Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 3

to

CONTRACT NO. 071B2200104

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
GDI Infotech 3775 Varsity Drive Ann Arbor, MI 48108	Swatee Kulkarni	Swatee@gdii.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(734) 477-6900 x217	

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

CONTRACT SUMMARY:

DESCRIPTION: **RESTART – DTMB/MDOT Senior Systems Analyst for TEA-TEDS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 3, 2012	January 2, 2013	2, 1 Year Options	January 2, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ 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
☐ No ☒ Yes	☒	☐	1 Year	January 2, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$137,760.00	$415,520.00

Effective immediately, this Contract is hereby utilizing the first option year and INCREASED by $137,760.00. The new end date is January 2, 2015. Please also note the buyer has been changed to Whitnie Zuker. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated November 12, 2013.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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. 2

to

CONTRACT NO. 071B2200104

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
GDI Infotech 3775 Varsity Drive Ann Arbor, MI 48108	Swatee Kulkarni	Swatee@gdii.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(734) 477-6900 x217	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Joe Kelly	517-373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **RESTART – DTMB/MDOT Senior Systems Analyst for TEA-TEDS**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 3, 2012	January 2, 2013	2, 1 Year Options	January 2, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ 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
☐ No ☒ Yes	☒	☐	1 Year	January 2, 2014

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$138,880.00	$277,760.00

Effective immediately, this Contract is hereby utilizing the first option year and INCREASED by $138,880.00. The new end date is January 2, 2014.

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

Per vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated January 15, 2013.

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **January 25, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B2200104
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **GDI Infotech** **3775 Varsity Drive** **Ann Arbor, MI 48108** **Email: Swatee@gdii.com**	TELEPHONE Swatee Kulkarni **(734) 477-6900 x217** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 335-4770 **Tammi Hart**
Contract Compliance Inspector: **RESTART – DTMB/MDOT Senior Systems Analyst for TEA-TEDS**	
CONTRACT PERIOD: **1 yrs. + 2 one-year options** From: **January 3, 2012** To: **January 2, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, Durgaprasad Vamkeswaram REPLACES Venkatesh Ramadhyani. The hourly rate is $70.00.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor and agency agreement and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $138,880.00

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **January 4, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B2200104
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **GDI Infotech** **3775 Varsity Drive** **Ann Arbor, MI 48108** **Email: Swatee@gdii.com**	TELEPHONE Swatee Kulkarni **(734) 477-6900 x217** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 335-4770 **Tammi Hart**
Contract Compliance Inspector: **RESTART – DTMB/MDOT Senior Systems Analyst for TEA-TEDS**	
CONTRACT PERIOD: **1 yrs. + 2 one-year options** From: **January 3, 2012** To: **January 2, 2013**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I2200025, 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: $138,880.00**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2200025. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

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

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

SECTION I
GENERAL INFORMATION

I-A PURPOSE

This Contract is for one temporary professional services to assist the Department of Technology, Management, and Budget (DTMB), and the Michigan Department of Transportation (MDOT) to establish a staff augmentation contract for one (1) resource for (1) one-year for a Senior Systems Analyst . This position will provide the primary maintenance and support for critical MDOT PowerBuilder applications, both client/server and web-based.

The services must begin within two weeks of the date on which the contract is awarded. This contract will be a time and materials contract, with a not to exceed contract price.

The contract will be January 3, 2012 through January 2, 2013**,** with two (2), one (1) year options. The State does not commit to procuring services in the quantities estimated or in any other amounts.

I-B ISSUING OFFICE

This Contract is issued by Purchasing Operations, State of Michigan, Department of Technology, Management, and Budget (DTMB) and the Department of Transportation (MDOT). Where actions are a combination of those of Purchasing Operations, DTMB, and MDOT, the authority will be known as the State.

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

Tammi Hart, Buyer
DTMB, Purchasing Operations
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
Hartt3@michigan.gov

I-C PROJECT MANAGER

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

The Project Manager for this contract is:
Vinod Narmat
DTMB Manager
425 W. Ottawa
P.O. Box 30050
Lansing, MI 48909
eMail: Narmatv@michigan.gov
Phone: 335-2998

I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS

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

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

I-E PROPOSALS
RESERVED

I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT
RESERVED

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

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

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

I-I SELECTION CRITERIA
RESERVED

I-J INDEPENDENT PRICE DETERMINATION
RESERVED

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

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

I-M AWARD
RESERVED

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

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

I-O CONTRACT DOCUMENTS

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

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

and by reference:

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

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

I-P SPECIAL TERMS AND CONDITIONS

1. Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

2. All work will be performed at the site identified in Section III of this contract, unless otherwise agreed to by both parties.

3. The Contractor must permit representatives of DTMB, and MDOT, and other authorized public agencies interested in the services requested in this contract to have full access to the services requested showing the Contractor's performance, during normal business hours.

4. The Contractor, during the performance of services detailed in this contract, will be responsible for any loss or damage to original documents, belonging to the State when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.

5. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by DTMB and the State agencies involved.

6. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the State its agencies, employees and officials, with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.

7. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the State. This includes, but is not limited to, all new business processes created, all planning and design work performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports.

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

Contractor to insure such rights may be considered by the State to be a material breach of this contract.

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

9. Individuals assigned by the Contractor are employees of the Contractor, and are not, under any circumstances or conditions, employees of the State.

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

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

13. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.

14. The Contractor shall use all software in accordance with the State's license agreements and any further restrictions imposed by the State. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.

15. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of State systems or network is prohibited. Each person must use State systems and networks only for lawful purposes. Specifically prohibited is any use of State systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any State of Michigan policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from State computer systems or networks.

16. The DTMB and the MDOT have developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The selected Contractor must follow any and all standards adopted by DTMB and the MDOT**.** Where standards do not exist, the final acceptance of a new technique, technology, or design will rest with the Project Manager, following consultation and review with DTMB.

I-Q DEPARTMENT AND CONTRACTOR RESPONSIBILITIES

Department Responsibilities:

1. Provide office space within the Departments for temporary employees selected to work on these projects. NOTE: Access to office space during non-working hours must be approved.

2. Provide conference room space when sufficient notice is given and space is available.

3. Provide telephones for calls originating from within the Department Technology, Management and Budget, and all supported agencies that are project-related.

4. Provide copying services that are project-related.

5. Provide access to Facsimile equipment for items that are project-related.

6. Provide computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the Department.

Contractor Responsibilities:

1. Provide temporary professional services Monday through Friday, during the same work hours as those worked by State employees working at the identified facility.

2. Provide those services requested based on staff having the qualifications identified in this contract.

3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the State and the contractor at the time of need.

4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the DTMB, MDOT and the State.

5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

   In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State will advise the Contractor which of the following three options will be employed:
   - The State can request the same Contractor replace the individual with an individual of equal or greater qualifications.
   - The State can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
   - The State can re-issue the ITB and obtain a new list of candidates and rates from eligible Contractors.

6. Contractor shall ensure that staff proposed for assignment are fully trained and meet the skill set requirements of the job position being filled.

7. The State and/or its agencies make changes to their technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular CASE tool in order to perform their State assignment.

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

8. Provide parking when working on-site.

9. Phone calls not related to the project are not to be charged to the State.

10. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

    Contractor's management responsibilities include, but are not limited to, the following:
    - Ensure personnel understand the work to be performed to which they are assigned.
    - Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the State.
    - Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the State.
    - Regularly assess personnel performance and provide feedback to improve overall task performance.
    - Ensure high quality results are achieved through task performance.
    - Provide training.

I-R USE OF AGENCY STANDARD INFORMATION TECHNOLOGY ENVIRONMENT

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

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

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

SECTION II
CONTRACTUAL SERVICES TERMS AND CONDITIONS

II-A CONTRACT PAYMENT

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

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

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

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

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

II-B ACCOUNTING RECORDS

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

II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

2. General Indemnification
   The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the State has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the conduct of the State.

3. Patent/Copyright Infringement Indemnification
   The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the

extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright or trade secret of any person or entity, which is enforceable under the laws of the United States.

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

4. Continuation of Indemnification Obligation
   The duty to indemnify will continue in full force and effect, not withstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

II-D LIMITATION OF LIABILITY

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

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

II-E CONTRACTOR'S LIABILITY INSURANCE

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

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

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor

shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than $100,000 each occurrence and, when applicable $300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than $50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than $100,000 each occurrence and when applicable, $300,000 annual aggregate.

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

II-F CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to

cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

II-G ASSIGNMENT

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

II-H DELEGATION

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

II-I NON-DISCRIMINATION CLAUSE

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

II-J UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an

unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

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

II-K SURVIVOR

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

II-L GOVERNING LAW

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

II-M NO WAIVER OF DEFAULT

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

II-N SEVERABILITY

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

II-O HEADINGS

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

II-P RELATIONSHIP OF THE PARTIES

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

II-Q MISCELLANEOUS

1. The Contractor covenants that it is not, and will not become, in arrears to the State upon any contract, debt, or any other obligation to the State, including real property and personal property taxes.

2. DAMAGES FOR UNAUTHORIZED PERSONNEL CHANGES
    a. The Contractor shall not replace the personnel designated in this Contract without the prior, written approval of the State.
    b. If the Contractor violates this requirement, it shall pay the State, as liquidated damages and not as a penalty, a sum equal to the amount payable under this Contract.
    c. The State may recover the amount due from the Contractor under this section by setting off against any amount due under this Contract or other contracts it may have with the Contractor.

3. AUTHORIZATION & CAPABILITY
    a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
    b. The Contractor further warrants that the person signing this Contract is authorized to do so on behalf of the Contractor and is empowered to bind the Contractor to this Contract.

SECTION III
WORK STATEMENT

A. Brief Description of Work

This position will provide the primary maintenance and support for critical MDOT **PowerBuilder** applications that are client/server and/or web-based systems. The position will provide the necessary programming skills using Client/Server IDE (interactive development environment) tools to maintain and support production systems. This position will also be responsible for migration and upgrade of selected systems from a client/server environment to a web-based environment. This position may also include new development, maintenance and enhancements, which would encompass testing, implementation, and support.

B. Background on the work requested

MDOT's IT application portfolio is comprised of more than 40 applications that support its day-to-day business operations. The DTMB Operations Systems Section, along with it MDOT business partners, is responsible to provide software maintenance and operations support for the portfolio. A shortage of technical **PowerBuilder** resources has hampered the Operations Systems Section's ability to support MDOT's Call for IT Projects and annual maintenance requirements.

C. Objectives

Provide technical application support for MDOT's PowerBuilder applications. This includes production support and processing requests for maintenance.

D. Agency technical environment for the work

The DTMB/MDOT standard information technology environment is comprised of several categories of tools. Each of these categories includes, but is not limited to, the tools identified below.

Primary Environment for this position:

- PowerBuilder 9.x, 10.x, 11.x, EA Server 5.x
- Serena Dimensions CM
- Oracle 10.2.03

Secondary Environment Information:

- **Window XP Desktop Environment**
- Microsoft Office/Office Professional, XP
- Microsoft Outlook 2003
- Microsoft Internet Explorer 6.0 +
- Oracle NetServices 9.2.06 +
- Novell Client Service for Netware 4.91 + SP2
- Adobe Acrobat

- **Project Management Tools**
- Clarity 8.1
- Microsoft Project 2002 +

- **Development Languages, Tools**
  - JDK 1.4, 5, 6
  - J2EE 1.4, JEE 5
  - Spring Framework Suite 2.x, 3.x
  - DOJO Javascript Framework 1.1 and higher
  - Struts 1.x
  - Hibernate 2.x, 3.x
  - Direct Web Remoting
  - Apache CXF
  - JBoss JBPM 3.x, 4.x
  - JBoss Rules 4.x, 5.x

- JavaScript
- XML
- HTML
- AJAX
- Microsoft .NET 2.x, 3.x, 4.x
- C#
- ASP.NET
- ColdFusion 7.x, 8.x
- IBM Rational Application Developer 7
- JBoss Developer Studio
- IBM Rational Suite 2003
- Microsoft Visual Studio 2008
- Eclipse, CFEclipse
- Serena Dimensions CM, Subversion
- Serena Business Mashups
- Erwin - Data Modeling
- Enterprise application Studio (PowerBuilder 9.x PowerJ 3.x, PowerSite)
- Sybase Powerbuilder Enterprise

- **Web/Application Servers**
  - Apache 2.x
  - IBM Http Server 6.x
  - Websphere Application Server 6.1
  - JBoss SOA Platform 5.0
  - Microsoft Internet Information Server 6, 7
  - Cold Fusion, 8
  - Enterprise Application Server 3.x (Jaguar CTS 3.x, PowerDynamo)

- **Web Content Management**
  - Vignette Content Manager, version 6+ (Will be replaced by the following in Oct 2010)
  - IBM Websphere Portal Server 6.1
  - IBM/Lotus Web Content Management 6.1

- **Document Management**
  - IBM FileNET
  - Bentley ProjectWise
  - Adobe Acrobat version 6.0 +

- **Electronic Forms:**
  - Presentation: Adobe Acrobat version 6.0 +
  - FileNET eForms for document management
- **Testing Environment**
  - HP LoadRunner 9.5
  - HiSoftware Accverify 10
  - Freedom Scientific JAWS 11

- **Security Environment**
  - Java J2EE Security
  - IBM Tivoli Single Sign On
  - SSL
  - SecureID (State Security Standard for external network access and high risk Web systems)

- **Operating Systems**
  - Windows 2003, 2008
  - Sun Solaris 10
  - Netware 6.5

- **Network Environment / Hardware**
  - Cisco Routers
  - Dell, Sun, HP, IBM servers
  - Citrix ICA Client
  - Citrix Metaframe

All applications developed by the Contractor for MDOT shall be capable of running concurrently with the MDOT software and all client specific software programs (i.e. LAN, Microsoft Office Suite), without resulting in excessive reduction in production capabilities in the laboratory or management areas. In addition, all client-server applications must be designed to be able to run on a Citrix server, and must behave so that they don't cause conflicts running in a multi-user environment, e.g. temporary work files should be avoided or implemented in a way to not cause conflicts.

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

Tasks:

- Provide support and assistance to users of specified systems as required, using Oracle and PowerBuilder.
- Maintain and enhance specified systems as required, using Oracle and PowerBuilder.
- Test and implement new releases of specified systems as required.
- Develop new, related systems using Oracle and PowerBuilder.
- Document all system changes.
- Arrange and facilitate meetings with clients to evaluate system needs and gather business requirements.
- Working on system design using Use Case Diagrams & Reports.
- Build logical/physical data models.
- Attend weekly meetings to keep the team and management aware of deadlines and changes that affect other outside responsibilities.
- Maintain constant availability to the clients/customers via e-mail and telephone during working hours.
- Work with the Configuration Manager on the Configuration Management needs for the supported system.
- Work with other DTMB team members when tasks call for a cross-team solution.
- Troubleshoot system problems when production errors occur.
- Use the appropriate tools to analyze and document proposed new applications.
- Use the appropriate tools to coordinate and document maintenance on existing applications.
- Learn and understand the client's business process.
- Use software debugging tools to isolate problems.
- Use IDE tools to develop and maintain system source code.
- Use appropriate programming languages to develop and modify procedures, functions, and packages in the client/server environment using PowerBuilder and Visual Basic.
- Use appropriate processes to write code using Java programming language to produce Web applications.
- Follow Department procedures and development coding standards when developing code.
- Use appropriate tools to develop and maintain GIS and Mapping capabilities of the system.
- Document and recommend alternative solutions or application requirements for assigned projects.
- Utilize the department's development methodology to research, build, test, document, and implement assigned tasks.
- Prepare presentation materials for technical review meetings, approval sessions, and application demonstrations.
- Provide for a document trail of module modifications so that any team member can step in a troubleshoot problems for a specific module.
- Assist clients with preparation of help documents and procedure manuals affiliated with assigned projects.
- Troubleshooting systems.
- Documentation.

- Develop new, related systems or releases.
- Provide support and assistance.
- Learn the client's business environment.

Deliverables:
Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project include:

- Business use case documents
- Feasibility plans
- Requirements traceability matrix
- Unified modeling language diagrams
- Business and technical architecture models
- Functional and systems design documents
- System impact document
- Application code
- Data conversion matrix
- Release notes
- Training guides
- Installation checklist
- Issue log entries

F. Any specific regulations, requirements or expertise applicable, including specific background/security checks required.
All prospective contractors will be required to pass background and security clearance prior to the start date of this contract.

G. Reports required
The Contractor must submit written bi-weekly summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the MDIT Project Manager and notification of any significant deviation from the previously agreed upon work plans. All areas of decision making that pertain to this contract must be reviewed in detail with the DTMB Project Manager and MDOT's Bureau Automation Manager (BAM) prior to any final decision.

H. Location where the work is to be performed
Work is to be performed in the Van Wagoner Building, Lansing, MI 48909. Meetings may occasionally take place at other Lansing area locations.

I. Hours
Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

J. State's contract/project manager for the work
Vinod Narmat, DTMB Manager
425 W. Ottawa
P.O. Box 30050
Lansing, MI 48909
Narmatv@michigan.gov
335-2998

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

One (1) Senior Systems Analyst (not to exceed $70.00)
Systems Analyst capabilities with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, may lead and direct the work of others, may report directly to a project lead or manager, a wide degree of creativity and latitude is expected.

Additional Requirements (highly desirable and high priority):

PowerBuilder Specialist:

- 5 years total development experience in one of the following languages:
  - PowerScript
  - PowerBuilder Developer v.9+
- 5 years total experience using the following development tools:
  - Crystal Reports
  - PowerBuilder
- 5 years experience in RDBMS developing database triggers, procedures, packages and functions in a combination of any of the following:
  - Oracle 9i/10g or newer
  - Oracle Spatial
- 5 years experience analyzing business requirements, generating project specifications, converting specifications into code, and applying knowledge of computer programming techniques and computer languages.
- 5 years experience developing technical designs in consultation with other technical experts.
- 5 years experience on one or more of the following design tools:
  - IBM Rational Rose
  - ERWin
  - Serena Prototype Composer
  - Microsoft Visio
- 5 years experience with EAServer 4.0 and above web application servers
- 5 years experience developing unit test plans, test data and scripts for application validation and verification.
- 5 years experience performing 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.
- 5 years experience working with application/solution architects to set direction of design and development for application development projects.
- 5 years experience evaluating user requests for new programs or modified program components to determine feasibility, cost and time required, compatibility with current systems, and computer capabilities.
- 5 years experience performing peer reviews of developed code to insure conformity to standards and design best practices.
- 3 years experience reviewing technical designs and specifications for completeness and conformance to quality standards, especially as a mentor to less experienced developers.
- 5 years experience analyzing business requirements, generating project specifications and converting them into code, and applying knowledge of computer programming techniques and computer languages.
- 2 years experience in verbal and written communication with clients in English
- Experience working with MS Office applications
- Experience working with project management tools such as MS Project or NIKU
- Experience working in a team environment
- 5 years experience working with System Development Life Cycle (SDLC) concepts

L. Start and End Dates for the work

January 3, 2012 through January 2, 2013, with two one year options

M. PRICE PROPOSAL

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

2. Pricing
   Classification/skill set: Senior Systems Analyst – Venkatesh Ramadhyani
   Hourly/Monthly Rate: $70.00