to this

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Contract.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/proposal) and agency (request) agreement, DTMB Procurement approval, and State Administrative Board approval on December 20, 2016.

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Attachment 1

ECM Prequalification Program – New FileNet Positions

FileNet Technical Services Associate Consultant

Provide technical knowledge and assistance for the design, customization, integration, implementation, migration and production support of the IBM FileNet product family and combine these to develop content management solutions. These technical services include the following:

- *System implementation*
- *Deployment development and support*
- *Legacy system conversion*
- *Content migration and federation*
- *Media migration*
- *Workflow and process modeling*
- *Security and access control modeling*
- *Disaster recovery configuration*
- *Best practices implementation*
- *Technical Integration Services to other COTS (i.e. SAP, Siebel)*
- *Knowledge Transfer*

Examples of Consultant experience required are:

Skill Sets – FileNet Associate Consultant
<i>Certified FileNet P8 or Certified Datacap Specialist</i>
<i>Experience installing and configuring FileNet P8 environments</i>
<i>Experience installing and configuring Capture Manager environments.</i>
<i>1 years' experience with IBM FileNet P8 or Datacap Taskmaster Capture</i>
<i>2 years' experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages</i>
<i>Experience with FileNet or Datacap workflow, ability to diagnose and troubleshoot workflow issues</i>
<i>Interview on the phone or in person</i>

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FileNet Technical Services Systems Analyst

Provide technical knowledge and subject matter leadership for the design, customization, integration, implementation, migration and production support of the IBM FileNet product family and combine these to develop content management solutions.

These technical services include the following:

- Enterprise planning and design
- System implementation
- Deployment architecture
- Resource planning and system sizing
- Transition planning
- Legacy system conversion
- Content migration and federation
- Workflow and process modeling
- Best practices development
- Knowledge Transfer

Examples:

FileNet

Examples of FileNet Systems Analyst experience required are:

Skill Sets – FileNet Systems Analyst
Certified FileNet P8 Specialist
Certified Datacap 8.x/9.x Specialist
Experience installing and configuring FileNet P8 environments
Experience installing and configuring Capture Manager environments
7 years' experience with IBM FileNet P8
7 years' experience with IBM Datacap
2 years' experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages
Experience with FileNet workflow, ability to diagnose and troubleshoot workflow issues
Experience with Datacap workflow, ability to diagnose and troubleshoot workflow issues
Interview on the phone or in person

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January 3, 2017

Terry L. Mead
DTMB – Procurement
Buyer, IT Division
Constitution Hall, 1st Floor
525 W. Allegan
Lansing, MI 48913

Sub: Extension of Contract #071B2200068

Dear Mr. Mead:

HTC is agreeable to a contract extension of two years to the current ECM contract #071B2200068. The new expiration date will be 12/21/2018.

We are glad to inform you that we approve the extension of this contract assuming the following revised rate card for services.

S. No.	Role	Hourly rate for 1000 or less hours	Hourly rate for more than 1000 hours
1.	FileNet Support Services	\$130	\$125
2.	FileNet Project Manager	\$125	\$120
3.	FileNet Technical Services Consultant	\$142	\$135
4.	FileNet Technical Services Associate Consultant	\$132	\$127
5.	FileNet Technical Services System Analyst	\$132	\$125

Sincerely,

James R. Parker
Director, Government Solutions

HTC Global Services
World Headquarters

3270 West Big Beaver Road, Troy, MI 48064

Phone: 248.786.2500 • Fax: 248.786.2515 • Web: www.htcinc.com

USA • India • Malaysia • Singapore • Australia

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STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 18
 to
 CONTRACT NO. 071B2200068
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Htc Global Services Inc 3270 West Big Beaver Road Troy MI, 48084	Sutbir Randhawa	sutbir.randhawa@htcinc.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-530-2528	*****6583

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	DeMello, Rich	517-930-6301	DeMelloR@@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: 431 391 Electronic Document Mgt			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	2 - 1 Year	December 21, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,784,541.00		\$ 1,000,000.00	\$4,784,541.00	

DESCRIPTION: Effective February 8, 2016, this contract is hereby INCREASED by \$1,000,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 15. The State is under no obligation to utilize all or any specific portion of the allocated dollars. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

\$3,118,015.52 Current Approved Ad Board Amount for ECM Prequalification Program

\$1,000,000.00 Added to this contract

\$2,118,015.52 Remaining Ad Board Balance for ECM Prequalification Program

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 17
 to
 CONTRACT NO. 071B2200068
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
HTC Global Services Inc 3270 West Big Beaver Road Troy MI, 48084	Sutbir Randhawa	sutbir.randhawa@htcinc.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-530-2528	*****6583

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	DeMello, Rich	517-930-6301	DeMelloR@@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: 431 391 Electronic Document Mgt			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	2 - 1 Year	December 21, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 21, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,184,541.00		\$ 600,000.00	\$3,784,541.00	

DESCRIPTION: Effective February 8, 2016, this contract is hereby INCREASED by \$600,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 15. The State is under no obligation to utilize all or any specific portion of the allocated dollars. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

\$1,562,275.52 Current Approved Ad Board Amount for ECM Prequalification Program

\$ 600,000.00 Added to this contract

\$ 962,275.52 Remaining Ad Board Balance for ECM Prequalification Program

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

CHANGE NOTICE NO. 16 - REVISED
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
HTC Global 3270 West Big Beaver Road Troy, MI 48084	Sutbir Randhawa	Sutbir.Randhawa@HTCinc.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(248) 530-2528	6583

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Rich Demello	(517) 930-6301	DeMelloR@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517)-7044	MeadT@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	(2) 1-Year Options	December 21, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<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				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1-Year	<input type="checkbox"/>	N/A	December 21, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$3,184,541.00		\$0.00	\$3,184,541.00	

DESCRIPTION: Effective October 6, 2016, the second and final option year available on this Contract is hereby exercised. The revised Contract expiration date is December 21, 2016. Please note the Contract Administrator has been changed to Terry Mead. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement, and DTMB Procurement approval.

Revision to reflect correction of the Program Manager's email and effective date.

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. 15
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Rich DeMello	517-930-6301	DeMelloR@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$400,000.00		\$3,184,541.00		

Effective March 02, 2015, Contract Section 2.024 is amended. DTMB Financial Services will issue Purchase Orders per approved/signed Statement of Work(s) in place of a Contract Change Notice.

As part of this amendment, this Contract is hereby INCREASED by \$400,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s). The State is under no obligation to utilize all or any specific portion of the allocated dollars.

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

CHANGE NOTICE NO. 14
to
CONTRACT NO. 071B2200068
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Rich DeMello	517-930-6301	DeMelloR@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$320,875.00		\$2,784,541.00		
Effective January 26, 2015, this Contract is hereby INCREASED by \$72,875.00 by DTMB FS to support Natarajan Kaliyamoorthy, Filenet/DataCap Technical consultant, per original bid #007114B0002618 additional 583 hours at \$125 hour to support MDOS Project Letter Completion from 1/26/15 to 6/30/15.				
Effective February 10, 2015, this Contract is hereby INCREASED by \$248,000.00 to include one (1) full-time FileNet Technical Services Consultant who will support the Enterprise FileNet system and the agencies who use it per awarded ITB 007115B0003841. (see attached SOW).				
<ul style="list-style-type: none"> VIVEK GODIYAL for estimated time frame of 2/10/15-2/9/16 at a not-to-exceed rate of \$125.00 				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
 MANAGEMENT AND BUDGET
 IT SERVICES
 for
 FileNet Enterprise Content Management (ECM)
 STATEMENT OF WORK TEMPLATE**

ITB# 007115B0003841

The FileNet Enterprise Content Management (ECM) is maintained and hosted by DTMB and currently supports multiple agencies, including the Department of Civil Service Commission (DCSC), the Department of Community Health (DCH), the Department of Human Services (DHS), the Department of Licensing and Regulatory Affairs (DLARA), the Department of State (DOS), the Department of State Police (MSP), the Department of Technology, Management, and Budget (DTMB), the Department of Transportation (MDOT), and the Department of Treasury (DOT). Additional agencies may be supported in the future.

ECM services will be provided in a two-tier fashion. The primary support for an agency's ECM needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Agency Services team will create a Statement of Work to contract with a pre-qualified ECM service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of a DTMB supervisor. In that case the ECM Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the FileNet Enterprise Content Management Services and related application development.

Process for obtaining FileNet Enterprise Content Management Services

The State after formalizing a comprehensive Statement of Work request will facilitate a second tier selection process for each Contracting effort. This ECM Statement of Work request template will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

Awards made as a result of any formal Statement of Work request for ECM Services will be subject to the Terms and Conditions of the Primary Contracts. Each award will be issued as a change notice to the applicable Primary Contract.

This is a FileNet Enterprise Content Management (ECM) ITB. Only the pre-qualified Contractors listed below may submit proposals.

Contractor Name	City	State	Contract Number
HTC Global Services, Inc.	Troy	MI	071B2200068
Pyramid Solutions, Inc.	Bingham	MI	071B2200070
HCL America, Inc.	Troy	MI	071B2200069
HP State & Local Enterprise Services, Inc.	Lansing	MI	071B
IBM	Armonk	NY	071B
Deloitte Consulting LLP	Detroit	MI	071B2200071

This request is issued under your Contract with the Michigan Department of Technology, Management and Budget, Procurement, as established under the FileNet Enterprise Content Management Program.

Project Title: Electronic Document Management (EDM) 5.2	Period of Coverage: 2/17/2015 – 2/16/2016
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Requesting Agency: DTMB/CSS/ECM Team	Date: 1/9/15
DTMB Contract Administrator: Whitnie Zuker	Phone: 517-284-7030
Required Skill Category Requested: Support Services: <p style="text-align: center;">(1) Full Time FileNet Technical Services Consultant</p> See Staffing Skillset Criteria section for more information. The resource elected will be deemed as Key Personnel as defined in Section 2.060 (Contract Management) of the primary contract. The estimated hours per resource may be increased/decreased at any time during this project. If additional positions are required to support this project, the State will provide the vendor a 30 day notification and the vendor will provide a list of candidates with resumes within ten business days or a timeline that is mutually agreed upon with the state and the vendor. Any and all additional resource requests must be approved and executed by DTMB Procurement. See Skill Set Criteria section for qualification details to fulfill this position and for how responses will be evaluated. The resource(s) elected will be deemed as Key Personnel as defined in Section 2.060 (Contract Management) of the primary contract.	
BACKGROUND:	
DTMB requires occasional optional support staff and services to assist its development team in maintaining, implementing changes, performing upgrades, and continuing development initiatives related to the FileNet application. These support staff or services would work under the direction of the DTMB Staff. The Enterprise FileNet installation provides services to multiple agencies. The ECM Team that provides the operational support also provides consulting to the DTMB Agency Services teams that do the agency specific application development. Currently FileNet 4.51 has been deployed using an Oracle database for meta-data and Centera for image storage. A new 5.2 installation of FileNet is being created using newer hardware and infrastructure. This will allow the existing 4.51 enterprise users to migrate to the new 5.2 version of FileNet. The long-term plan is to migrate the Agency Specific FileNet installations to the new 5.2 Enterprise Implementation.	
PROJECT OBJECTIVE:	
The Full Time FileNet Technical Services Consultant will support the State's ECM Team with expert level skills on the FileNet environment for both operational and project activities for both the current 4.51 and the new 5.2 version of FileNet.	
SCOPE OF WORK:	
<ol style="list-style-type: none"> 1. Support and Operations Activities <ol style="list-style-type: none"> a. Technical support for troubleshooting environment/infrastructure issues (FileNet, hardware, network, database, etc.). This would be backup for the State's FileNet team. b. Datacap technical support to assist State technical staff. c. Implement and test FileNet and Datacap fix packs as they become available from IBM. d. Assist in the design and implementation of FileNet and Datacap solutions. 2. Knowledge Transfer <ol style="list-style-type: none"> a. Provide training and knowledge transfer on FileNet specific skills to the DTMB technical resources. 3. Code Review/Mentoring <ol style="list-style-type: none"> a. Provide ad hoc code reviews of development undertaken by DTMB developers and FileNet contractors. b. Provide ad hoc mentoring to DTMB developers. 	
TASKS:	
Technical support is required to assist with the following, but not limited to, tasks:	
<ul style="list-style-type: none"> • Attend meetings intended to facilitate the collection of requirements from DTMB's business partners • Develop, unit test and deploy any required changes in collaboration with the ECM Team 	

- Estimate the effort to implement approved solutions for agency solutions
- Provide application support through any implementation's SLC phases up to and including post-implementation metrics reporting
- Transition support to DTMB for implemented solution via knowledge transfer
- Provide weekly status reports to the FileNet Service Manager including actual and remaining effort for tasks assigned in the Project Schedule
- Communicate with DTMB Service Manager for questions or concerns regarding FileNet projects and activities
- Provide input for the Project Schedule based on the tasks assigned and the detailed estimate of effort required per task

DELIVERABLES:

Deliverables will not be considered complete until the Service Manager has formally accepted them. Deliverables for this project include, but not limited to,:

- Deliver an estimate of the effort to implement the approved changes and enhancements
- Configurations of the COTS and any customized code must be migrated/promoted to production on the agreed to implementation
- Formal review of deliverable walk through for Agency specific solutions
- Documentation of the configuration and implementation of FileNet and Datacap solutions

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, 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.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. 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.

(f) The State, at any time and in its reasonable discretion, may halt the testing 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the 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 Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROJECT CONTROL AND REPORTS:

A weekly progress report must be submitted to the Service Manager throughout the life of this project. Each weekly progress report must contain the following:

- **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.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a Time and Materials - must submit time sheets with all invoices basis and all invoices must include the purchase order number. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect actual work completed by payment date, and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State's satisfaction and a description of

the work performed and the progress of the project.

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.

CONTACTS:

The DTMB Buyer for this project is:

Whitnie Zuker
DTMB – Procurement
Buyer, IT Division
Constitution Hall – 1st Floor
525 W. Allegan Street
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

The DTMB/CSS will provide necessary on-site office accommodations with necessary equipment (PC, phone, printer and copier), site access, and privileges granted for data access.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Resource will work full-time onsite at 111 S. Capitol Ave, Romney Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same base hourly rate. The State will not pay overtime.

SKILL SET CRITERIA

Responses will be evaluated on the following criteria:

Skill Set	Weight
Certified FileNet P8	10
Certified DataCap 8.x/9.x Deployment/Solution	5
Experience installing and configuring FileNet P8 environments	10
Experience installing and configuring Capture Manager environments.	5
5 years experience with IBM FileNet P8	10
5 years experience with DataCap Taskmaster Capture	5
5 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages	10
Experience with FileNet workflow, ability to diagnose and troubleshoot workflow issues	10
Experience with DataCap workflow, ability to diagnose and troubleshoot workflow issues	5
Interview in person	30
Total	100

Any

Candidate that has a score of 56 or above out of the 70 points will pass onto the interview process. The interview will be a maximum of score of 30 points. Only candidates totaling 80 points or more will be considered for award.

Candidates **MUST** meet the minimum requirements of the position to be considered. The tier II award will be made to the responsive and responsible bidder who offers the best value to the State of Michigan. Interviews will be taken into consideration when the State makes a best value award. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in Skill Set Criteria, interviews, and price.

INFORMATION REQUIRED FROM BIDDERS

CANDIDATE INFORMATION

0. Bidders are to submit their proposal on a signed cover letter with the company name, contact name and phone number, contact email address, and ITB number
1. Bidders are limited to One (1) candidate resume per position
 - o One (1) copy of each resume per position MUST be submitted; the resume(s) of the actual individual(s) proposed. All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks)
2. Name and date of availability of the candidate for each requested position
3. Payment Rate for each resume submitted (See Rate Proposal section below).
4. A signed commitment letter from the individual referencing the SOW number, with the candidate's name, signature, and date. Blanket commitment letters for all ITB's will not be accepted.

Upon request by the State, the Contractor will

5. Provide the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.
6. Provide the results of a criminal background check and any additional screening required by a specific work statement to meet agency requirements upon award.
7. Provide verification of a candidate's permission to work in the United States.

RATE PROPOSAL

- All rates quoted in contractor's response to this work request will be firm for the duration of the contract. No price changes will be permitted.

Staffing Position Required	Estimated Hours
FileNet Technical Services Consultant	1984

PROPOSAL SUBMITTAL

Issue Date		January 9, 2015
Pre-Proposal Phone Conference*	3:00 PM EST	January 12, 2015
Deadline for Bidder to Submit Questions	3:00 PM EST	January 15, 2015
Anticipated Date State Will Post Answers to Bidder Questions	5:00 PM EST	January 20, 2015
Deadline to Submit Proposals	3:00 PM EST	January 23, 2015
Anticipated Begin Date		February 17, 2015

***OPTIONAL PRE-PROPOSAL CONFERENCE CALL - An optional pre-proposal conference call will be held on Monday, January 12, 2015 at 3:00 PM EST.**

Conference call-in information:

Dial In: 877-336-1831

Access Code: 7989196

The purpose of the pre-proposal conference call is to discuss the Statement of Work and the work to be performed and to answer questions from the Qualified Vendors allowing for better informed responses to the SOW requests. Discussions, including answers given by the State at the pre-proposal meeting, are not official. To obtain an official answer to any question, the bidder must submit the question in writing no later than the date specified above .

Submit all bids ELECTRONICALLY via BUY4MICHIGAN NO LATER THAN 3:00 P.M. ON THE DUE DATE AS INDICATED ON BUY4MICHIGAN.

Failure to adhere to any of the above requirements may result in the Bidder being disqualified.

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. 13
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Rich DeMello	517-930-6301	DeMelloR@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$155,000.00		\$2,463,666.00		

Effective January 20, 2015 this Contract is hereby increased by \$155,000.00 per ITB# 007115B0003745, to support the Michigan State Police (MSP) Michigan Commission on Law Enforcement Standards (MCOLES) migration upgrade to FileNet P8 4.5 platform. (see Technical and Cost Agreement attached.)

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

for MCOLES FileNet Migration

Bid Number: 007115B0003745

Submitted on: December 29, 2014 @ 3:00 PM

Submitted to:



Revised on:

January 15, 2015



HTC Global Services, Inc.

3270 West Big Beaver Road

Troy, MI 48084

Ph: 248.786.2500

Fax: 248.786.2515

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Technical Proposal

Understanding of the Requirements

Objectives

The Michigan Commission on Law Enforcement Standards (MCOLES) section of the Michigan State Police (MSP) currently uses FileNet Image Services 4.0.2 software for their document imaging and document management needs.

It has become necessary for MCOLES to migrate to the State's enterprise FileNet P8 4.5 platform due to the following reasons.

- All the State agencies including MCOLES will start using Internet Explorer 11 (IE) on Windows 7 tentatively from April 2015. The FileNet Image Services doesn't support IE version 11

- The FileNet Image Services software will no longer supported by IBM

This migration must be finished by April 7, 2015 to be able to use the system with IE version 11.

There is also another initiative going on at the State to migrate the enterprise FileNet P8 4.5 platform to FileNet P8 5.2. The current target date for completing this migration is in the 2nd quarter of 2015 and MCOLES agency application will be tentatively migrated to FileNet P8 5.2 platform in the 3rd quarter of 2015.

MCOLES expects that the migration of their application from FileNet Image Services to FileNet P8 4.5 must be done in such a way that:

- When migrating from FileNet P8 4.5 to P8 5.2 platform, it should be possible to just export MCOLES repository data, workflow and configuration from FileNet P8 4.5 and import it in FileNet P8 5.2 platform

- The physical content should not require migration from its location on the storage device

Current FileNet Image Services Environment

Following are the details of MCOLES current FileNet Image services environment:

- Uses version 4.0.2 of the FileNet Image Services software

- There are approximately 14 document classes defined in the system

- The repository holds approximately 2.5 million documents

- The document repository contains documents stored in PDF and TIFF formats

Users use FileNet Image Service's native user interface is used to search, retrieve, view, and upload documents.

The documents are scanned using HP scanners with HP Scan software as well as Network Ricoh printers (multi-function device). The scanned documents are then uploaded into the FileNet Image Services repository. HTC's solution is independent of the scanning hardware/software. The solution will work without further services from HTC if the State choses to change the scanning hardware/software in the future.

Requirements for Migration to FileNet P8 4.5

The migrated system needs to be configured to support the following specific requirements.

- The migrated document classes should be updated with additional index fields for enhanced search capabilities.

- A work queue and workflow should be configured to enable review of the scanned documents for the image quality and index data.

- For the migrated documents, the newly defined index fields should be populated by capturing the data from the documents.

The FileNet P8 4.5 platform should be configured in such a way that when State's enterprise ECM is ready to migrate MCOLES from FileNet P8 4.5 to P8 5.2 platform, it should be possible to just export MCOLES repository data, workflow and configuration from FileNet P8 4.5 and import it into FileNet P8 5.2 platform.

Scope of Work

The scope of work for this engagement involves following high-level activities. Specific activities are listed in the project schedule as well as section 1.3. Configure the current scanning solution to work with FileNet P8 4.5

Configure TEST and PRODUCTION Enterprise FileNet P8 4.5 platforms

- a. Document classes
- b. Document review work queue and workflow
- c. Define User Roles and Profiles for MCOLES users
- d. Setup content repository

Provide ability to upload document into work queue

Enhance document imaging and indexing process

Implement auto-indexing capabilities for the scanned documents

Define new index fields for enhanced search capabilities

- a. Last Name
- b. First Name
- c. Agency Name
- d. Social Security Data
- e. Birth date
- f. MCOLES #
- g. Date of Empowerment
- h. Date of Separation
- i. Type of Document (Request for License Activation, Officer New Hire, Separation Report, MITN User Agreement, MITN Agency Agreement, MITN Agency Addendum, etc.)
- j. Academy ID
- k. Academy Name
- l. Annual Registration Information
- m. Transcripts – College Name

Configure Workplace/XT with 14 to 20 search and entry templates

Configure bulk document loading tool to load scanned documents from the HP Scanners

Configure bulk document loading tool to load scanned documents from the Ricoh printers

Migrate sample set of documents and associated metadata from FileNet Image Services into TEST FileNet P8 4.5 platform for testing

Support acceptance testing

Fix any bugs identified during acceptance testing

Migrate all the documents and associated metadata from FileNet Image Services into PRODUCTION FileNet P8 4.5 platform

Implement document imaging and capture solution to automate document indexing

Provide user documentation

Provide end user training

Capture index data for all the documents as per the newly defined index field set for all the documents migrated from the FileNet Image Services to FileNet P8 platform

Provide 60 days post deployment warrantee at no charge.

Deliverables

HTC will provide the following deliverables during the course of this project.

FileNet Image Services to FileNet P8 platform migration plan

Fully configured TEST and PRODCUTION FileNet P8 environments as per the requirements

Full data migration from FileNet Image Services to PRODUCTION FileNet P8 environment

Data migration report

Acceptance testing support

End user training

System configuration document

Updated index records for the migrated documents as per the newly defined index fields for the documents

60 day warrantee support

PROJECT CONTROL AND REPORTS:

A weekly progress report must be submitted to the DTMB Project Manager throughout the life of this project. Each weekly progress report must contain the following:

- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

Project Approach

HTC is proposing a team of resources that brings the right mix of experience for this engagement. This team will provide services using combination of onsite and remote services for the activities pertaining to the assigned responsibilities and deliverables. HTC team will work offsite for the solution design, MITN interface and data migration tools development. All activities pertaining to the requirements, acceptance testing, deployments, training and status meetings will be onsite.

Remote access to MITN must be discussed and agreed upon by MSP MCOLES and DTMB IT prior to any remote activities for MITN.

Onsite Work location will be at MCOLES offices, Hollister Building, in Lansing, Michigan. Onsite work locations may also be at other locations in the downtown Lansing area.

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same base hourly rate.

The State will not pay overtime.

State's responsibilities:

- Participate in meetings for requirement validation, solution design, MITN interface design and weekly status meetings.
- Review HTC deliverables and provide feedback as per the planned project schedule
- Provide HTC team access to the FileNet Image Services and FileNet P8 4.5 environments with appropriate access ID (User Ids and System Ids)
- Participate in acceptance testing training
- Perform acceptance testing
- Review and validate migrated data in the FileNet P8 4.5 environment
- Configure FileNet P8 4.5 PROD environment as per the configuration delivered by the HTC team – This task will be performed by the State’s Enterprise ECM Team
- Participate in the end-user training and knowledge transition meetings

Project Planning

This will involve HTC, DTMB-ECM, DTMB-AS, MCOLES and other appropriate State stakeholders working together for the following:

- Review and finalize project schedule
- Identify and document requirements for the infrastructure and its configuration; Identify appropriate owners for various tasks/activities associated for the infrastructure
- Define project communication plan and meeting schedule
- Assessment of the current FileNet Image Services and Scanning environment

HTC will create the Project Work Plan in Microsoft Project that will detail the Work-Breakdown-Structure (WBS) of the major phases of the project, accounting for all tasks, deliverables, and milestones.

Design

This phase will involve developing overall FileNet Image Services to FileNet P8 4.5 migration strategy. The migration strategy document will be reviewed with the DTMB/ECM team, DTMB/AS team and MCOLES team for approval.

System Development, Configuration and Data Migration

This phase will involve following activities.

Step	Activity Description
1	Create repository (object store) in the TEST FileNet P8 4.5 environment for MCOLES Define document classes and index fields in the TEST FileNet P8 4.5 environment Define document review work queue and workflow in the TEST FileNet P8 4.5 environment Define user roles and security for the MCOLES users in the TEST FileNet P8 4.5 environment Define document search and entry templates in the TEST FileNet P8 4.5 environment Document the configuration Review configured functions and features with the MCOLES team and update the configuration as per the feedback

Step	Activity Description
2	Setup Ricoh printer and HP scanner environments in the TEST environment Develop and update image processing tool for barcode recognition, document separation and auto-indexing Document the configuration Review configured functions and features with the MCOLES team and update the configuration as per the feedback
3	Update HTC's content migration tool for migrating documents and data from FileNet Image Services to the FileNet P8 4.5 environment Develop document indexing tool to capture and add index data using data lookup from MITN system for the newly defined index fields Test and verify the functionality of the developed tools Migrate sample document and data set to the TEST FileNet P8 4.5 environment Review the migrated documents and data sample with the MCOLES team and update the configuration as per the feedback

Any configuration changes that are identified by the MCOLES team during the review of the TEST environment will be updated and included in the process used to configure the PRODUCTION environment.

User Acceptance Testing

The user acceptance testing will involve following activities.

Step	Activity Description
1	Configure FileNet P8 4.5 environment and the scanning environment for User Acceptance Testing Train MCOLES testing team for the acceptance testing Support acceptance testing and deploy bug fixes for re-test Update user documentation and the system configuration document
2	Create repository (object store) in the PROD FileNet P8 4.5 environment for MCOLES Export document classes and workflow definitions from the TEST FileNet P8 4.5 environment to the PROD FileNet P8 environment Configure migration tool to migrate documents from the FileNet Image Service to the PROD FileNet P8 4.5 repository Migrate all the documents from FileNet Image Services to the PROD FileNet P8 4.5 repository Generate migration report and deliver it to the MCOLES team

Production Deployment

Once the acceptance test is completed and MCOLES team has approved the system configuration, functions and features, HTC will perform the following activities to configure the PRODUCTION FileNet P8 4.5 environment.

- Configure all the MCOLES end users in the PROD FileNet P8 4.5 environment
- Configure Scanning environment to store documents into PROD FileNet P8 4.5 repository
- Verify functions, features and data in the PROD FileNet P8 4.5 environment
- Cutover to the FileNet P8 4.5 system
- De-commission FileNet Image Services

Post Deployment Support and Warranty

This task will involve HTC providing post deployment support for 60 days to fix any configuration issues discovered after the deployment of the system and fine tune the configuration.

During this period, HTC will also mentor State staff (ECM and DTMB/AS) to get proficient in support and administration activities pertaining to the MCOLES application and processes.

Project Team

HTC is proposing the following team of resources that brings the right mix of the experience and skills for this engagement.

Resource Name	Key Skills and Experience
Chander Daroch	<p>IBM FileNet P8 certified resource for solution design, development and deployment of FileNet P8 4.x and 5.x based document management and process automation capabilities</p> <p>Experience in migrating FileNet Image Services platform to FileNet P8 platform</p> <p>Designed and developed FileNet P8 and Datacap Taskmaster based applications for multiple State of Michigan agencies including Michigan State Police</p> <p>Experience in migrating applications from FileNet IS / 3.x / 4.x versions to FileNet 5.x version</p>
Natarajan Kaliyamoorthy	<p>Certified Imaging and Capture SME with experience in implementing high transaction imaging and capture solutions for multiple State Agencies including Michigan Department of Community Health, Michigan Department of State, and Michigan Department of Treasury</p> <p>Certified in IBM Datacap Taskmaster software administration and development</p> <p>Certified .NET/C# developer with experience in integrating imaging and capture platforms with FileNet P8 and other ECM products</p>

In addition to the above two primary resources, HTC will use other resources for the requirement analysis, design and tool development for data capture, indexing and data migration. However, only above two resources will need access to the State environment to perform project related activities.

HTC will also depute Prashant Kothari, a FileNet Technical Consultant to consult and manage this project on behalf of HTC. Mr. Kothari has over 15 years of experience in delivering ECM solutions, developing enterprise ECM governance model, and hosting FileNet/ECM platforms. He has over 9 years of experience in designing and delivering FileNet based solutions and services to the State of Michigan.

The proposed HTC team brings vast ECM implementation experience with them. They have extensive knowledge of State's current FileNet P8 4.5 / 5.2, Datacap Taskmaster and other imaging solutions. They have worked on similar tasks and activities to support and implement multiple Enterprise Content Management solutions using FileNet Image services, FileNet P8 and Datacap Taskmaster based solutions for several State of Michigan agencies.

The resource(s) proposed will be deemed as Key Personnel as defined in Section 2.060 (Contract Management) of the primary contract:

Relevant Experience

The proposed team has executed several similar FileNet migration projects. One of the most recent projects this team completed is for the Michigan Department of State. The scope of work for this project involved the following:

Migrate FileNet Image Services platform to the enterprise FileNet P8 4.5 platform

- Migrate 3+ million documents, associated data records and 1 million work items from FileNet Image Services platform into P8 repository
- Configure workflows in FileNet P8 platform to process Vehicle Title error transactions from all branches
- Develop Web based application for review and processing of Vehicle Title error transaction and associated documents
- Configure Datacap Taskmaster software suite for scanning and indexing of Vehicle Title documents and other Commercial Vehicle documents
- Develop custom Datacap Taskmaster based Thick and Thin client interfaces for document scanning and image QA
- Setup 3 document scanning environments
- Support user acceptance testing
- Provide end-user training
- Provide FileNet P8 and Data Taskmaster Administration Training to the State Agency Services staff
- Provide support services

Similar to the migration project for the Michigan Department of State, HTC also helped Michigan Department of Transport to migrate from their FileNet Image Services platform to FileNet P8 4.5 platform. The scope of work for this project included the following:

- Develop FileNet IS to P8 migration strategy that uses virtualized FileNet P8 environment using VMWare
- Install FileNet P8 4.5 in development, test and production environments
- Develop a Web based Real Estate Engineering application to manage review of the State owned real estate
- Implementation of Real Estate Engineering process workflows
- 3rd Party database and application integration
- Data migration and validation for 4 million records
- Prepare documentation for as-built environment and upgrade process
- Prepare user manuals and training documentation
- End User training
- System administration and operations training for MDOT IT team
- System stabilization support
- Transition support to the MDOT IT team

Following is the partial list of other ECM project's the proposed HTC team has worked on for the State of Michigan and other organizations.

#	Organization / Agency Name	Project Title / Services
1.	State of Michigan - Office of Retirement Services	FileNet Image Services to FileNet P8 Migration FileNet P8 Workflow Implementation FileNet P8 Administration and Support FileNet P8 integration with State's Retirement Services System Business process assessment for ECM/FileNet P8 implementation

#	Organization / Agency Name	Project Title / Services
2.	State of Michigan – Treasury	FileNet Image Services to FileNet P8 Migration using Content Federation Services Business process assessment for ECM implementation
3.	Michigan Department of Community Health	FileNet P8 4.5 based Documentation Management Portal for the Medicaid program Medicaid Paper Claim Imaging and Data Capture Solution using HTC's imaging framework FileNet P8 3.5 to 4.5 Upgrade FileNet P8 Enterprise Architecture FileNet P8 Support and System Administration IBM Datacap Taskmaster Implementation IBM FileNet P8 and Datacap Taskmaster Training FileNet P8 3.5 Implementation for Medicaid Management Information System Document Imaging and Indexing Services for multiple MDCH divisions
4.	Michigan Department of Human Services	FileNet P8 based imaging, document processing workflow and document management solution
5.	Municipal Employee Retirement Services, Michigan	FileNet Image Services to FileNet P8 Migration IBM Content Collector and Record Manager Implementation FileNet P8 infrastructure upgrade
6.	Ally Bank	FileNet P8 platform upgrade from version 4.5 to 5.2 FileNet P8 platform based P&C Insurance Claims and Contracts Management solution FileNet P8 platform hosting services P&C Insurance business process assessment for technology consolidation and ECM platform implementation.
7.	Flagstar Bank	FileNet P8 4.5 to 5.1 upgrade services
8.	State of Washington – Human Services	Medicaid Paper Claim Imaging and Data Capture Solution

Project Assumptions

The proposed project schedule, effort and pricing is based on the following assumptions.

All the necessary hardware and access to the hardware and virtual machines hosting these FileNet software(s) (FileNet Image Services servers and the FileNet P8 4.5 servers), and system accounts, IDs and passwords used to access these FileNet environments will be available to HTC as per the agreed schedule and milestones assigned to State/DTMB team for HTC to complete their tasks. Any delay in providing the above may impact the overall schedule. HTC will work with the State team to revise the schedule for such delays.

State's staff will participate in reviews of project work products, provide feedback in a timely manner for their acceptance, and sign-off. This would help in maintaining the project schedule.

State's users, as well as the stakeholders, will be available for any discussions relevant to the project, within the project schedule.

The scope of migration involves migrating approximately 2 million documents from the FileNet Image Services to the FileNet P8 repository.

For capturing index data as per the new index fields for the documents that are migrated from the FileNet Image Services, the solution will involve a tool that will use one of the existing index fields (e.g. SSN) to lookup associated data from the MCOLES database (MITNS). This data for the additional fields exists in the MITN system and it will be retrieved through an

interface with the MITN system. This interface will be developed by HTC. This interface will be built using FileNet P8 Web Services which is a State approved standard. The proposed interface with MITN system will work between the MCOLES staff's desktop and the MITN system in zone 3. HTC believes that this communication is already in place and working currently. However, upon start of the project, HTC will assess the environment and provide the necessary details for any firewall changes to the State team during the design phase of the project. See task #14 in the project plan for this task.

For day forward document scanning and indexing, user will have access to the MCOLES database (MITNS) hosted in Zone 3 of the State's network for data lookup.

The MCOLES staff will be able to access FileNet system hosted in Zone 2 of the State's network from their workstation.

There is no additional disk space required in Zone 3. The disk space will be allocated only for the content repository in the State's enterprise FileNet P8 4.5 environment.

The State will provide a workspace at MCOLES to work onsite. The allocated workspace should provide ability to access State's network.. The staff should also require access badge to get into the MCOLES facility.

HTC provide all the services using onsite and remote delivery model.

HTC will follow any Agency specific standards as deemed necessary.

The warranty support will be provided for 60 calendar days.

HTC has proposed to the State to continue to use the current scanning solution (HP and Multi-Function Devices). The current scanning solution can meet MCOLES current and future needs and hence Datacap is not recommended. In addition, the implementation of Datacap will incur additional cost for the infrastructure and support of the Datacap environment.

Project Schedule

Following is the proposed project schedule for this migration project for MCOLES. The MCOLES, DTMB and HTC team will review and finalize this schedule at the start of the project.

ID	Task Name	Duration	Start	Finish	Prede	Resource Names	Au S
38	Load Documents and Data into FileNet P8 Repository	20 days	Tue 3/10/15	Mon 4/6/15	37SS+ day	HTC	
39	Verify Loaded Content in FileNet P8 Repository	20 days	Wed 3/11/15	Tue 4/7/15	38SS+	MCOLES	
40	Data Migration Completion Milestone	0 days	Tue 4/7/15	Tue 4/7/15	39	HTC,DTMB-ECM	
41	Acceptance Testing	13 days	Thu 3/12/15	Mon 3/30/15			
42	Setup TEST FileNet P8 for Acceptance Testing	2 days	Thu 3/12/15	Fri 3/13/15	33	HTC,MCOLES/DTI	
43	Setup Scanning Environment for Testing	2 days	Thu 3/12/15	Fri 3/13/15	33	HTC	
44	Train MCOLES Users for Testing	1 day	Mon 3/16/15	Mon 3/16/15	42	HTC,MCOLES	
45	Acceptance Testing	8 days	Tue 3/17/15	Thu 3/26/15	44	MCOLES	
46	Bug Fixes and Changes as per the Acceptance Testing	8 days	Thu 3/19/15	Mon 3/30/15	45SS+ days	HTC	
47	Acceptance Testing Completion Milestone	0 days	Mon 3/30/15	Mon 3/30/15	46		
48	User Documentation	20 days	Fri 2/27/15	Thu 3/26/15			
49	Prepare User and System Documentation	10 days	Fri 2/27/15	Thu 3/12/15	30	HTC	
50	Reivew User and System Documentation	5 days	Fri 3/13/15	Thu 3/19/15	49	MCOLES	
51	Incorporate Review Feedback	5 days	Fri 3/20/15	Thu 3/26/15	50	HTC	
52	Production Deployment	9 days	Thu 3/26/15	Tue 4/7/15			
53	Deploy MCOLES Approved Configuration in the PROD FileNet P8 Environment	3 days	Tue 3/31/15	Thu 4/2/15	46,50	HTC,DTMB-ECM	
54	End User Training	2 days	Thu 3/26/15	Fri 3/27/15	53SS+	HTC,MCOLES	
55	Configure User Roles and Security	2 days	Fri 4/3/15	Mon 4/6/15	53	DTMB-ECM	
56	Configure Scanning Environment	1 day	Fri 4/3/15	Fri 4/3/15	53	HTC,DTMB,MCOL	
57	Verify Configuration	1 day	Mon 4/6/15	Mon 4/6/15	56	HTC,MCOLES/DTI	
58	Cutover to FileNet P8 Environment	1 day	Tue 4/7/15	Tue 4/7/15	57	HTC,MCOLES/DTI	
59	Production Deployment Completion Milestone	0 days	Tue 4/7/15	Tue 4/7/15	58		
60	Warranty Support (60 Calendar Days)	40 days	Wed 4/8/15	Tue 6/2/15			
61	Address system issues	40 days	Wed 4/8/15	Tue 6/2/15	59	HTC,DTMB-ECM	
62	Fine Tune Imaging, Indexing and FileNet Configuration	40 days	Wed 4/8/15	Tue 6/2/15	59	HTC,DTMB-ECM	
63	Provide Knowledge Transfer to the DTMB-AS and DTMB-ECM Team	10 days	Wed 5/13/15	Tue 5/26/15	59SS+ days	HTC,DTMB,DTMB	

for MCOLES FileNet Migration

Bid Number: 007115B0003745

Submitted on: December 29, 2014 @ 3:00 PM

Submitted to:



Revised on:
January 15, 2015



HTC Global Services, Inc.

3270 West Big Beaver Road
Troy, MI 48084
Ph: 248.786.2500
Fax: 248.786.2515

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1. RATE PROPOSAL **27**

Rate Proposal

Pricing Details

Following is the fixed price details for the services for the proposed engagement. All the project deliverables listed in section 1.3 of the technical proposal as well as in the project schedule are included in the Cost.

S. No.	Description	Price (US \$)
1	MCOLES application migration from FileNet Image Services to FileNet P8 platform as per the defined scope of work	\$ 125,000
2	Index data capture as per the newly defined index fields for approximately 2 million documents that will be migrated from FileNet Image services	\$ 30,000

The above fixed price is based on the following effort estimates:

Solution Design, Development and Deployment

Role	Hours	Rate	Total by Role
FileNet Technical Services Consultant	156	\$ 135	\$ 21,060
FileNet Administrator and Developer	386	\$ 125	\$ 48,250
Imaging SME and Developer	465	\$ 120	\$ 55,800
Gross Total			\$ 125,110

Total above rounded off to \$125,000

Index Data Capture

Task	Hours	Rate	Total Cost
Index Data Capture and Audit for ~2.5 million records	430	\$ 70	\$ 30,100

Total above rounded off to \$30,000

Payment Schedule

Upon acceptance of each deliverable, the State's DTMB Project Manager will send written approval to HTC. Payment for accepted deliverables will be made by the State 60 days after the warranty period begins. In the event of any delay of more than seven business days for reasons beyond HTC's control, the State will pay for deliverables that have been accepted thus far after agreement is reached on an updated timeline for project completion and full implementation of components already paid for. After agreement and invoicing, the State will make its best effort to pay the invoice within five (5) business days but no more than 45 days per Master Contract invoicing terms.

Milestone Event	Milestone Deliverable(s)	Target Completion Date	Cost
MCOLES application migration from FileNet Image Services to FileNet P8 platform	Fully configured TEST FileNet P8 environment with sample migrated data	3/3/2015	\$60,000

Milestone Event	Milestone Deliverable(s)	Target Completion Date	Cost
Index data capture as per defined index fields for approximately 2 million documents that will be migrated from FileNet Image Services	Completed data migration with the data for the additional index fields Migration report	3/31/2015	\$ 30,000
Production cutover to FileNet P8 4.5 platform	Fully configured PROD FileNet P8 environment for MCOLES application Fully configured imaging and indexing solution End user documentation and training	4/1/2015	\$ 50,000
Warranty Support	System stabilization and operations support Knowledge transfer	5/27/2015	\$ 15,000

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. 12
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Rich DeMello	517-930-6301	DeMelloR@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>	1 year	December 21, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$2,308,666.00		
Effectively January 15, 2015 this Contract is hereby amended to update the Contract Compliance Inspector and Program Manager to Rich DeMello. All other terms, conditions, specifications and pricing remain the same. Per agency request 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

CHANGE NOTICE NO. 11
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	517-335-3779	laymant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>	1 year	December 21, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$2,308,666.00		
Effective December 21, 2014, this contract is extended for 1 year. The new contract end date is December 21, 2015. All other terms, conditions, specifications and pricing remain the same. Per vendor agreement, DTMB Procurement approval and the approval of the State Administrative Board on November 25, 2014.				

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. 10
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	517-335-3779	laymant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-284-7030	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$248,000.00		\$2,308,666.00		
<p>Effective November 24, 2014, this Contract is hereby INCREASED by \$248,000.00 to include one (1) FileNet Technical Services Consultant – Administrator to support ORS for awarded Bid# 007115B0003321 (see attached SOW).</p> <p>Resource: John Thurber III - FileNet Technical Services Consultant – Administrator at a not-to-exceed rate of \$125.00 for an estimated 1984 hours.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per vendor agreement and DTMB Procurement approval.</p>				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES STATEMENT OF WORK
for
FileNet Enterprise Content Management (ECM)
DTMB Agency Services for Office of Retirement Services (ORS)**

The FileNet Enterprise Content Management (ECM) is maintained and hosted by DTMB and currently supports multiple agencies, including the Department of Civil Service Commission (DCSC), the Department of Community Health (DCH), the Department of Human Services (DHS), the Department of Licensing and Regulatory Affairs (DLARA), the Department of State (DOS), the Department of State Police (MSP), the Department of Technology, Management, and Budget (DTMB), the Department of Transportation (MDOT), and the Department of Treasury (DOT). Additional agencies may be supported in the future.

ECM services will be provided in a second-tier fashion. The primary support for an agency's ECM needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Agency Services team will create a Statement of Work to contract with a pre-qualified ECM service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of a DTMB supervisor. In that case the ECM Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the FileNet Enterprise Content Management Services and related application development.

Process for obtaining FileNet Enterprise Content Management Services

The State after formalizing a comprehensive Work Request will facilitate a second tier selection process for each Contracting effort. This ECM Work Request template will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

Awards made as a result of any formal Work Request for ECM Services will be subject to the Terms and Conditions of the Primary Contracts listed above. Each award will be issued as a change notice to the applicable Primary Contract.

This is a FileNet Enterprise Content Management (ECM) ITB. Only the pre-qualified Contractors listed below may submit proposals.

Contractor Name	City	State	Contract Number
HTC Global Services, Inc.	Troy	MI	071B2200068
Pyramid Solutions, Inc.	Bingham	MI	071B2200070
HCL America, Inc.	Troy	MI	071B2200069
HP State & Local Enterprise Services, Inc.	Lansing	MI	071B2200091
IBM Corporation	Lansing	MI	071B2200099
Deloitte Consulting	Detroit	MI	071B2200071

This request is issued under your Contract with the Michigan Department of Technology, Management and Budget, Procurement, as established under the FileNetEnterprise Content Management Program.

Project Title: AST FileNet application support	Period of Coverage: 10/27/14-10/26/15
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Requesting Agency: DTMB Agency Services/ Office of Retirement Services (ORS)	Date: 10/07/14
DTMB Buyer: Whitnie Zuker	Phone: (517) 284-7030
Required Skill Category Requested: <ul style="list-style-type: none"> • One (1) FileNet Technical Services Consultant - Administrator <p>See staffing Skillset Criteria section for qualification details to fulfill this position.</p>	
Brief Description of Services to be provided:	
<p>This request is for one (1) FileNet Technical Services Consultant - Administrator with FileNet 4.5.x and higher experience that is certified in FileNet P8. The FileNet Technical Services Consultant will support the applications developed and maintained that are vital to ORS's day-to-day business operations.</p> <p>The State is not requesting a team of resources. The State is only interested in responses offering one (1) full-time resource to provide ongoing support for ORS's day-to-day business operations. It is preferred that the resource will work on-site in Dimondale, MI. However, the State may be willing to accept remote-in accessibility for the awarded resource - preferably no more than two (2) days a week.</p> <p>BACKGROUND: The development, support, maintenance and enhancement of ORS applications is an on-going activity which is triggered by changes in federal and state regulations, evolving business needs, opportunities for improving business processes, continued software and hardware upgrades, and break fixes. The applications developed and maintained using resources from this contract are vital to ORS's day-to-day business operations.</p> <p>PROJECT OBJECTIVE: The FileNet Technical Services Consultant- Administrator will provide day to day FileNet P8, document management and workflow application support to the Application Support team. Maintain and trouble shoot production issues. Be the SME (Subject Matter Expert) for application related document management and workflow requests. This includes management of production, disaster recovery and development environments for document management and workflow processes; resolving end user issues; maintenance and break/fix of existing systems; development and implementation of system enhancements.</p>	
SCOPE OF WORK:	
<p>Technical support is required to assist with but not limited to, the following tasks:</p> <ul style="list-style-type: none"> • Administer and support FileNet P8 systems on a daily basis • Administer and support FileNet P8 business process management systems • Administer and support FileNet P8Capture Manager to enable the scanning/indexing team to import images into FileNet P8 • Participate in the upgrade of FileNet from version 4.5 to 5.X • Evaluate user requests for new programs or modified program components to determine feasibility, cost and time required, compatibility with current systems, and computer capabilities • Analyze business requirements, generate project specifications, and convert specifications into code and develop technical designs in consultation with other technical experts • Work with senior system analyst architects to set direction of design and development for application development projects • Code Solutions following technical design and apply knowledge of computer programming techniques and computer languages • Develop unit test plans, test data and scripts for application validation and verification • Perform extensive analysis and design working on projects of all sizes that require exposure to all aspects of the project life cycle and creating and maintaining documentation in conformance with established standards • Review technical designs and specifications for completeness and conformance to quality standards, especially as a mentor to less experienced developers • Diagnose and provide FileNet technical solutions for application any application issues that arise. 	
APPROVAL OF DELIVERABLES, IN GENERAL:	
<p>(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 2.252, to be led by the State with the support and assistance of</p>	

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.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 2.252.

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. 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.

(f) The State, at any time and in its reasonable discretion, may halt the testing 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the 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 Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB to develop formal acceptance criteria.

1. Deliverables will not be considered complete until both the DTMB and ORS Project Managers have formally signed off on approval or acceptance of said deliverables
2. Documentation must be complete and meet state standards
3. System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A weekly progress report must be submitted to the DTMB and ORS Project Managers throughout the life of this project. This report must be submitted separately to the DTMB and ORS Project Manager; however, a copy must be submitted with the billing invoice for reconciliation purposes. Each weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the current reporting period, and the cumulative total to date for the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions.
4. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
5. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and material basis and will be paid monthly. DTMB will pay CONTRACTOR upon receipt of properly completed invoices 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 Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager 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.

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 DTMB Buyer for this project is:

Whitnie Zuker, IT Buyer
Michigan Department of Technology, Management and Budget

Constitution Hall
525 W. Allegan, 1st Floor
Lansing, MI 48913
Phone: 517-284-7030
Fax: 517-355-0046
Email: zuckerw@michigan.gov

AGENCY RESPONSIBILITIES:

Agency standards, if any, in addition to DTMB standards, including SUITE processes and documentation.

The State may provide necessary on-site office accommodations with necessary equipment (PC, phone, printer and copier), site access, and/or privileges granted for data access when needed.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

It is preferred that the resource will work on-site in Dimondale, MI. However, the State may be willing to accept remote-in accessibility for the awarded resource - preferably no more than two (2) days a week.

On-Site location:

General Office Building
07150 Harris Drive
Dimondale, Michigan 48821

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

The State is not obligated to provide State management of assigned work or access to state personnel assigned to this project outside of normal State working hours. The State reserves the right to modify work hours.

Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

Skill Set Criteria

Responses will be evaluated on the following criteria:

Prior Experience and validation of references.

	Skill Sets	Weight
1	Certified FileNet P8	30
2	Experience installing and configuring FileNet P8 environments.	20
3	3+ years of experience with IBM FileNet P8 4.5 and higher as an administrator	20
4	5 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages	15
5	Experience with FileNet workflow, ability to diagnose and troubleshoot workflow issues.	15

The tier II award will be made to the responsive and responsible bidder who offers the best value to the State of Michigan. Interviews may be taken into consideration when the State makes a best value award. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in Skill Set Criteria, interviews, and price.

INFORMATION REQUIRED FROM CONTRACTORS

CANDIDATE INFORMATION

1. Name and date of availability of the candidate.
2. The resume(s) of the actual individual(s) proposed
3. The results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.

4. The results of a criminal background check and any additional screening required by a specific work statement to meet agency requirements upon award.
5. Verification of a candidate's permission to work in the United States.
6. Payment Rate for each resume submitted. Payment rates may not exceed the rates in the Contract. However, the Payment rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities.
7. During the response period, the Contractor may request any clarification needed on the Statement of Work.

RATE PROPOSAL

All rates quoted in contractor's response to this work request will be firm for the duration of the contract. No price increase will be permitted. Contractors are encouraged to provide onsite and remote pricing.

Staffing Position Required	Estimated Hours
One (1) FileNet Technical Services Consultant - Administrator	1984

PROPOSAL SUBMITTAL

CONTRACTORS MAY SUBMIT UP TO THREE (3) QUALIFIED CANDIDATES FOR THE ONE POSITION REQUESTED

Submit 1 copy of each qualified name and resume and 1 copy of the Rate Proposal in accordance with the following instructions:

- Submit all bids ELECTRONICALLY via BUY4MICHIGAN NO LATER THAN 3:00 P.M. ON THE DUE DATE AS INDICATED ON BUY4MICHIGAN.
- Submit with your proposal a signed cover letter with the company name, contact name and phone number, contact email address, vendor ID number, and ITB number.
- All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks).
- **Contractors are encouraged to provide onsite and remote pricing.**

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

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	517-335-3779	laymant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$220,000.00		\$2,060,666.00		
Effective October 1, 2014, this Contract is hereby INCREASED by \$220,000.00 for the extension of State's Work Request ITB-JK-ECM-0001 for named resource: Somu Sundaram, one (1) FileNet Financial Architect Services Consultant @\$135.00 per hour for approximately 1629 hours to assist the Department of Technology, Management and Budget (DTMB) in providing FileNet services for the Department of Community Health (DCH) Medicaid systems until 9/30/15. All other terms, conditions, specifications and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
 MANAGEMENT AND BUDGET
 IT SERVICES
 for
 FileNet Enterprise Content Management (ECM)
 STATEMENT OF WORK
 RESOURCE EXTENSION per ITB-JK-ECM-0001**

The FileNet Enterprise Content Management (ECM) is maintained and hosted by DTMB and currently supports multiple agencies, including the Department of Civil Service Commission (DCSC), the Department of Community Health (DCH), the Department of Human Services (DHS), the Department of Licensing and Regulatory Affairs (DLARA), the Department of State (DOS), the Department of State Police (MSP), the Department of Technology, Management, and Budget (DTMB), the Department of Transportation (MDOT), and the Department of Treasury (DOT). Additional agencies may be supported in the future.

ECM services will be provided in a two-tier fashion. The primary support for an agency's ECM needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Agency Services team will create a Statement of Work to contract with a pre-qualified ECM service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of a DTMB supervisor. In that case the ECM Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the FileNet Enterprise Content Management Services and related application development.

This Revised Statement of Work ("Revised SOW") is issued under the terms of the Contract 071B2200068 between HTC Global ("Contractor" or "Vendor") and the DTMB Procurement, as established under Work Request JK-ECM-0001, Purchase Order (PO) 084N3201535/Change Notice 2 and 084N4302427/Change Notice 7.

Project Title: ECM Technical Architect	Updated Period of Coverage: 08/27/2012 – 09/30/15
Requesting Department: DTMB/CS/DCH	Date: 11/06/14
DTMB Project Manager: Brian Gallup	Phone: 517-241-7145
DTMB Buyer: Whitnie Zuker	Phone: 517-284-7030

Brief Description of Services to be provided:
 The State initially established this resource, Somu Sundaram, under Contract 071B2200068 with HTC Global through Change Notice 2 and Change Notice 7 for the time period of 08/27/2012 – 09/30/14.

Advice of Change (AOC) to is required for PO 084N4302427 to add additional \$220,000.00 (\$135.00 per hour for approximately 1629 hours) to cover ongoing Services until 09/30/15 to assist the Department of Technology, Management and Budget (DTMB) in providing FileNet development for the Department of Community Health Medicaid systems administration support and technical architectural expertise with various projects but not limited to: FileNet P8 4.5 upgrade to 5.x, IBM System Dashboard and System Monitor Implementation, Implementing WebSphere Network Deployment, LDAP Migrations form Sun One 5.x to Tivoli, IBM DataCap, IBM ICC, and FileNet P8 Expansion.

BACKGROUND:
 The Department of Management and Budget (DTMB) has recognized the growing need for a document management solution at the enterprise level for several years. The State first adopted an imaging standard in 2007 based on the Document and Records Management products installed. Each of these systems required the purchase of servers and software to host the application, storage media for documents, consulting support for

implementation, and staff to administer the system. Most small agencies, and many large agencies, were unable to take advantage of these capabilities due to staffing and budget constraints, yet their need for the benefits of this technology continued to grow.

In 2008, DTMB began an initiative to address the increasing need for shared technology services to lower cost and to improve disaster recovery capabilities in the ever-expanding world of distributed systems. One of the many problems to be addressed was the need for a technology service to meet the challenges of managing documents and various other content and the processes that surround them. DTMB recognized that the technologies that support imaging and document management had evolved over the years into a comprehensive suite of products known as Enterprise Content Management (FileNet ECM). With this in mind, a business plan and cost model were developed for such a service offering based on FileNet ECM technology. The initiative was cancelled due to lack of funding for the shared system.

In 2010, the several agencies expressed an interest in sharing FileNet FileNet ECM. A cost recovery model is being established and charge backs to the agencies are accomplished through monthly billings based on their usage of the service. This type of chargeback provides agencies a more affordable method for utilizing this technology. Sharing the cost of software, hardware, administration, and support now makes enterprise content management a cost effective solution for imaging, document/content management, business process management/workflow, and electronic forms. Small agencies now feel they can reap the benefits of technology that before was out of the range of their budgets. Larger agencies also benefit from the economies of scale an enterprise solution offers. This enterprise solution provides process improvement capabilities, security of documents, ease of retrieval, etc. and thereby improves the overall service delivery capabilities to the citizens of Michigan.

In June 2011, The Department of Community Health (DCH) upgraded its FileNet P8 installation to allow for future expansion based on the design of the enterprise model developed in 2009. This new system, offers document/content management, imaging, and business process management/workflow capabilities, and includes a storage component suitable for the various needs of retention and compliance. The service was also built from the start with a disaster recovery environment using replicated object storage, replicated databases, and highly available software services.

In September 2011, several agencies, Department of State, Treasury Department and the Department of Human Services have launched projects to implement ECM solution on the new DDCH Enterprise FileNet P8 system.

In January 2013, the DCH FileNet operations group became part of the state of Michigan's ECM enterprise service. This required customer services supporting DCH FileNet-based applications to create their own development and maintenance group. This contracted position remains with customer services supporting DCH and did not transition to the enterprise service group.

PROJECT OBJECTIVE:

Senior level consultant to join the DTMB CS/DCH/Medicaid/MMIS group serving as Technical consultant/developer supporting community health FileNet based systems, which includes, but not limited to: FileNet P8, Rightfax, DataCap, and IBM ICC solutions.

SCOPE OF WORK:

Technical Architect will be directly responsible for, but not limited to:

- Provide and maintain application design deliverables for many applications on the P8 4.5 and 5.x platform
- Design and develop FileNet P8 based applications with expert knowledge on AE/CE/PE and BPF
- Upgrade of Department of community health FileNet P8 4.5 systems to 5.x
- Define strategies and solutions to improve the application design and development standards
- Work with peers to ensure that applications developed on the P8 platform meet or exceed business requirements for application standards, stability, performance, availability and usage.
- Lead in troubleshooting issues.

TASKS:

Technical support is required to assist with the following tasks, but not limited to:

- Attend all meetings scheduled by State of Michigan staff intended to facilitate the collection of requirements from various DCH Medicaid departments.
- Attend all meetings scheduled by State of Michigan staff intended to collect project status and to complete all phases of the System Life Cycle (SLC).
- Attend Release Planning meetings.
- Assist DTMB staff in documenting gathered requirements for DCH Medicaid systems
- Assist in the design, development and implementation solutions based on gathered business

requirements that will utilize the Datacap environment and remain consistent with previously implemented solutions whenever possible and still meet the business requirements.

- Assist in the design, development and implementation solutions based on gathered business requirements that will utilize the FileNet workflow capabilities.
- Assist in the estimating of the effort to implement the service requests.
- Provide application support through any implementation's SLC phases up to and including post-implementation metrics reporting.
- Provide Maintenance and Operations support for implemented systems.
- Transition support to State of Michigan staff for implemented solutions that includes an operations guide.
- Provide weekly status reports to the State of Michigan Managers.
- Follow all State of Michigan Change Request processes.
- Assist in developing the Project Schedule based on the tasks assigned and the detailed estimate of effort required per task.

DELIVERABLES:

Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them.

Deliverables for this project include, but are not limited to:

Weekly Time Sheets: Each Friday, a time sheet will be completed and submitted to the DTMB project lead. The time sheet will list the week's Services performed and actual hours worked.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 2.525, 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.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 2.525.

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. 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.

(f) The State, at any time and in its reasonable discretion, may halt the testing 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the 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 Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the DTMB Project Managers throughout the life of this project. Each bi-weekly progress report must contain the following:

6. **Hours:** Indicate the number of hours expended during the past two week period, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
7. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
8. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
9. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
10. **Issues:** Indicate major issues/risks/changes, real or perceived, in relation to the scope of this SOW, and recommend resolutions. Describe any issues that may result in changes to the statement of work, deviations from the project budget, or delays in the established time line.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards, including SUITE processes and documentation. Documentation must be complete and meet state standards
System documentation must meet DTMB standards
State of Michigan Project Management Methodology (PMM)
State of Michigan Systems Engineering Methodology (SEM)

PAYMENT SCHEDULE

Payment will be made on a time and material basis and will be paid monthly. DTMB will pay CONTRACTOR upon receipt of properly completed invoices 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 Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager 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.

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

PRICING SUMMARY

Not-to-Exceed Hourly Rate of \$135.00 for the extension will remain consistent with the already awarded not-to-exceed hourly rate per Contract Change Notice # 7 To complete the work of this Revised Statement of Work, professional services will be provided by the Contractor as agreed upon between the Contractor and State as long as the Total Professional Services Cost is not exceeded.

Total Professional Services Not-to-Exceed Cost - \$220,000.00 (\$135.00 per hour for approximately 1629 hours)

EXPENSES:

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

PROJECT CONTACTS:

The DTMB Project Manager is:

Brian Gallup
DTMB Agency Services – DCH
Chandler Building – 2nd Floor
300 E. Michigan Ave
Lansing, MI 48913
517-241-7145
Email: GallupB@michigan.gov

The DTMB Contract Administrator for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations
517-284-7030
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

The DTMB/AS/DCH will provide necessary on-site office accommodations with necessary equipment (PC, phone, printer and copier), site access, and privileges granted for data access.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 300 E. Michigan Ave, Chandler Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same base hourly rate. The State will not pay overtime.

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. 8
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	517-335-3779	laymant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$102,206.00		\$1,850,526.00		

Effective September 15, 2014, this Contract is INCREASED by \$102,266.00 and the following two resources are incorporated into this contract based on the State's work request #007114B0002618 (see attached Statement of Work). Between the two resources a maximum of 818 hours is available and can be allocated as needed by the State. HTC will be providing new project services that are listed in the Statement of Work. A split award resulted from the above work request.

FileNet Resource: Arunandhi Rathinam – Technical Service Consultant at \$125.00/hour. The initial time period is September 15, 2014 through September 30, 2015.

DataCap Resource: Natarajan Kaliyamoorthy – Technical Service Consultant at \$125.00/hour. The initial contract period is September 15, 2014 through September 30, 2015.

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



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
 MANAGEMENT AND BUDGET
 IT SERVICES STATEMENT OF WORK
 for
 DTMB Agency Services Center for Shared Solutions
 Enterprise Content Management Support
 & DTMB Agency Services (MDOS) Work Request**

The FileNet Enterprise Content Management (ECM) application is maintained and hosted by DTMB and currently supports multiple agencies, including the Department of Civil Service Commission (DCSC), the Department of Community Health (DCH), the Department of Human Services (DHS), the Department of Licensing and Regulatory Affairs (DLARA), the Department of State (DOS), the Department of State Police (MSP), the Department of Technology, Management, and Budget (DTMB), the Department of Transportation (MDOT), and the Department of Treasury (DOT). Additional agencies may be supported in the future.

The Center for Shared Solutions (CSS) ECM Support Team services will be provided in a second-tier fashion. The primary support for an agency's ECM needs will come from its associated DTMB Agency Services team which serves as front-line (Tier one) support. Where this is not possible, due either to lack of skills or resource shortages, the DTMB Agency Services team will create a Statement of Work to contract with a pre-qualified DTMB service Contractor(s) to provide appropriate support. That support may come in the form of staff augmentation where Contractor(s) staff works side by side with DTMB staff under the direction of a DTMB supervisor, or separately if applicable. In either case, the DTMB Contractor(s) must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the FileNet DTMB A/S and CSS ECM Services and related application development.

Process for obtaining FileNet Enterprise Content Management and DataCap Services

The State after formalizing a comprehensive Work Request will facilitate a second tier selection process for each Contracting effort. This DTMB Work Request will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

Awards made as a result of any formal Work Request for DTMB CSS ECM or Agency Services support will be subject to the Terms and Conditions of the Primary Contracts listed in the table below. Each award will be issued as a change notice to the applicable Primary Contract.

This is a FileNet Center for Shared Solutions (CSS) Enterprise Content Management (ECM) Support Team ITB. Only the pre-qualified Contractors listed below may submit proposals.

Contractor Name	City	State	Contract Number
HTC Global Services, Inc.	Troy	MI	071B2200068
Pyramid Solutions, Inc.	Bingham	MI	071B2200070
HCL America, Inc.	Troy	MI	071B2200069
HP State & Local Enterprise Services, Inc.	Lansing	MI	071B2200091
IBM Corporation	Lansing	MI	071B2200099
Deloitte Consulting	Detroit	MI	071B2200071

This request is issued under your Contract with the Michigan Department of Technology, Management and Budget, Procurement, as established under the FileNet Enterprise Content Management Program.

Project Title: MDOS Enterprise Document Management and Imaging Solutions	Period of Coverage: 08/01/14-09/30/15
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Requesting Agency: Michigan Department of State	
DTMB Buyer: David Hatch	Phone: (517) 284-7044
Required Skill Category Requested: <p>This request allows for a single Candidate with both FileNet and DataCap experience, OR two separate Candidates – one having FileNet Experience and one having DataCap experience to provide pre-production and post-production support. Depending on the skill set of the Candidate(s) submitted this request <u>may be awarded to one or more ECM Pre-qualified Contractors.</u></p> <ul style="list-style-type: none"> • One (1) FileNet/DataCap Technical Services Consultant, Pre-Production and Post-Production Support or, <ul style="list-style-type: none"> • One (1) FileNet and One (1) DataCap Technical Services Consultant(s), Pre-Production and Post-Production Support <p>See staffing Skillset Criteria section below for further details to fulfill this position.</p>	
Brief Description of Services to be provided: The IBM FileNet and DataCap Technical Services Consultant(s) will support vital applications for all affected groups within the Michigan Department of State (MDOS).	
BACKGROUND: The development, support, maintenance and enhancement of IBM FileNet and support-related applications is an on-going activity triggered by evolving business needs, opportunities for improving business processes, continued software and hardware upgrades, break/fixes and enhancements to the error correction workflow solution. The applications developed and maintained are vital to MDOS day-to-day business operations and workflow. <p>The estimated initial time frame for this work request will be 08/01/14-09/30/15 with the ability to extend.</p>	
PROJECT OBJECTIVE: The purpose of this request is for the Consultant(s) to provide supplemental services and technical expertise so that DTMB Agency Services (AS) can fully support the MDOS IBM FileNet P8 and IBM DataCap Taskmaster Capture software applications. <p>Throughout the duration of this and other FileNet projects the Consultant(s) will provide emergency and day-to-day support on an as needed basis.*</p> <p>The Consultant(s) will provide project leadership/assistance and technical knowledge transfer to DTMB AS for the design, customization, integration, implementation, migration and production support of the IBM FileNet and IBM DataCap Taskmaster Capture product family and combine these to develop an independent Content Management Solutions and Support team.</p> <p>The Consultant(s) will trouble shoot FileNet and DataCap issues, and serve as SME (Subject Matter Expert) for all application-related FileNet and DataCap requests outside of DTMB AS expertise. Furthermore, the Candidate(s) will provide support for the install as well as scanning, imaging and data migration functions within these applications as needed.</p> <p>*An emergency support example could consist of the Candidate(s) assisting DTMB AS in troubleshooting for unplanned break/fix issues. An example of day-to-day support could be if DTMB AS does not have the expertise to complete required requests and/or functions which then requires the Consultant(s) to provide short-term duration support. In addition, day-to-day support could also consist of DTMB AS having the ability to reach out to the Consultant(s) when DTMB AS needs technical assistance.</p>	
SCOPE OF WORK: Provide technical knowledge and project leadership/assistance and technical knowledge transfer to DTMB AS for the design, customization, integration, implementation, migration and production support of the IBM FileNet and IBM DataCap Taskmaster Capture product family and combine these to develop content management solutions. These technical services include, but not limited to, the following: <ul style="list-style-type: none"> • Enterprise planning and design • System implementation • Deployment architecture • Resource planning and system sizing 	

- Transition planning
- Legacy system conversion
- Content migration and federation
- Media migration
- Workflow and process modeling
- Security and access control modeling
- Disaster recovery configuration
- Best practices development
- Technical Integration Services to other COTS (i.e. SAP, Siebel)
- Knowledge Transfer
- Documentation of workflows, process models, technical design plans

TASKS: Technical support is required to assist with, but not limited to, the following tasks:

- Administer and support IBM FileNet P8 systems and Capture Manager
- Administer and support IBM FileNet P8 and Capture Manager business process management systems
- Administer and support IBM FileNet P8 and Capture Manager and to enable the scanning/indexing team to import images into FileNet P8
- Evaluate user requests for new programs or modified program components to determine feasibility, cost and time required, compatibility with current systems, and computer capabilities
- Analyze business requirements, generate project specifications, and convert specifications into code and develop technical designs in consultation with other technical experts
- Work with senior system analyst architects to set direction of design and development for application development projects
- Code Solutions following technical design and apply knowledge of computer programming techniques and computer languages
- Develop unit test plans, test data and scripts for application validation and verification
- Perform extensive analysis and design working on projects of all sizes that require exposure to all aspects of the project life cycle and creating and maintaining documentation in conformance with established standards
- Review technical designs and specifications for completeness and conformance to quality standards, especially as a mentor to less experienced developers

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of 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.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with the **"Required Skill Category Requested"** Section. The State has forty-five (45) days to notify the Contractor(s) in writing for correction of any deficiencies identified.

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, 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 thirty (30) days and at Contractor's expense for all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. 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.

(f) The State, at any time and in its reasonable discretion, may halt the testing 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the 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 Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order which in accordance with the standard State Review Period, shall be forty-five (45) Business Days for a Service Deliverable. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved or accepted in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order which in accordance with the standard State Review Period, shall be forty-five (45) Business Days for a Service Deliverable. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved or accepted in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval or acceptance of the Deliverable (or at the State's election, subsequent to approval or acceptance of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) 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 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 Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB AS to develop formal acceptance criteria.

1. Deliverables will not be considered complete until both the DTMB Project Manager, and MDOS Project Manager have formally signed off on approval or acceptance of said deliverables
2. Documentation must be complete and meet state standards
3. System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A progress report will be required and must be submitted to the DTMB and Agency Project Managers throughout the life of this project. Initially, the report will be required bi-weekly, and will be required weekly in later stages of the project. This report must be submitted separately to the DTMB and Agency Project Manager; however, a copy will be submitted with the billing invoice for reconciliation purposes. Each weekly/bi-weekly progress report must contain the following:

11. **Hours:** Indicate the number of hours expended during the past one/two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
12. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period, as well as by whom.
13. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
14. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
15. **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and material basis and will be paid monthly. DTMB will pay CONTRACTOR upon receipt of properly completed invoices 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 Project Manager and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager 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.

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.

CONTACTS:

The DTMB Buyer for this project is:

David Hatch
Michigan Department of Technology, Management and Budget
IT Buyer
Constitution Hall
525 W. Allegan, 1st Floor
Lansing, MI 48913
Phone: 517-284-7044
Fax: 517-355-0046
Email: hatchd@michigan.gov

DTMB/AGENCY RESPONSIBILITIES:

Agency standards, if any, in addition to DTMB standards, including SUITE processes and documentation.

The State may provide necessary on-site office accommodations with necessary equipment (PC, phone, printer and copier), site access, and/or privileges granted for data access when needed.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will be able to work off-site with approval from the State. When requested by the State, consultants must work on-site at the State of Michigan location designated by the state. Sites include but are not limited to:

SOS Complex
7064 Crowner Drive
Lansing, MI 48918

Operations Center
7285 Parsons Drive
Lansing, MI 48913

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

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

The State is not obligated to provide State management of assigned work or access to state personnel assigned to this project outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

Skill Set Criteria Responses will be evaluated on the following criteria:

One Candidate with FileNet and DataCap experience.

	Skill Sets	Weight
1	Certified FileNet P8	15
2	Certified DataCap 8.0 Deployment/Solution	15
3	Experience installing and configuring FileNet P8 environments	10
4	Experience installing and configuring Capture Manager environments.	10
5	3 years experience with IBM FileNet P8	15
6	3 years experience with DataCap Taskmaster Capture	15
7	3 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages	10
8	Experience with FileNet workflow, ability to diagnose and troubleshoot workflow issues	5
9	Experience with DataCap workflow, ability to diagnose and troubleshoot workflow issues	5

OR

Two Candidates – one with FileNet experience and one with DataCap Experience.

FileNet skill set criteria

	Skill Sets	Weight
1	Certified FileNet P8	25
2	Experience installing and configuring FileNet P8 environments	20
3	3 years experience with IBM FileNet P8	25
4	3 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages	20
5	Experience with FileNet workflow, ability to diagnose and troubleshoot workflow issues	10

DataCap skill set criteria

	Skill Sets	Weight
1	Certified DataCap 8.0 Deployment/Solution	25
2	Experience installing and configuring Capture Manager environments.	20
3	3 years experience with DataCap Taskmaster Capture	25
4	3 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages	20
5	Experience with DataCap workflow, ability to diagnose and troubleshoot workflow issues	10

The tier II award will be made to the responsive and responsible bidder who offers the best value to the State of Michigan. Interviews may be taken into consideration when the State makes a best value award. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in Skill Set Criteria, interviews, and price.

INFORMATION REQUIRED FROM CONTRACTORS

CANDIDATE INFORMATION

8. Name and date of availability of the candidate for each requested position.
9. The resume(s) of the actual individual(s) proposed
10. The results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.
11. The results of a criminal background check and any additional screening required by a specific work statement to meet agency requirements upon award.
12. Verification of a candidate's permission to work in the United States.
13. Payment Rate for each resume submitted. Payment rates may not exceed the rates in the Contract. However, the Payment rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities.
14. A signed commitment letter from the individual referencing the SOW number, with the candidate's name, signature, and date. Blanket commitment letters for all ITB's will not be accepted.
15. During the response period, the Contractor may request any clarification needed on the Statement of Work.

RATE PROPOSAL

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

Staffing Position Required	Estimated Hours
One (1) FileNet and DataCap Technical Services Consultant, Pre-Production and Post-Production Support	2050

Or

Staffing Position Required	Estimated Hours
One (1) FileNet Technical Services Consultant, Pre-Production and Post-Production Support	2050 hours shall be divided among the Candidates if this option is selected by the State.
One (1) DataCap Technical Services Consultant, Pre-Production and Post-Production Support	

PROPOSAL SUBMITTAL

Submit 1 copy of each qualified name and resume and 1 copy of the Rate Proposal in accordance with the following instructions:

- Submit all bids ELECTRONICALLY via BUY4MICHIGAN NO LATER THAN 3:00 P.M. ON THE DUE DATE AS INDICATED ON BUY4MICHIGAN.
- Submit with your proposal a signed cover letter with the company name, contact name and phone number, contact email address, vendor ID number, and ITB number.
- All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks).

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. 7
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	517-335-3779	laymant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zukerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$220,000.00		\$1,748,320.00		

Effective immediately, this Contract is hereby INCREASED by \$220,000.00 for the extension of State's Work Request ITB-JK-ECM-0001 for named resource: Sono Singh, one (1) FileNet Financial Architech Services Consulstant @\$135.00 per hour. All other terms, conditions, specifications and pricing remain the same. Per vendor 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 6, 2013

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	(517) 335-3779	laymant@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$450,000.00			\$1,300,160.00	

Effective immediately, this Contract is hereby INCREASED by \$450,000.00 per State's work request ITB-0071141113B0000251.

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

Per vendor 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 6, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	(517) 335-3779	laymant@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$177,000.00		\$850,160.00		
Effective immediately, this Contract is hereby INCREASED by \$177,000.00 to include Fixed Price Deliverable based on ITB-JK-ECM-0003, Statement of Work for ECM services.				
All other terms, conditions, specifications and pricing remain the same.				
Per vendor agreement and DTMB Procurement approval.				

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

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Tess Layman	(517) 335-3779	laymant@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
<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"/>		December 21, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$228,160.00		\$673,160.00		

Effective immediately, the following resource is incorporated into this contract, based on the State's work request ITB-JK-ECM-0005

Named Resource: Suryan Arayana Krishnareddy

Rate: \$115.00/ hour

This Contract is also INCREASED by \$228,160.00.

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

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
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 P.O. BOX 30026, LANSING, MI 48909
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CHANGE NOTICE NO. 2
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HTC Global 3270 W. Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
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CONTRACT SUMMARY:				
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 6, 2011	December 21, 2014	1,1 Yr. Option	December 21, 2014	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
<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"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$270,000.00		\$445,000.00		
Effective immediately, the following resource is incorporated into this contract, based on the State's work request ITB-JK-ECM-0001				
Named Resource: Sonu Singh				
State's Work Request: ITB-JK-ECM-0001 for One (1) FileNet Technical Architect Services Consultant.				
Vendor's Work Request Response: Dated October 16, 2012 to work request ITB-JK-ECM-0001.				
All other terms, conditions, specifications and pricing remain the same.				
Per vendor 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

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200068
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
HTC Global 3270 West Big Beaver Road Troy, MI 48084	James Joseph	James.joseph@htcinc.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 530-2528	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Tess Layman	(517) 335-3779	layman@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: 431/391-RFP ELECTRONIC DOC MGMT-C2011062			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 06, 2011	December 21, 2014	1, 1 Yr. Option	December 21, 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:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
<p>Effective immediately, this Contract is hereby INCREASED by \$175,000.00 to include the fixed price deliverable based on ITB-TH-ECM-003, Statement of Work (SOW) for ECM services.</p> <p>All other terms, conditions, specifications, and pricing remain the same.</p> <p>Per vender agreement and DTMB Procurement approval.</p>		
VALUE/COST OF CHANGE NOTICE:	\$175,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$175,000.00	

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET December 21, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200068
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR HTC Global 3270 West Big Beaver Road Troy, MI 48084 Email: james.joseph@htcinc.com		TELEPHONE James Joseph (248) 530-2528
		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: 431/391-RFP ELECTRONIC DOC MGMT-C2011062		
CONTRACT PERIOD: 2 yrs. + 1 one-year options From: December 06, 2011 To: December 21, 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:		

The terms and conditions of this Contract are attached.

Estimated Contract Value: \$1.00

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

CONTRACT NO. 071B2200068
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR HTC Global 3270 West Big Beaver Road Troy, MI 48084 Email: james.joseph@htcinc.com	TELEPHONE James Joseph (248) 530-2528 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1638 Reid Sisson
Contract Compliance Inspector: 431/391-RFP ELECTRONIC DOC MGMT-C2011062	
CONTRACT PERIOD: 2 yrs. + 1 one-year options From: December 06, 2011 To: December 21, 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: The terms and conditions of this Contract are those of RFP 084R1300126, 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: \$1.00	

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

FOR THE CONTRACTOR: HTC Global Firm Name	FOR THE STATE: Signature Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title DTMB, Procurement
Authorized Agent (Print or Type)	Division
Date	Date



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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The Michigan Department of Technology, Management, and Budget (DTMB) has issued this request for proposal (RFP) to obtain proposals to establish a prequalified program to provide certified FileNet Enterprise Content Management Services, in order to implement storage and metadata collection on documents, to enable storage and retrieval by state applications, and to migrate paper files to electronic storage. The intent of this solicitation is to select multiple contractors who have demonstrated the ability as Software Value-Plus Authorized for IBM FileNet ECM, to provide FileNet services, and that will be able to provide fixed price bids on the type of services listed below when the State has a need.

1.002 Background

DTMB supports and operates multiple Enterprise Content Management systems for its client agencies. These systems are in need of upgrade and migration. Examples include, but are not limited to:

- The Department of Community Health (DCH) utilizes Enterprise Content Management in five business areas. The solution utilizes FileNet P8 4.5 and is supported by DTMB Agency Services supporting DCH.
- The Department of Human Services (DHS) spends over a million dollars a year for storage and copying of paper case files and postage to transfer paper case files between local offices and Central Office. On occasion these paper case files are lost and jeopardize Federal audits. To address this issue DHS has implemented an Electronic Document Management solution for their Bridges application that integrates with the DCH FileNet environment. It is currently in pilot in one local office.
- The Department of Treasury Electronic Document Management System currently uses FileNet Panagon and intends to migrate to FileNet P8.

DTMB envisions using services under this Contract for specific projects to be identified in future individual Statements of Work. Examples of work the State may have performed under this Contract include, but are not limited to:

- Installation of IBM Case Manager for in-place or new test, development or production environments
- Upgrade existing IBM FileNet P8 4.5 environment to IBM FileNet P8 5.x
- Migrate existing IBM FileNet Image Services systems to an existing IBM FileNet P8 platform
- Scoping and requirements analysis for applications deploying in IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets
- Design and prototyping of IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets applications
- Out-of-the-box configuration of IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets applications
- Integration of IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets applications to line-of-business systems
- Testing of IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets applications
- Training for IBM Case Manager, Workplace XT, or ECM Widgets deployed applications
- Application Support of deployed IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets applications
- Project Management for IBM Case Manager, Custom Workplace, Workplace XT, or ECM Widgets projects



-
- Installation/review of workflow and application security.
- Provide application maintenance and enhancements for the DHS Bridges Indexing application (custom application based on IBM Workplace)
 - Support for Model Office Pilot
 - Support for State Wide Roll-out
- Develop an automated interface for the new Michigan Statewide Automated Child Welfare Information System (MISACWIS) based on requirements
 - Participate in business requirement sessions
 - Design the interface
 - Develop the interface
 - Test and implement the interface
 - Document the interface
- Develop a document upload interface for DHS Human Resources MI Bridges application
 - Participate in business requirement sessions
 - Design the interface
 - Develop the interface
 - Test and implement the interface
 - Document the interface

1.100 Scope of Work and Deliverables

1.101 In Scope

FileNet Support Services to include, but are not limited to the following:

- Business Requirements Development, including
 - Best practices development
 - Proof of Concept / Demonstration
- Solution and Resource Consulting, Analysis, sizing
- Enterprise Planning, Design and Prototyping, including
 - Deployment architecture
 - Workflow and process modeling
 - Security and access control modeling
 - Disaster recovery configuration
- Software Implementation, including:
 - New Installation
 - New Instance Implementation
 - Version upgrade
 - Patch-fix
 - Out-of-the-box configuration
 - Technical Integration Services to other COTS (i.e. SAP, Siebel)
 - Technical Integration Services to State of Michigan custom applications
 - Testing
- System Migration, including:
 - Legacy system conversion
 - Content migration and federation
 - Media migration
- Project Management
 - Transition planning
- Knowledge Transfer, including
 - Documentation
 - Administrative Staff Training

1.102 Out Of Scope

- IBM FileNet Software Licenses
- IBM FileNet Software Maintenance



1.103 Environment

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

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

Enterprise IT Security Policy and Procedures:

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

The State's security environment includes:

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

IT Strategic Plan:

<http://www.michigan.gov/itstrategicplan/0,1607,7-222-39817-192234--,00.html>

The State Unified Information Technology Environment (SUITE):

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

Agency Specific Technical Environment

DTMB is establishing an enterprise-wide FileNet Center of Excellence that will become the solution offering for all future FileNet Document Management services. This will stand as the target for migration of existing legacy FileNet solutions. Technical details of the FileNet Center of Excellence are:

- FileNet P8 4.5, load balanced across Hosting Centers
- Virtual Application and Web Servers, Windows 2008 R2
- Sun v490 Servers, Solaris 10, Oracle Database Enterprise Edition 11g
- FileNet Workplace Web Tools
- Microsoft Internet Explorer 6 and Internet Explorer 8



-
- IBM Cognos Reporting tools
- Interfaces: Java, .NET, API
- Current enhancements under way:
 - Implementation of IBM DataCap and FileNet System Monitor
- Classes of users: external and internal
- Other systems/applications requiring integration
 - CHAMPS – Community Health Automated Medicaid Processing System
 - MI Bridges - Assistance Eligibility Application System
 - MISACWIS – Michigan Automated Child Welfare Information System
 - Commercial Driver Licenses Self-Certification
 - SAP
 - Siebel
 - Birth Records System

1.104 Work And Deliverable

Deliverables described in section 1.104 are not all inclusive.

Professional FileNet Enterprise Content Management Services

The State requires FileNet services in support of the Enterprise Content Management environments. In some cases this will be to support agencies without sufficient DTMB support to enable them to accomplish this with state staff. In other cases the agency has extensive DTMB support, but requires staff augmentation to assist them to deal with agency demand for services. In other cases DTMB may ask for the pre-qualified FileNet service Contractor to quote and build a system to support an agency, to be maintained by DTMB.

Pre-qualified Contractors will be required to sign a Primary Contract with DTMB Purchasing Operations.

The Primary Contracts and any resulting Work Contracts will be written so as to incorporate by reference all the terms of this Contract. DTMB may include additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that Work Contracts will be awarded to any pre-qualified Contractor(s) by the State.

In any of these cases there will be specific skill sets required, including:

FileNet Support Services

DTMB requires occasional optional support staff and services to assist its development team in maintaining, implementing changes, performing upgrades, and continuing development initiatives related to the FileNet application. These support staff or services would work under the direction of the DTMB Staff.

FileNet Project Manager

The person will serve as the Project Manager for all matters related to a FileNet project. The FileNet Project Manager will verify and confirm project task deliverables with the assigned State Project Manager. The FileNet Project Manager will maintain ongoing communication regarding project status with management teams. This person should be very familiar with the FileNet application.

- Provide project management services for all aspects of the FileNet project including adherence to project schedules, task assignments, and budgets
- Verify and confirm project task deliverables with the State Project Manager
- Maintain ongoing communication regarding status with management teams
- Weekly status reports indicating percent complete, budget vs. actual, changes in progress, inventory of issues/problems, and similar data



FileNet Technical Services Consultant

Provide technical knowledge and project leadership for the design, customization, integration, implementation, migration and production support of the IBM FileNet product family and combine these to develop content management solutions. These technical services include the following:

- Enterprise planning and design
- System implementation
- Deployment architecture
- Resource planning and system sizing
- Transition planning
- Legacy system conversion
- Content migration and federation
- Media migration
- Workflow and process modeling
- Security and access control modeling
- Disaster recovery configuration
- Best practices development
- Technical Integration Services to other COTS (i.e. SAP, Siebel)
- Knowledge Transfer

Knowledge Transfer/Transition

While the FileNet services Contractor(s) will be working closely with DTMB staff, they are still required to provide documentation for all work that they do, which describes both what was done and why it was done in that fashion. In addition FileNet services staff will be required to perform informal training to state staff on platform issues, and applications written by the Contractor.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

FileNet Enterprise Content Services Staff Requirements

1. Contractor(s) must provide services during normal working hours (Monday through Friday, 7:00 a.m. to 6:00 p.m. ET.) and possible night and weekend hours depending on position and project requirements. No overtime will be authorized or paid. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project. Contractor(s) shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. Contractor(s) will not be reimbursed for travel expenses or travel time.
2. Contractor(s) work is to be performed, completed, and managed in the Lansing, MI area:
3. Obtaining FileNet Services

The State after formalizing a comprehensive Work Request will facilitate the second tier selection process for each Contracting effort. A Work Request template will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

 - a. Contractor(s) must respond fully to a Work Request with the following candidate information within ten (10) days of issuance by the State on the Bid4Michigan site. Responses must include:



Resumes of qualified staff for each position the State has requested.

Date of availability for each candidate.

The results of two reference checks that the Contractor(s) has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.

Verification of a candidate's permission to work in the United States.

Rate for each resume submitted. Rates may not exceed the rates in the Contract.

However, the rates may be less, depending on the State's requirements, nature of the job market, and the candidate's abilities.

- b. Contractor(s) may request clarification regarding the State's request during the response period. If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in a written response to the State.
 - c. The State will evaluate the resumes and references of submitted candidates. Selection will be based on a best value evaluation using the criteria identified in the Work Request and the rate provided by the Contractor. Other selection criteria or tools which may be in the best interest of the State may be utilized to make a selection.

The State may contact the Contractor to request an interview with a candidate. The Contractor will be responsible for setting up all interviews. At the State's discretion, the interview may be conducted over the telephone. The State may, at its discretion, request a face-to-face interview. In this case, all expenses travel or otherwise, resulting from such a request must be borne by the Contractor.
 - d. After selecting the resume(s) that present the best value to the State, the State will notify Contractor(s) regarding its selection.
4. Contractor(s) will provide a mechanism for expedited procurement of staff to meet a need for immediate replacement or for mission critical services.
 5. Contractor(s) will ensure that the staff proposed for this assignment are fully trained and meet the skill set requirements of the job position being filled, based on the State's current technical architecture. If a Contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor (s) are responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular tool in order to perform their State assignment.) or providing new resources who are trained in the new tool, at the State's discretion.
 6. Contractor(s) is responsible for providing a 30-day written notice to the State in addition to a plan for transitioning to a new resource including knowledge transfer in the event an individual is terminated or voluntarily withdrawn from an assignment. The State can request the Contractor replace the individual with an individual of equal or greater qualifications
 - a. Contractor(s) staff shall comply with all State and DTMB policies, standards, and procedures.
 - b. Contractor(s) staff assigned to work with restricted (a.k.a. sensitive) data have an obligation to safeguard and protect the confidentiality of such data. Further, if the staff member accidentally or purposefully releases restricted or sensitive data, the Contractor assumes full responsibility for any resulting penalties.
 - c. Contractor(s) assumes full responsibility for the acts of all subcontractors.
 - d. Contractor(s) may use subcontractors to fulfill requirements of the Contract



- e. Contractor(s) will ensure that staff exhibits professional conduct and act in the best interest of the State.

Contractor(s) may not remove or reassign staff to other Contracts unless mutually agreed upon by the State and the Contractor(s)

A. Contractor Staff

The Contractor will provide representative resumes in the attached Personnel Resume templates (Attachment 2) for staff, including subcontractors, indicating the qualifications of such personnel. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work.

Contractor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor shall identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the State of performance under the terms and conditions of the Contract.
- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any

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

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

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

B. Additional Security and Background Check Requirements:

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

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

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

1.202 State Staff, Roles, And Responsibilities

Agency should specify State personnel dedicated to project, and identify their associated roles and responsibilities.



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

- Minimal clerical support
- Desk
- Telephone
- PC workstation
- Printer access via network
- Access to copiers and fax machine

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

Executive Subject Matter Experts

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

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

Name	Agency/Division	Title
Mark Love	DTMB IT Agency Services	IT Manager
Rex Menold	DTMB IT Agency Services	IT Specialist

State Program and Project Managers

DTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State will designate a State Project Manager in each Statement of Work. The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

State Program Manager for Enterprise Content Management Services

Name	Agency/Division	Title
Tess Layman	DTMB IT Agency Services	Application Support Director



1.300 Project Plan

1.301 Project Plan Management

Orientation Meeting

Upon ten (10) business days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings

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

Project Control

1. The Contractor will carry out this project under the direction and control of DTMB.
2. The Contractor will manage projects in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contractor's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - Staffing tables with names of personnel assigned to Contract tasks.
 - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly).
 - Updates must include actual time spent on each task and a revised estimate to complete.
 - Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 Reports

Reporting formats must be submitted to the State's Program Manager for approval within twenty (20) business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Required Quarterly Reports:

- Active Projects & Purchase Orders Status
- Statements of Work Received – Proposals Submitted

1.400 Project Management

1.401 Issue Management

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

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



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

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

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

1.402 Risk Management

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

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

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

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

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

1.403 Change Management

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

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

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

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



1.500 Acceptance

1.501 CRITERIA

The State shall evaluate all deliverables per the process defined in the following sections, as applicable:

- 2.251 – Delivery of Deliverables
- 2.252 – Contractor System Testing
- 2.253 – Approval of Deliverables In General
- 2.254 – Process For Approval Of Written Deliverables
- 2.255 – Process For Approval Of Custom Software Deliverables

The State may define separate evaluation criteria as part of individual future Statements of Work.

1.502 FINAL ACCEPTANCE

The State will provide final acceptance of deliverable in accordance with Section 2.256 – Final Acceptance, unless specified otherwise as part of individual future Statements of Work.

1.600 Compensation and Payment

1.601 Compensation And Payment

Method of Payment

The State reserves the right to determine whether payment shall be made on an hourly-rate basis, or on completion and acceptance of the specified deliverables, per Section 1.500 – Acceptance.

As part of proposal, Contractor shall provide a Cost Table (Attachment A) specifying not-to-exceed hourly rates based on skill sets that can be utilized by DTMB projects. These hours will be accessed by the State providing a Statement of Work detailing work or deliverables to be performed. In response, Contractor shall provide a detailed Task Proposal, including price, based on an estimate of hours and skill set required to perform the work.

Travel

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

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State [quarterly/semi-annually].

Statements of Work and Issuance of Purchase Orders

- Unless otherwise agreed by the parties, each Statement of Work will include:
 1. Background
 2. Project Objective
 3. Scope of Work
 4. Deliverables
 5. Acceptance Criteria
 6. Project Control and Reports
 7. Specific Department Standards
 8. Payment Schedule
 9. Travel and Expenses
 10. Project Contacts
 11. Agency Responsibilities and Assumptions



12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

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

Invoicing

Contractor will submit properly itemized invoices to

DTMB – Financial Services
 Accounts Payable
 P.O. Box 30026
 Lansing, MI 48909

or

DTMB-Accounts-Payable@michigan.gov

. Invoices must provide and itemize, as applicable:

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

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

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

1.602 Holdback

The State shall have the right to hold back an amount equal to ten percent (10 %) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning December 13, 2011 through December 21, 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 two (2) additional one-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 (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](#)

Buyer

Purchasing Operations

Department of Technology, Management and Budget

Mason Bldg., 2nd Floor

PO Box 30026

Lansing, MI 48909

Email: SissonR@michigan.gov

Phone: 517-241-1638

2.022 Deleted-NA



2.023 Program Manager

The following individual will oversee the project:

Tess Layman, Director
DTMB IT Agency Services – Agency Support Services
235 Grand Avenue
Lansing, MI 48909
Email: LaymanT@michigan.gov
Phone: 517-335-3779

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:

HTC Global
 3270 West Big Beaver Road
 Troy, MI 48084

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 – DELETED/NA

2.126 Equipment to be New – DELETED/NA

2.127 Prohibited Products – DELETED/NA

2.128 Consequences for Breach

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



2.130 Insurance

2.131 Liability Insurance

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

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

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

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

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

See www.michigan.gov/dleg.

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

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

1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

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

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

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

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



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

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

4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease
5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

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

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies 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 ninety (90) 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, DTMB, 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, DTMB, 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 DTMB Purchasing Operations.
 - (2) Contractor shall also notify DTMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DTMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State 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 Contractor 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 \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of any Key Personnel

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

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.



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

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

2.302 Hardware

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



2.310 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 DELETED/NA

2.320 Software Licensing

2.321 DELETED/NA

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 DELETED/NA

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 DELETED/NA



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
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.



State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Attachment A – Cost Table

Position Type	Representative Engagement Length (hours)	Not To Exceed Hourly rate
FileNet Support Services, 1000 hours or less	500 hours	\$125
FileNet Support Services, more than 1000 hours	2000 hours	\$120
FileNet Project Manager , 1000 hours or less	500 hours	\$115
FileNet Project Manager, more than 1000 hours	2000 hours	\$110
FileNet Technical Services Consultant, 1000 hours or less	500 hours	\$140
FileNet Technical Services Consultant, more than 1000 hours	2000 hours	\$135