

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

November 27, 2012

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B2200173
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
ESi Acquisition, Inc. 823 Broad Street Augusta, GA 30901	Tricia Nixon	sales@esi911.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(706) 823-0911	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Jaclyn Barcroft	(517) 324-2385	barcroftj@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Critical Incident Management System (CMIS)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 13, 2012	April 12, 2017	5, 1 Yr. Options	April 17, 2017	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:			ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	
\$0.00			\$1,176,790.00	

Effective immediately, this Contract is amended to include additional professional services for boards and additional system modifications in the amount of \$49,775.00 per the rates outlined in the Contract and summarized in the attached. This change will utilize funding available in cost category 3a of Exhibit 6 (Reserved Funding for Other Software, Services and Training). The remaining available balance is cost category 3a is \$223,160.00 following this change.

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

CHANGE NOTICE NO.2 to CONTRACT NO. 071B2200173

State of Michigan
 ESI Acquisition, Inc. Proposal

Exhibit 6

Critical Incident Management
 System (CIMS)
 Contract No. 071B2200173

State of Michigan (Contract No. 071B2200173)
 Request for use of Reserve Funding
 10/5/2012

Table 3a
Reserved Funding - Other Software, Services and Training

Services and Training	Qty	Firm Fixed Hourly Rate	Total
Project Manager	15	\$ 275	\$ 4,125
Business Analyst	0	\$ 275	\$ -
Technical Lead	0	\$ 275	\$ -
Trainer	0	\$ 275	\$ -
Programmer	250	\$ 165	\$ 41,250
Quality Assurance Testing	40	\$ 110	\$ 4,400
Total dollars available for Services and Training. Additionally the State may use these dollars towards additional software licenses and future years of maintenance.			\$ 49,775

ESI proposes the following payment milestones:

Payment	Milestone	Payment #	Scheduled Date
\$ 49,775	Additional Development	8	As Delivered

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 24, 2012

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B2200173
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
ESi Acquisition, Inc. 823 Broad Street Augusta, GA 30901	Tricia Nixon	sales@esi911.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(706) 262-2590	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MSP	Jaclyn Barcroft	(517) 324-2385	barcroftj@michigan.gov
BUYER	DTMB	Steve Motz	(517) 241-3215	motzs@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Critical Incident Management System (CMIS)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
April 13, 2012	April 12, 2017	5, 1 Yr. Options	April 17, 2017	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1,176,790.00		

Effective immediately, this Contract is amended to include additional training in the amount of \$8,800.00 as outlined in the attached Document Number Q17987. This change will utilize funding available in cost category 3a of Exhibit 6 (Reserved Funding for Other Software, Services and Training). The remaining available balance is cost category 3a is \$272,935.00 following this change. All other terms, conditions, specifications, and pricing remain the same.

Per agency and vendor agreement and DTMB Procurement approval.



ESI Acquisition, Inc
823 Broad Street
Augusta, GA 30901

Office (706) 823-0911
Toll Free (800) 596-0911
Fax (706) 826-9911
Website www.esi911.com

Customer: Michigan Emergency Management and Homeland Security Division
Address: 4000 Collins Road
Lansing, MI 48910
Title: CIMS Coordinator
Contact: Jaclyn Barcroft
Phone: 517-324-2385
Reference:
Summary: Quote for Training
Date: 07/10/2012
Quote Expires: 01/09/2013
Disclaimer: Quotes issued in US Dollars & Valid 180 days from Issuance unless otherwise indicated. Items not manufactured by ESI are subject to change. Substitutes will be provided for customer consideration and approval.

Document Number: Q17987

Product ID	Description	QTY	Price	Extended Price
TN-TNGDV-MIDEAL	Trainer	32	275.00	8,800.00
	Tax Not Included		8,800.00	0.00
Sum Σ				8,800.00

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

April 13, 2012

NOTICE
OF
CONTRACT NO. 071B2200173
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR ESi Acquisition, Inc. 823 Broad Street Augusta, GA 30901 Email: sales@esi911.com	TELEPHONE Tricia Nixon (706) 262-2590
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jaclyn Barcroft - barcroftj@michigan.gov - (517) 324-2385 Critical Incident Management System (CIMS)	
CONTRACT PERIOD: 5 years (Five 1-year options) From: April 13, 2012 To: April 12, 2017	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: \$1,176,790.00

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. 071B2200173
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF CONTRACTOR ESi Acquisition, Inc. 823 Broad Street Augusta, GA 30901 <p style="text-align: right;">Email: sales@esi911.com</p>	TELEPHONE Tricia Nixon (706) 262-2590 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jaclyn Barcroft – barcroftj@michigan.gov - (517) 324-2385 Critical Incident Management System (CIMS)	
CONTRACT PERIOD: 5 years (Five 1-year options) From: April 13, 2012 To: April 12, 2017	
TERMS	SHIPMENT
N/A	N/A
F.O.B.	SHIPPED FROM
N/A	N/A
MINIMUM DELIVERY REQUIREMENTS	
N/A	
MISCELLANEOUS INFORMATION:	
Estimated Contract Value: \$1,176,790.00	

THIS IS NOT AN ORDER: The terms and conditions of this contract are enclosed.

FOR THE CONTRACTOR:

ESi Acquisition, Inc.

 Firm Name

Authorized Agent Signature

 Curtis R. MacDonald, Chief Operating Officer

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

Signature

 Jeff Brownlee, Chief Procurement Officer

Name/Title

 DTMB, Procurement

Division

 Date



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

Contract No. 071B2200173
[Critical Incident Management System \(CIMS\)](#)

Buyer Name: [Steve Motz](#)
Telephone Number: [517-241-3215](#)
E-Mail Address: motzs@michigan.gov



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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (SOM), through the Michigan Department of State Police (MSP) Emergency Management and Homeland Security Division (EMHSD) have issued this Contract for the purpose of obtaining proposals from qualified firms to provide Commercial Off The Shelf (COTS) software for a Critical Incident Management System (CIMS). The CIMS is to be used to manage planning, response, recovery, and mitigation information before, during and after emergencies and disasters. System setup, data conversion, data migration, training, maintenance and support are included in the project. Services for future enhancements will also be included.

The SOM has methods, policies, standards and guidelines that contractors are required to follow. Specifically, the SOM's Project Management Methodology known as State's Unified Information Technology Environment (SUITE) shall be followed. This is covered in the Section 1.103, Environment of this Contract.

1.002 BACKGROUND

The mission of the MSP EMHSD is to foster, promote and maintain partnerships at the local, state, and federal levels to protect the state and homeland from all hazards. In order to align with the mission, the goal of EMHSD is to provide a statewide electronic web-based CIMS to all partners involved in emergency management and homeland security issues of Michigan so that collectively we can enhance public safety by improving our ability to prevent, prepare for, respond to, and recover from emergencies, disasters, and threats to our homeland.

EMHSD currently has a web based CIMS solution in place that is no longer meeting the needs of the division, the State Emergency Operations Center (SEOC), and its partners from both a functional and technological standpoint. EMHSD intends to build off of the experiences from the current CIMS to design a system that meets the needs of emergency management and homeland security partners in Michigan for emergency and event planning, response, recovery, and mitigation. EMHSD created a committee that included a sample of state and local agency users and stakeholders to determine the needs and requirements for an optimal, highly configurable CIMS for Michigan. The desired requirements derived from the committee meetings are detailed throughout this Contract.

The CIMS must allow stakeholders to document and share information at all levels during an emergency or disaster. It must also allow for planning for special events, damage assessment reporting, equipment and asset tracking, mission tasking, and agency tracking. It must allow for external notifications to multiple communication devices, accessibility from any web enabled mobile device, and for managing CIMS information in a built-in geographic information system (GIS) for situational awareness. The CIMS must have the capability to provide reports that summarize the overall situation for any specific event, region or jurisdiction. It must meet the needs of the stakeholders for managing information during an emergency or disaster at both the local level and at the state level simultaneously.

The MSP EMHSD will manage the CIMS from the location of 4000 Collins Road, Lansing, Michigan. The users of the CIMS are located across the state and also in neighboring jurisdictions including Ontario, Canada. Information pertaining in general to the MSP EMHSD is located at <http://www.michigan.gov/emhsd>.



1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Verification and validation of business requirements with EMHSD and Michigan Department of Technology, Management & Budget (MDTMB) Agency Services personnel in accordance with business operations
- Conduct Gap Analysis document from the verification and validation of business requirements between the Contractor's product and the EMHSD requirements
- Development of a system architecture document including hardware requirements
- Verify and validate technical specifications
- Conduct Gap Analysis document from the verification and validation of technical requirements between the Contractor's product and EMHSD requirements
- Procurement of software
- Installation of all associated software
- Services to implement the software, including configuration, data conversion and migration, customization, modification, and testing
- Transition of business operations to the new software
- Training of EMHSD and MDTMB personnel
- Training documentation and materials
- Knowledge transfer to State personnel supporting the solution
- User and technical help desk support
- Maintenance, beginning upon delivery and Acceptance of Software
- 90 day Warranty following PARE
- SUITE and system documentation
- Reserve bank of hours for future enhancements and/or legislative mandates

The State will host the Solution. The Contractor has provided ESiWebFUSION as an optional software component and has provided pricing to host this software at the State's request.

The Contractor has based their pricing proposal on the requirements, policies, procedures and standards that were provided at the url's as of the execution date of the Contract. If the information provided at the url's is modified, this may impact the pricing.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

- Application that requires proprietary hardware components
- Purchase of server/desktop hardware for State hosted
- Installation of any CIMS related hardware at the State environment i.e. desktops, and peripherals

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, 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. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

Enterprise IT Policies, Standards and Procedures:

http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html



All software and hardware items provided by the Contractor must run on and be compatible with the MDTMB 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 MDTMB. 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 MDTMB 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 MDTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html (see 1300 series for security)

The State's security environment includes:

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

Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the State's Project Manager and MDTMB Office of Enterprise Security.

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The CIMS does not require a "skin" to look like other eMichigan sites. It is recommended that there is some sort of indication that the CIMS system is for State of Michigan use (depicted in the title bar, heading or with a graphic of the state).

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

MSP systems and databases reside in a protected zone within the State of Michigan network. The protected zone is separated from the rest of the network by firewalls. Except for communication specifically allowed and configured in the firewalls, all communication initiated from outside the protected zone to systems inside the zone is blocked. Generally, communication initiated from inside the protected zone to systems outside the zone is allowed. Web servers that are accessed via the internet reside in the network demilitarized zone (DMZ). Communication from the web servers to the back-end systems and databases is enabled through firewall rules specifically configured with the IP addresses and ports.

A high level State of Michigan network diagram is provided as Appendix A.

1.104 WORK AND DELIVERABLE

I. Services and Deliverables To Be Provided

The Contractor must obtain Final Acceptance (including PARE completion) by **September 30, 2012**. This deadline was established in order to ensure the State is able to meet the funding requirements associated with this project.



For a State hosted environment, the Contractor shall assume a period of 2 months from Contract execution date for the State to set up their hosting environment.

In addition to the State and Contractor roles and responsibilities identified in Section 1.104, Appendix B provided additional responsibilities for both the State and Contractor.

A. Initiation and Planning

The Contractor shall perform the project management activities as defined in Section 1.300 (Project Plan) and Section 1.400 (Project Management).

The Project Plan deliverable will define the process for managing the CIMS project and describe the methodologies, management practices, and tools that will be used to manage the project work. The Project Plan is considered the blueprint for how the CIMS project will be managed, monitored and controlled throughout the project life cycle. Together, the Project Plan and all associated sub-plans lay the foundation for the general management, scope management, schedule management, requirements management, change management, communication management, quality management, security management, procurement management, resource management, risk management and testing, implementation, and maintenance planning for the project.

Project Approach: To ensure the CIMS project is implemented to EMHSD requirements within the budget and prescribed schedule, the ESI project team utilizes commonly accepted industry standards for project management. Our project management approach is based on PMI processes, Software Development Life Cycle (SDLC) and proven System Engineering Methodology (SEM). This overarching set of guidelines provides a clear, consistent path for the ESI project team to initiate, plan, execute, monitor and control, and close projects successfully and efficiently.

The following phased approach will be used to deliver the WebEOC solution.



Initiation & Planning – The project will commence with an Orientation meeting and will be followed by project planning. This will include development of the final Project Plan and associated sub-plans, report formats, and additional documents and processes for managing and controlling the CIMS project as it moves through the project phases to completion.

Requirements Definition – During this phase, ESI will review and validate the requirements received from the State and demonstrate best practices and processes from other WebEOC implementations. During this phase, ESI will also complete the Gap Analysis documents and assist the EMHSD technical lead with the development and completion of the DTMB Enterprise Architecture Solution Assessment and the DTMB Project Security Plan and Assessment.

Design – ESI will convert the requirements into a complete design package for development and implementation.

Construction – ESI will develop and configure the WebEOC solution per the State approved design package and specifications.

Testing – The test phase is used to validate the delivered WebEOC solution and validate that it meets all of the State requirements as documented and designed.



Implementation – The WebEOC solution is installed for use by the State. Training, documentation, and the ability to manage and support the solution upon project completion are also completed.

During a typical WebEOC implementation, these phases are completed sequentially as they are shown in the diagram above; however, the Michigan Project Plan and schedule has some overlap of these phases to be sure the solution is available and ready for PARE and Final Acceptance with a completion date of September 30, 2012.

The WebEOC Project Plan will conform to the State of Michigan (SOM) IT Policies and Standards, the Enterprise IT Security Policy and Procedures, the State Unified Information Technology Environment (SUITE), and it will address, at a minimum, the following:

- Work Breakdown Structure
- Project schedule with key milestones, deliverables, activities, durations, dependencies, and resources
- Project team structure including a roles and responsibilities matrix and org chart
- Change Management Plan
- Communications Plan
- Quality Plan
- Security Plan and Assessment
- Procurement Plan
- Resource Plan
- Risk Management Plan
- Initial Test Plan
- Initial Implementation
- Initial Maintenance Plan

Work Breakdown Structure

A deliverable-oriented grouping of project elements which organize and define the total scope of the project will be provided using the MDTMB Work Breakdown Structure (PMM-04).

Project schedule with key milestones, deliverables, activities, durations, dependencies and resources

Schedule management will be an integral part of project management on the CIMS project. The primary tool used for managing the project schedule will be Microsoft Project. At a minimum, the project schedule will contain a list of key milestones, deliverables, activities, durations, estimated completion dates, resource assignments, and dependencies between tasks. The project schedule will be updated weekly and reported in the weekly status report. ESI will employ best practices in its schedule management practices, including the following:

- Each detail task will be assigned one or more project resources using either a named resource or a project role.
- Once the resource is assigned to the task, the resource will assume ownership of the assigned work and is expected to verify the completion of the work and provide status.
- Resource utilization will be analyzed each week to identify resources that are either under or over allocated.
- Resource leveling will be performed manually by first identifying periods where resources are over allocated. If a resource is over allocated, a plan of action for mitigating the over allocation can include one of the following: increase the task duration or add additional resources.
- During the weekly project status meeting with EMHSD, the project schedule will be reviewed. After all tasks are reconciled, the project schedule will be updated.



ESi will provide Weekly Project Status Reports. The template for the Weekly Status Report and other project reporting formats will be submitted to the State Project Manager and agreed upon during the Orientation meeting and the Initiation and Planning phase of the project. Once the templates have been approved, ESi will publish Weekly Project Status Reports. At a minimum, the following reports and/or groupings of reports will be provided:

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Services for the next reporting period
- Deliverable status
- Schedule status – any discrepancies from critical path in project plan
- Action Item status
- Issues
- Updated risk plan
- Change Control
- Repair status
- Maintenance Activity

Resource Plan and Project Team Structure

The major resources needed to proceed with the execution of the project will be provided using the MDTMB Resource Plan (PMM-05). This plan will also include a detailed Project Team org chart using Microsoft Visio. This comprehensive diagram will include all ESi personnel and State personnel associated with the project including their names, positions and reporting relationships. In addition to the org chart, a roles and responsibilities matrix for both ESi and the State personnel will be created.

See Appendix B ESi/Customer Responsibility Matrix

Change Management Plan

The process for how changes are to be initiated, reviewed, approved, and implemented will be provided using the MDTMB Change Management Plan (PMM-09). It will give the project team a change management methodology for identifying and controlling project scope. This plan will include a flow diagram and sufficient detail across multiple levels (Project Sponsor level, Project Manager level, Project Team level, and Work Package level). It will describe the methods to be used for capturing and monitoring approved changes, the process for making changes to project baselines, and the communication channels to be used for each category of project changes.

Communications Plan

The MDTMB Communication Plan (PMM-08) will be provided to define the information needs of the project stakeholders and the project team by documenting what, when, and how the information will be distributed. It will describe how quickly and how often the project information will need to be communicated, the different types of information to be disseminated, the communication systems which already exist and how they will be leveraged, any environmental considerations, and how and when the communications plan will be updated throughout the project.

Quality Plan

A Quality Plan that defines the persons responsible for project quality assurance, procedures used and resources required to conduct quality assurance will be provided using MDTMB (PMM-07). This plan will include the project scope statement, the project deliverables, and will define in-process control plans which address quality assurance activity areas, how control information will be collected, responsibilities of the project team, and test and acceptance processes.

Security Plan and Assessment



ESi will provide technical information as requested to the EMHSD technical lead and will assist with the development and completion of the MDTMB Project Security Plan and Assessment (DIT-170). This security plan will be created and updated throughout the life of the project to ensure security is integrated into the WebEOC solution via the Systems Engineering Methodology of the State Unified Information Technology Environment model.

Procurement Plan

ESi will provide a Procurement Plan detailing what equipment and software should be purchased and a schedule outlining when it should be delivered and available to meet project deliverables.

Risk Management Plan

A plan for managing project risk will be created using MDTMB Risk Management Plan (PMM-06). It will define the risk management methodology to be used, risk assumptions, roles and responsibilities, timeframes, risk ranking and scoring techniques, risk thresholds, risk communications, and a risk tracking process. It will also include risk response planning to determine options and actions to enhance opportunities and reduce threats to the project's objectives.

Initial Test Plan

ESi has extensive experience performing system testing to properly evaluate, measure, and deliver quality products. Testing covers all aspects of the software including functional testing, systems testing, and integration testing. ESi will provide a Test Plan and will conduct extensive testing of the Michigan system as outlined in the Test Plan.

Initial Implementation Plan

ESi's Implementation Plan will ensure that all of the required steps to implement the complete project are met on time and within budget. The project implementation plan will track the project from start up through system maintenance and will be updated throughout the lifecycle to reflect any critical changes that may develop based on requirements gathering and validation. It will define the process to implement and verify the software in each environment including test, training, and production.

Initial Maintenance Plan

ESi will provide a Maintenance Plan which will define the approach, roles and responsibilities, and staffing to provide ongoing maintenance and support of WebEOC. The Contractor's approach includes but is not limited to processes and activities for general maintenance and operations, implementation of software updates, tools, and on-call support.

Payment Milestones and Schedule

The project timeline will reflect the deliverables/milestones for which payment shall be made as shown in Exhibit 6 - Pricing.

Deliverables for Initiation and Planning

1. A1: Project Plan (See section 1.300)
2. A2: Work Breakdown Structure
 - o Project Schedule

Acceptance Criteria

Initiation and Planning document are provided in accordance with Section 1.300 of the Contract and approved by the EMHSD and contractor.

B. Business & Technical Requirements

The EMHSD has identified the business and technical requirements in detail as described in Exhibit 1 and Exhibit 2.

1. Validation of CIMS Business Requirements
 - a. Contractor is to verify and validate the business requirements (Exhibit 2) with the EMHSD
 - b. Must clarify any unclear or ambiguous requirements that could impact system implementation



- c. The contractor is to provide the business gap analysis document
2. Validation of CIMS Technical/General System Requirements
 - a. Contractor must verify and validate the technical requirements (Exhibit 1) with the EMHSD and the MDTMB technical lead
 - b. Must ensure requirements meet state and industry standards
 - c. Must clarify any unclear or ambiguous requirements that could impact system implementation
 - d. Must provide technical information to technical lead for completion of the MDTMB Enterprise Architecture Solution Assessment and the Project Security Plan and Assessment
 - e. The contractor must provide the technical gap analysis document

Gap Analysis Approach

The ESi methodology involves a structured and standardized requirement management and gap analysis process resulting in comprehensive, well documented requirements that will act as the cornerstone for the development and implementation of the proposed solution. The requirement analysis process consists of developing a set of requirements to describe the functionality of the overall WebEOC system; followed by a process of decomposing the higher-level business requirements into successively more detailed functional and technical requirements. ESi will deliver a Gap Analysis (GA) Plan to help manage this process to ensure the system meets the needs and expectations of EMHSD.

GA Overview

The GA Plan will document how the project scope will be defined, managed, controlled, verified and communicated to the project team and stakeholders/customers. The GA plan will be used throughout the development life cycle to ensure that all initial requirements and subsequent changes are clearly understood by the ESi development staff and the stakeholders at EMHSD and throughout the state. The GA Plan will identify the timeframe, criteria and conditions as to when the requirements represent the definitive baseline for the project against which change control will be applied. The requirement management process involves:

- Requirement elicitation and validation
- Gap Analysis between the current ('As Is') and future state ('To Be') CIMS
- Requirement traceability

Steps must be taken to control and monitor changes, and ensure that approved changes are made only in accordance with the Gap Analysis and Change Control Plans governing the CIMS project.

Integrated change control includes the processes to analyze, evaluate, and report the impact of each proposed change and provides a structured environment to:

- Examine the proposed changes to WebEOC in a disciplined manner
- Document the requested and approved, or denied, change for future reference
- Ensure that all parties understand and agree to the approved change request before commitment to the change

Roles and Responsibilities for Gap Analysis

All roles and responsibilities will be defined for those stakeholders that influence the requirements management and gap analysis process, including but not limited to: the project manager, the change requestor, the requirements manager, the requirements Change Review Team, the CIMS business team, CIMS functional teams, CIMS technical teams, CIMS executive management or steering committee, etc. Roles and responsibilities will be clearly defined and an organization chart will be provided.

Business/Functional Requirements and Gap Analysis

Identification of requirements from a wide audience with differing expectations and perspectives is critical to achieve the expected results. ESi will collaborate with business, functional and executive stakeholders compiling a comprehensive set of requirements to ensure the system meets the needs of the organization and external business partners.



All EMHSD processes will be addressed.

Each of the EMHSD processes will be mapped to the WebEOC processes and status boards. This map will be documented in the Requirement Traceability Matrix (RTM). If any gaps are identified between existing capabilities within WebEOC and the EMHSD processes, the ESI Project Manager will document the requirement, validate the requirement with EMHSD and add the configuration work to the Project Plan.

The requirements management process consists of three main tasks for each functional area: identifying, documenting and controlling requirements.

ESI uses a three-prong approach to identifying and developing requirements:

- Conduct Requirements Workshops
- Review Industry Standard Requirements
- Analyze State Business Processes And Issues

Business/Functional Requirement Elicitation and Validation

The first step in the requirements management and gap analysis process is business and functional requirements gathering and validation. A series of sessions will be conducted onsite with EMHSD to validate and expand on requirements in the CIMS RFP and to gather new requirements. The goal of the initial requirements session will be to review EMHSD goals and processes to ensure that all necessary functionality is discussed during one of the future requirement sessions. Subsequent requirements validation and gathering will be separated into the following workgroups:

- Event Reporting
- Damage Estimate
- Health
- Mission/Tasking
- Donations Management
- Integration/Customization

During the requirements sessions, ESI will demonstrate best practices from other implementations that address the EMHSD requirements.

Each workgroup will meet in Joint Application Development (JAD) sessions to gather, review, and prioritize the requirements. These requirements will be reviewed and approved through a formal requirements validation process.

ESI will work with business team members to develop high level to-be business process models that depict anticipated WebEOC functionality in the new system. These business process models will be developed to assist the business team members with identifying gaps, validating the requirements and ensuring that the processes with functional areas and hand-offs between functional areas are reflected in the requirements.

This initial set of requirements will become the requirements baseline. Any modifications to the requirements, whether additions, deletions, significant changes or minor clarifications will be logged and tracked and will be considered changes to the baseline requirements.

There are several types of requirement changes, however not all changes must follow the formal requirement change process. The determination of whether a change must follow this process is based on how substantive the change is. Changes are considered substantive if a significant alteration is made to any baseline requirement. The following changes are considered substantive and must follow the formal change management process outlined in this document.

- Additions: Adding new requirements to the baseline set.
- Deletions: Deleting current requirements from the baseline set.



- Revisions: Revising current requirements to change the meaning or intent in the baseline set.
- Timing: Changing the timing of requirements in the baseline set due to scope changes.

Requirements Traceability

All requirements gathered through the Contract resulting from the RFP and the onsite visits will be outlined in a Requirements Traceability Matrix and mapped back to the Design Specification Document. Traceability ensures that EMHSD needs and concepts are addressed by a set of requirements and that the requirements are fulfilled by the high level and detailed design. Traceability also ensures that system and sub-system requirements are fully verified. Traceability supports impact analysis and configuration management for long term maintenance, changes and upgrades, and replacement to the system. Any changes to the Requirements baseline will be tracked and the changes will be reflected through updates to the Requirements Traceability Matrix and the Design Specification Document. Through this process, ESi will ensure that the development process will establish traceability between system requirements and design and software requirements, between software requirements and software design, and between software requirements and tests.

Gap Analysis – State Responsibilities

Completion of the Gap Analysis process is based on the following:

- 1) EMHSD staff will be available and actively participate in the requirements gathering and gap analysis workgroup sessions.
- 2) EMHSD staff will be required to review and approve documented business and technical requirements in a timely manner based on the defined project plan and schedule.
- 3) Facilities and space will be provided for workgroup sessions, meetings, ESi staff while on site, and document reviews. Facilities include telephones, audio/visual technology, and white boards for conducting working sessions for various groups.

Deliverable: Gap Analysis – Business Requirements Document

The Requirements Gathering and Gap Analysis Process will be documented and delivered to EMHSD in a Gap Analysis – Business Requirements document leveraging the Business requirements from Exhibit 2. This document will describe the methodology used to determine and assess the business requirements, the gap analysis, and the detailed findings. This information will be directly used to assist with the development of the Design Specification Document.

Deliverable: Gap Analysis - Technical Requirements Document

The approach and methodology used for the business requirements will also be used for the technical requirements. Technical requirements from Exhibit 1 coupled with technical workgroup sessions will generate high-level and detailed technical requirements. These will be documented and a baseline will be established. Changes to technical requirements will be managed and documented through change control, and the technical requirements will be outlined in the Requirements Traceability Matrix and mapped back to the Design Specifications Document.

The technical requirements gathering and gap analysis process will be documented and delivered to EMHSD in a Gap Analysis – Technical Requirements document. This document will describe the methodology used to determine and assess the technical requirements, the gap analysis, and the detailed findings. This information will be directly used to assist with the development of the Design Specification Document.

Deliverable: Design Specification Document

A Design Specification Document will show how the WebEOC solution will be structured to satisfy the requirements identified in the system requirements and gap analysis documents. It is a translation of requirements into a description of the hardware/software structure, hardware/software components, interfaces, and data necessary for the implementation phase. In essence, the Design Specification Document will be the blueprint for the Michigan WebEOC solution, building on the requirements



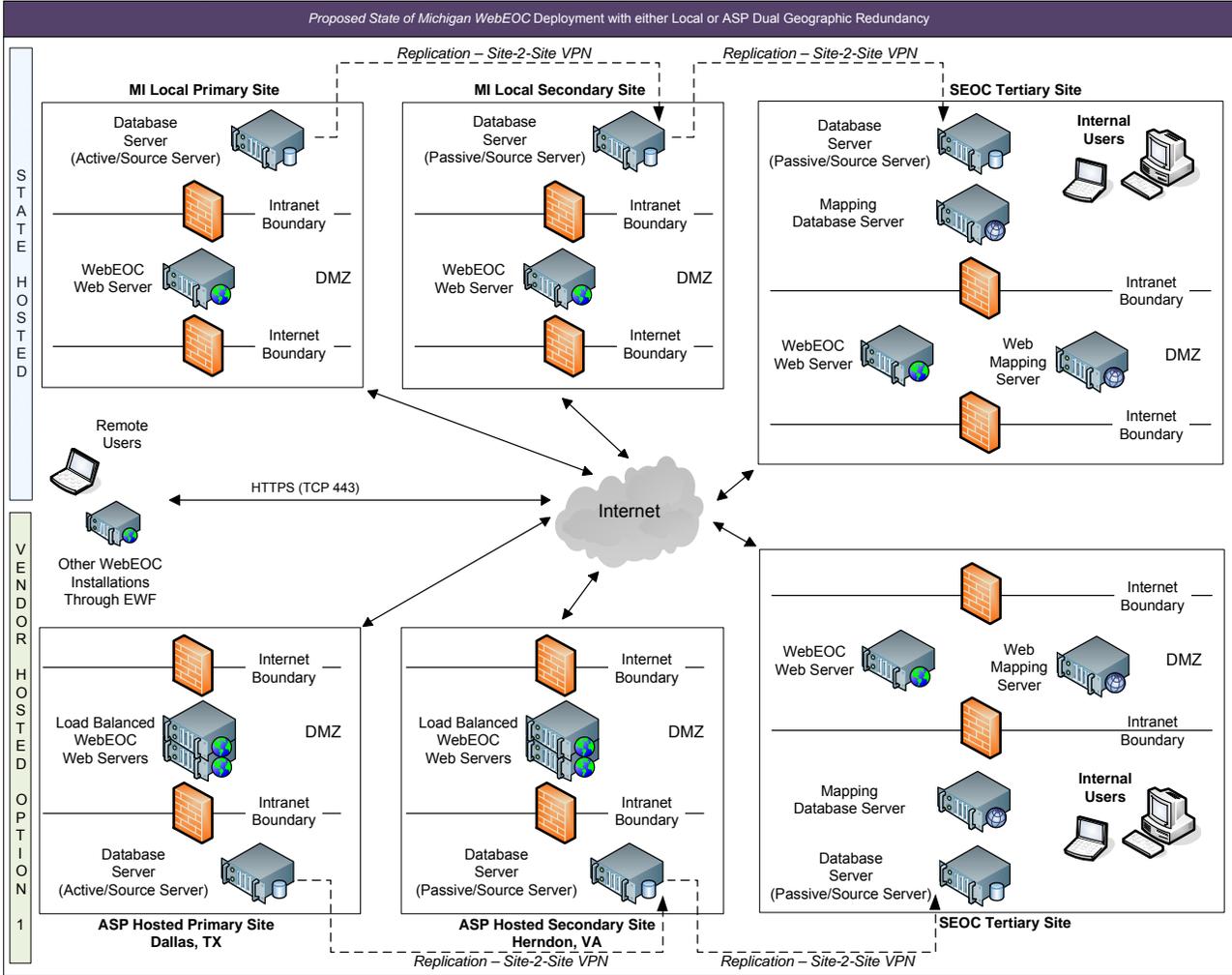
gathered during the workshops. ESI will take the gathered requirements and Gap Analysis documents, analyze them and create a design. At a minimum, it will contain the following components:

- 1) Technology Architecture
- 2) Integrated Logical Data Model
- 3) WebEOC Data Dictionary
- 4) Process Flows

1) Technology Architecture

Technology Architecture is the implementation schematic. It will consist of multiple diagrams that show how the system will be deployed.

See the following Architecture Diagram, illustrating local and hosted options for EMHSD:



2) Integrated Logical Data Model

ESI will provide a full diagrammatic Integrated Logical Data Model which will provide a logical view of the components of the solution from the top down.

3) WebEOC Data Dictionary

ESI will provide a robust Data Dictionary that will effectively describe data in the system through the different data terms and logic within WebEOC. The Data Dictionary will provide information on each data element to include but not limited to name and type, description of the data element and the format of each data element.

4) Process Flows

At a minimum, the following Process Flows will be included in the design document:



Event Reporting, Situation Reporting, Mission/Tasking Process, Initial Damage Estimate Process.

ESi will include mockups for each of the processes.

Roles and Responsibilities for Design Specification Document

All roles and responsibilities will be defined for those stakeholders that influence the Design Specification document, including but not limited to: the project manager, the requirements manager, the CIMS business team, CIMS functional teams, CIMS technical teams, CIMS executive management or steering committee, etc. Roles and responsibilities will be clearly defined.

Design Specification – State Responsibilities

Completion of the Design Specification document is based on the following:

- 1) EMHSD staff will be required to review and approve the Design Specification document in a timely manner based on the defined project plan and schedule.
- 2) Facilities and space will be provided for workgroup sessions, meetings, ESi staff while on site, and document reviews. Facilities include telephones, audio/visual technology, and white boards for conducting working sessions for various groups.

DTMB Enterprise Architecture Solution Assessment and Project Security Plan and Assessment

In addition to the Gap Analysis and Design Specification documents, ESi will provide technical information as requested to the EMHSD technical lead and will assist with the development and completion of the DTMB Enterprise Architecture Solution Assessment and the DTMB Project Security Plan and Assessment.

Deliverable(s)

1. Gap Analysis document of business requirements and contractor software
2. Gap Analysis document of technical requirements and contractor software
3. DTMB Enterprise Architecture Solution Assessment
4. DTMB Project Security Plan and Assessment
5. Design Specification document detailing the overall design, configuration and customization needed to meet the requirements. This document must be signed off by the EMHSD prior to software configuration/implementation.

Acceptance Criteria

Agreement of business and technical gap analysis documents between the EMHSD and Contractor.
Design specification document approval by the EMHSD and contractor.

C. Hardware

The Contractor provided the following description of their hardware configuration recommendation in response to the RFP:

WebEOC Web Server/EWF Server Specifications:

- **Processors:** Two - Quad Core Intel Xeon 2.6GHz, 1333MHz Front Side Bus
- **Memory:** 16 GB
- **Hard Drive:** Two - 146GB, SAS, 15K
- **Hard Drive Configuration:** RAID1
- **NIC:** GB NIC
- **CD-ROM:** DVD ROM
- **Power Supply:** Redundant Power Supply
- **Operating System Software:**
Windows Server 2008 R2 (32 bit, 64 bit), Standard Edition
Microsoft .NET Framework 3.5 SP1
Microsoft IIS 7.0 or higher
- **Note: IA64 is not supported**

WebEOC/EWF SQL Database Server Specifications:



- **Processors:** Two - Quad Core Intel Xeon 3.33GHz, 1333MHz Front Side Bus
- **Memory:** 16 GB
- **Hard Drive:** Six - 146GB, SAS, 15K
- **Hard Drive Configuration:** RAID1 / RAID5
- **NIC:** GB NIC
- **CD-ROM:** DVD ROM
- **Power Supply:** Redundant Power Supply
- **Operating System:**
Windows Server 2008 R2 (32 bit, 64 bit), Standard Edition
Microsoft .NET Framework 3.5 SP1
- **Note: IA64 is not supported**
- **Database Software:** Microsoft SQL Server 2008

System Requirements: Virtual Environment

- WebEOC can run in a virtual environment, provided the dedicated resources meet or exceed the specifications detailed above.

System Requirements for Mapper Professional/GIS

- ESRI® ArcGIS® Server 9.3, 10.0, or higher Standard or Advanced Edition – Workgroup or Enterprise Level
- Map and geocoding services must be configured on the ArcGIS server
- The Adobe Flash Player browser plug-in version 10.2 (or greater) is required for client web browsers

System Requirements: User

- Microsoft IE 7.0 and above, Firefox 3.0 and above, Chrome 3.0 and above, and Safari 4.x and above. Other browser versions function with the application, but may be limited in some areas

System Requirements: PDA

WebEOC supports the following mobile operating systems:

- Blackberry OS v6 and later
- Apple iPhone (latest OS version)
- Apple iPad (latest OS version)
- Android devices (v2.1, 2.2, 3.1)

Contractor shall provide the final hardware configuration required for maximum performance of the software in the State's environment. At least three separate replicating environments will be established: one at the SEOC and two others at geographically dispersed locations. The CIMS will be hosted by the State on State supplied server hardware.

Deliverable(s)

Acceptance Criteria

The EMHSD and contractor agree on hardware environment

D. Software

The CIMS software must be a highly configurable COTS software program that will accommodate the requirements indicated in Exhibit 1 and Exhibit 2.

The CIMS Software that will be provided by the Contractor consists of the following:

- **WebEOC Professional** - *provides the backbone of the CIMS functionality, including emergency activation and event reporting, situation reporting, resource management/mission tracking, initial damage estimate, as well as other emergency management processes*
- **WebEOC Mapper Professional** - *allows users to interact with events, resources, and other response information in a geospatial environment.*
- **WebEOC Resource Manager** - *provides NIMS-compliant resource inventory management, resource request management, and resource deployment tracking.*



The following software is provide as an option that can be executed later.

- **ESiWebFUSION** - *allows a WebEOC server to communicate with other WebEOC servers by acting as a communications hub to route messages to intended recipients.*

Software Installation

Prior to delivery of services, both ESi and Michigan will have specific responsibilities to ensure that the hardware is in place and fully configured. Before arriving onsite, ESi will attempt to verify State responsibilities have been met. Once servers are installed and fully configured, ESi will install software remotely.

System Analysis and Design

The System Analysis and Design phase is the process whereby the “As Is” and “To Be” processes are analyzed and documented. ESi will collaborate with Michigan stakeholders to gather requirements and develop a comprehensive system design.

ESi will gather the requirements during a series of on-site requirement discovery sessions. During these discovery sessions, ESi will review all out-of-the box processes within WebEOC. As each of the business processes for Michigan is discussed, ESi staff will interactively review with the stakeholders the processes within WebEOC to meet the requirement. Discovery sessions will be held with key stakeholders to evaluate processes including, but not limited to, Mission Tasking, Resource Requesting and Tracking, Situation Reporting, and Event Reporting.

The Contractor will configure WebEOC to meet the State requirements. This involves building new Status Boards, modifying existing, out-of-the-box Status Boards and/or importing and modifying Status Boards from other WebEOC customers.

Software Development and Configuration

After the overall design, configuration, and customization requirements have been fully documented and the Design Specification Document is approved by the EMHSD, the system development will begin. All system development will be based on the documented requirements from the system analysis and design phase. If changes to the requirements are identified during the development process, the requirements document will be updated and submitted for review to the Michigan stakeholders.

The ESi Project Manager will participate in weekly Performance Review Meetings during the development phase with the Michigan Project Manager to review progress and address any open issues. Progress will be communicated in a weekly Project Status Report. If clarification is required for any of the requirements, it will also be addressed during the weekly Performance Review Meetings. The Performance Review Meetings and Status Report Meetings will be held via conference call.

Also during this phase, the preparation for User Acceptance Tests (UAT) and Performance Reliability Evaluation (PARE) will occur. Based on the approved system design, the UAT Plan and PARE will be developed.

System Testing

Testing will cover all aspects of the software including functional testing, systems testing, and integration testing. ESi will conduct extensive testing of the Michigan system.

ESi uses a Virtual Machine environment for much of the system testing. This ensures a "clean" state before testing commences to remove the possibility of invalid data corrupting the test. This approach also allows for State provided parameters to be in place. The test environment allows ESi to mimic any system configuration that the State has as well as quickly and easily change the environment in response to State needs. The system tests are conducted within this virtual machine environment and reports will indicate the environment parameters used during the test.

User Acceptance Testing (UAT)

Before commencement of the UAT, ESi will schedule a meeting of all stakeholders to discuss roles, responsibilities, and the reporting procedures. This meeting will include, but is not limited to, ESi, Michigan



and any other appropriate representatives. During this phase, a weekly meeting will be held with all participants to discuss the following action items:

- Progress of UAT Tasks Planned versus Actual
- Defect Status and Remediation Status
- Release Schedule
- Test Case and Validation Results

System Acceptance and Closeout

During this phase, ESI will work closely with Michigan staff and stakeholders to ensure that all issues related to functionality, usability, installation, performance, security, backup/recovery, and operation are properly addressed. ESI will install all necessary software and components under direct supervision of Michigan staff.

As part of the system acceptance and closeout activities, ESI will provide all deliverables outlined in this proposal. The final project deliverable will be the complete solution which will include all the system functionality as specified in the Contract and appendices. Additionally, ESI will work with Michigan to ensure that any additional information or materials required to maintain, use, and administer WebEOC have been transferred to Michigan prior to project closeout.

Deliverable(s)

1. Procurement of software

Acceptance Criteria

The software will be reviewed and accepted in accordance with the requirements of the contract. EMHSD and MDTMB will review the software within a mutually agreed upon timeframe for acceptance/approval of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation. Beta software is not an acceptable deliverable.

E. Implementation

The Contractor must provide implementation services to install, configure, and test the hardware and software to meet the requirements of the CIMS in each proposed environment. The system must be fully tested prior to final production implementation and acceptance.

1. The contractor must install and configure all software in the chosen environment for the State of Michigan and perform system testing.
2. The contractor must test the system to ensure the requirements are satisfied.
3. The contractor must request the EMHSD's project manager approval of the content and completeness of the test scripts.
4. The contractor must correct all test errors, implement corrections, and re-execute tests in their entirety until the requirements are met to the EMHSD's satisfaction.
5. The contractor must first test all components and after proper operation has been achieved will turn the system over to the EMHSD for user testing.
6. The contractor, in cooperation with the EMHSD, shall monitor the operation and fix any problems related to improper operation within two (2) business days of their identification unless otherwise agreed to by the EMHSD.
7. During testing, the EMHSD and contractor shall work together to measure response times and system performance.
8. The contractor will work with MDTMB and EMHSD to set up and test replication between the different environments in the system.
9. Once both parties have agreed, in writing, that the system is ready for production, the system will be tested by the State to ensure complete functionality.
10. Migrate current CIMS equipment resource list (Critical Asset Reports), which will be provided to Contractor in .CSV format. This data currently resides in a Lotus Domino Database.



ESi's Implementation Plan will ensure that all of the required steps to implement the complete project are met on time and within budget. The project implementation plan will track the project from start up through system maintenance and will be updated throughout the lifecycle to reflect any critical changes that may develop based on requirements gathering and validation. It will define the process to implement and verify the software in each environment including test, training, and production.

ESi will provide all necessary files and documents to the State required for the installation and configuration of the proposed WebEOC solution. All initial and subsequent configuration and customization to the system will occur in a development environment and be thoroughly tested by ESi and the EMHSD. Testing of data migration will also be performed in the development environment prior to production installation and migration. Production migration of equipment resource list will be performed prior to the functional benchmark and PARE.

ESi will work with EMHSD to identify and then develop interfaces to and from the replacement system. Existing processes will be implemented in WebEOC and integrated through the use of a standard data exchange protocol ESi will provide knowledge transfer of the data exchange implementation to EMHSD IT staff.

The interface to these systems will pull data from other systems and support dynamic requests for data. It will be designed such that additional interfaces to other systems can be built for other solutions. The solution will enable EMHSD to accommodate data transfer to Federal agencies who are mandating export functionality WebEOC can be set up to receive common RSS feeds (news, weather alerts, etc.), email, secure city/county 911 call data, or any XML structured data feed.

Appendix B (ESI and Customer Responsibilities Matrix) provides additional information on roles and responsibilities of the Contractor and State.

Deliverable(s)

1. Provide an installation and configuration library
2. Initial configuration of application for EMHSD
3. Configuration of the contractor software to meet the requirements agreed upon between the State and the Contractor in the Design Specification document
4. Data migration of current CIMS data (i.e., equipment resource list only) to new system

Acceptance Criteria

The software will be reviewed and accepted in accordance with the requirements of the contract. Final acceptance of the software will depend on the successful completion of the User Acceptance Testing (UAT) and Performance and Reliability Evaluation (PARE).

F. Training

Once user acceptance testing is complete and EMHSD has agreed that the system meets their requirements ESi will provide training, based on the boards and processes developed for EMHSD to EMHSD staff. Contractor will provide the following training classes.

- (1 Class) WebEOC End User Train-the Trainer
- (2 Classes) WebEOC for Power Users
- (1 Class) WebEOC Administration and Basic Board Building for Administrators
- (1 Class) WebEOC Administration and Basic Board Building for System Administrators and DTMB staff
- (1 Class) WebEOC Resource Manager and WebEOC Mapper Professional End User Train-the-Trainer
- (2 Classes) WebEOC Resource Manager and WebEOC Mapper Professional for Power Users
- (1 Class) WebEOC Resource Manager and WebEOC Mapper Professional for Administrators
- (1 Class) WebEOC Resource Manager and WebEOC Mapper Professional for System Administrators and DTMB staff



As part of the training, ESi will provide designated EMHSD personnel with extensive working knowledge of the system capabilities, training in the administration of the system, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions.

A typical WebEOC implementation consists of one (1) WebEOC Administrator and Board Building course. During this course, the WebEOC administrators are presented with end-user training (train-the-trainer), WebEOC administration, and basic board building. This course is taught in three modules over a two day period of time. WebEOC Administrator class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.

End-User training can be taught by the organization's WebEOC Administrator or Trainers (when they are comfortable doing so) or by ESi Staff. For this project, ESi will initially conduct Train-the Trainer course(s) to enable EMHSD trainers to train end users.

End-User Training (Train-the-Trainer). An end-user WebEOC training class can be presented in 3 hours; therefore, two (2) WebEOC end-user (Train-the-Trainer) classes can be conducted in one day if at the same location. The end-user training classes have a maximum of 20 students, unless otherwise agreed to. All students must have access to a computer and the Internet. The Instructor must have access to a computer, the Internet, a data projector and screen.

Quality Assurance

Students must demonstrate their knowledge of the each Learning Outcome by completing an exercise at the end of a lesson segment to the satisfaction of the instructor. Feedback from the instructor is provided to students as needed/requested. The class does not progress until all students have mastered a concept. Active participation in the class is a requirement for receiving a course certificate.

In addition to on-site training, ESi offers online WebEOC end-user training electronically via the ESi Learning Portal and virtual, webinar-style, courses that can be delivered weekly, monthly or quarterly.

ESi will develop a training syllabus tailored to the processes and procedures developed for WebEOC during the implementation phase of the project and will deliver that syllabus to the EMHSD electronically for EMHSD trainers to edit and reproduce.

WebEOC training is conducted as soon as the WebEOC system has been implemented. WebEOC Administrators are usually trained first followed by end-users or trainers.

Training Materials

ESi's documentation and training units work together to product comprehensive student manuals for ESi delivered courses. Basic student training manuals already exists for all ESi software products. These manuals will be tailored to the specific needs of the State.

The State will have access (in editable electronic form) to the WebEOC End-User Training Manual which they can use without restriction.

EMHSD should provide the following for each training class:

- A computer for each student (the training will be hands-on)
- Internet connectivity (or intranet) for all computers
- Proper lighting for software training (limited florescent lights and controllable incandescent lights)
- A podium to allow the instructor to stand in front of the class and operate his/her computer
- A minimum of an 8' data screen in the front of the room
- A data projector connected to the instructor's computer (ESi can provide the instructor's computer and the data projector if needed.)



Expedited Training

EMHSD trainers should be able to conduct Just-in-Time training for personnel that have not received formal WebEOC end-user training. A trainer should be able to show a new end-user how to operate a WebEOC system in 10-15 minutes. As part of the Emergency Onsite Support Service which allows the State to “pre-register” and then request the on-site presence of ESI personnel to assist with WebEOC operations during emergency activations, ESI can send trainers to a site to support EMHSD. Participation in the program is available to customers with current software support. Services offered through the program are in addition to services provided under the maintenance plans. All services are provided for a fee.

Deliverable(s)

1. The Training Courses outlined in the section above
2. Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom, online training, training flier, release features, etc.)
3. Training plans, training manuals and all training materials, which will become the property of the State

Acceptance Criteria

Successful delivery of training classes, training manuals, and documentation.

G. Documentation

Documentation delivered for the WebEOC solution will be available in electronic format and published to a secure internet website (e.g., WebEOC File Library) that is accessible to State administrators for the WebEOC solution, updated regularly, utilize unique numerical identifiers, and be consistent with the most current version, and three (3) previous versions, not to include retroactive documentation for versions of the software prior to the version delivered as part of the solution.

ESI will work with the State to identify a mutually-agreed upon organizational structure and format to be used for the documentation library delivered for the WebEOC solution. Revisions to documentation will be clearly identified in the form of change summaries and release notes that will accompany updates delivered to the State. The documentation library will maintain the three (3) previous versions of the documentation, not to include retroactive documentation for versions of the software prior to the version delivered as part of the solution.

Documentation will provide troubleshooting techniques, problem resolution, escalation procedures, and roles and responsibilities of the State and ESI. In addition to documentation, a wide variety of troubleshooting techniques can be found in the ESI Customer Support Portal that includes tips on status board design, best practices, topics by the ESI Support Team, and community forum.

ESI will ensure a process is established for notifying the State of discrepancies or errors discovered in the system, operations, and user documentation.

ESI will submit timely system, operations, and user documentation for State approval. The State will provide approval or comments within ten business days of ESI's submitting documentation for review and approval.

The Contractor shall provide the following:

User manual(s) – must provide information for the following roles to adequately use and administer the CIMS.

WebEOC user manuals will provide the procedures and information utilized by general end-users and system administrators to operate and administer each software component included in the WebEOC solution.

Documentation will also provide information and instructions on the processes implemented in the WebEOC solution to accomplish State of Michigan business processes, such as event reporting, situation reporting, resource management/mission tracking, etc.

Technical manuals

ESI will provide technical manuals in digital format that can be accessed on-line (e.g., File Library in WebEOC).



Data Element Dictionary

ESi will provide a robust Data Dictionary that will effectively describe data in the system through the different data terms and logic within WebEOC. It will provide information on each data element to include but not limited to name and type, description of the data element and the format of each data element.

Operations Manual

ESi will deliver an Operations Manual that documents the phases, steps, and processes needed by the State's technology staff to operate and maintain the application and system software, including but not limited to application set up, User ID management, database maintenance and tuning, database and application recovery, and systems backup and recovery.

Updates

ESi will provide updates to digital technical documentation for the term of the contract.

System documentation

ESi will deliver system documentation that provides the specifications, information, procedures and instructions necessary for installation, configuration, and maintenance of the WebEOC solution.

Installation and Configuration Procedures

The WebEOC solution will be delivered with system installation instructions that cover technical pre-requisites, preparation activities, and step-by-step installation procedures.

Module Configuration Documentation

Documentation detailing module configuration for the WebEOC solution will be created and delivered.

Testing Scripts

WebEOC testing procedures and test cases will be created and provided.

Specification Documentation

Documentation created for the WebEOC system will describe the technical design and specifications of the solution.

Production Migration

Procedures for coordinating, preparing, deploying, testing, validation, and rollout from the development/testing environment into the production environment will be documented.

Error Logging/Access Information

System documentation will describe the types of errors that may be experienced, error message tracking, instructions for error correction, and how authorized users can access error logs in the WebEOC solution.

Disaster Recovery

The disaster recovery section documents the procedures to recover the database following any type of disruption, real-time replication of the database and backup of the server system states for WebEOC, and restoration in the event of a failure of the primary site.

Batch Processing

Documentation will provide requirements for batch processing, as applicable.

Application Maintenance

System documentation will cover how software updates are applied, setting up and running system maintenance routines, and preventive maintenance tasks to ensure reliable operation and minimized downtime.

Caching

System documentation will describe how caching is employed in the solution, and provide techniques and best practices to optimize caching in the system.



Deliverable(s)

1. User Manuals outlined in the section above
2. Technical Manuals outlined in the section above
3. System Documentation outlined in the section above

Acceptance Criteria

All documentation has been delivered and formally accepted by the State in the formats and timeframes defined in the contract.

H. Maintenance and Support

The contractor must provide maintenance and support for their software solution; including third party software and tools included in their overall solution. Software maintenance starts upon software delivery and State acceptance. Contractor must provide user and technical help desk support on a 24 x 7 x 365 basis. The EMHSD will designate a System Administrator(s) to be the point of contact for the Help Desk. Contractor software releases will be tested by the EMHSD prior to moving to production.

The following description applies to Maintenance and Support provided through this contract:

1. All maintenance is performed by qualified personnel familiar with the software
2. Remote diagnostic capabilities are provided
3. Maintenance is renewable annually
4. The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract
5. The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software
6. Support is provided for superseded releases and back releases still in use by the State
7. For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any software provided with the deliverables, commencing upon installation of the deliverables or delivery of the software:
 - a. **Error Correction.** Upon notice by State of a problem with the software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - b. **Material Defects.** The State will be notified of any material errors or defects in the deliverables known, or made known to Contractor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - c. **Updates.** All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.
8. Contractor Supplied User and Technical Help Desk
 - a. Help desk support is available 24 x 7 x 365 with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management
 - b. A Web-enabled help desk interface is provided at no additional cost
 - c. Phone support for the EMHSD System Administrator(s) for configuration issues/questions
 - d. Application/System documentation should provide FAQ and/or Support Information for frequent issues staff/users may encounter
 - e. Calls for service must be answered by close of next business day

ESi will provide Silver level software support for EMHSD. See Appendix C – WebEOC Software Support Plan for additional information.

Support is available through the following resources on the ESi Support & WebEOC Community Portal at <http://support.esi911.com>.

- Search the knowledge base of ESi Official Solutions and Best Practices.
- Ask or converse with a community of peers and ESi moderators.
- Contact ESi Support via the support portal, email, or phone.



For questions or problems of a non-critical nature, the State can submit a ticket through the Support Portal, by email, or call the Customer Support Help Desk using the callout list below.

ESi Customer Support	US Customers	International Customers
WebEOC Customer Support portal	http://support.esi911.com	
WebEOC Customer Support email	support@esi911.com	
WebEOC Customer Support Help Desk	(877) 771-0911	(706) 823-0911
WebEOC Customer Support Pager	(888) 243-7204	(803) 202-1014

If no one is available to answer the call (when dialing the Toll-Free Help Desk Number) the following options are available to the State:

- Leave a message and your call will be returned as soon as possible. Calls received outside of ESI normal duty hours (Monday through Friday, 8:30 a.m. – 7:00 p.m. Eastern) will be returned the next business day.
- Alternatively, the caller will be prompted to page the on-duty technician. If electing this option (or dialing the pager number direct), ensure the call back number includes the appropriate area code. If the call back number is a “general” number, the caller will ensure the person answering the phone knows to whom the call should be transferred.

Callers who dial the ESI commercial number must ask to be transferred to Tech Support. If no answer, there will be an option to page the on-duty technician or leave a message. Messages will be returned as described above.

SUPPORT CASE ESCALATION PROCEDURE

After hours, the on call ESI Duty Officer returns the customer page, reviews the scenario, and triages the issue. If the case meets a Severity Level I or II, and the actions requested by the Duty Officer do not resolve the issue, the ESI Duty Officer immediately elevates the issue to advanced technical support and/or development staff.

If the call is for *emergency* support, and after paging the on call ESI Duty Officer the customer does not receive a call back within ten (10) minutes, the caller will make contact with ESI Management in the order listed:

ESi Emergency Support Escalation Contact Information		
Manager of Customer Support	Dyral Fox	(706) 823-0911 (Office) (706) 951-1755 (Cell)
Vice President, Customer Support, Quality Assurance	Charles Ryan	(706) 823-0911 (Office) (803) 292-4107 (Cell)
Vice President, Chief Architect	Josh Newsome	(706) 823-0911 (Office) (706) 830-2807 (Cell)
Executive Vice President	Nadia Butler	(706) 823-0911 (Office) (706) 836-5151 (Cell)

1 year of maintenance, support and upgrades, including new releases must be provided by the Contractor at no cost to the State per Exhibit 6.

Deliverable(s)

1. Maintenance of contractor software purchased through this contract; including any third party software the contractor has included as part of their solution
2. Contractor supplied user and technical support as identified above

Acceptance Criteria

An acceptable maintenance and support program as described will be provided by the contractor.



I. Knowledge Transfer/Transition

Once user acceptance testing is complete and Michigan EMHSD has agreed that the system meets their requirements ESi will provide training, based on the boards and processes developed for Michigan EMHSD to EMHSD staff. The Contractor will provide the following training classes.

- WebEOC End User Train-the Trainer
- WebEOC Admin Training
- Basic Board Building
- WebEOC Resource Manager and WebEOC Mapper Enterprise Training

As part of the knowledge transfer, ESi will provide designated Michigan EMHSD personnel with extensive working knowledge of the system capabilities, training in the administration of the system, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions.

ESi will present a course that will focus on what network and database administrators need to know and understand to keep SQL running smoothly. ESi will examine common bottlenecks and present tips & techniques to tune SQL Server. Recommended maintenance practices to prevent repeat symptoms will also be explored. Topics include optimizing server performance, database application and recovery, installing WebEOC patches and updates, the WebEOC API, and the use of Double-Take, ESi's preferred method of data mirroring.

Deliverable(s)

1. Knowledge transfer to EMHSD and MDTMB Agency Services staff in the following:
 - a. Applications configuration
 - b. Database configuration
 - c. Specific instructions on application update processes
 - d. Third party software integration processes

Acceptance Criteria

State staff has a thorough understanding of the technical configuration of the application and database to provide adequate support.

J. Warranties

The Contractor must provide a warranty of all products and services resulting from this Contract commencing on the first day following Performance and Reliability Evaluation (PARE) acceptance and formal written acceptance by the State.

See WebEOC End User License Agreement (EULA) included as Exhibit 3.

Deliverable(s)

1. The minimum warranty period of ninety (90) days is required.
2. During the warranty period, Contractor must correct any element of the system which fails to perform in accordance with the requirements of this contract and/or published specifications, at no cost to the State. Corrective action by the Contractor shall include, but is not limited, redesigning, repairing, or replacing the nonconforming element.
3. The ninety (90) day warranty shall provide that the software is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions.
4. The Contractor will be responsible for all parts, labor and travel expenses during the ninety (90) day warranty period following acceptance.
5. The Contract shall assign all third party warranties for deliverables to the State.



K. Optional Software, Services and Training

Optional Software: ESiWebFUSION WebEOC Professional and ESiWebFUSION

ESiWebFUSION is a robust solution that expands upon the native data sharing capability resident within WebEOC Professional. The State of Michigan can purchase and implement this optional module as a subsequent phase to the initial WebEOC implementation. ESiWebFUSION can be installed on servers owned/operated by the State of Michigan or it can be hosted by ESi. Michigan can determine which configuration best meets the requirements at the time of implementation. Optional pricing for the ESiWebFUSION license / support and optional hosting services is included. Michigan can use hours from the Reserve Bank for the related implementation services. Pricing for ESi hosting services represents standard ESi configuration. If Michigan requires an alternate hosting configuration, pricing will be provided once requirements are defined.

NOTE: ESiWebFUSION is a data messaging hub that also facilitates the integration of WebEOC systems and other third party platforms. If the message recipient is not available, or has lost connectivity, ESiWebFUSION will store the messages until the recipient is able to retrieve it. Because systems using ESiWebFUSION make outbound-only connections, firewalls can remain in place, maintaining maximum security. All data crossing over ESiWebFUSION is fully encrypted.

Optional Services: Various

The State intends to establish funding in this contract for the purchase of additional services related to the environment from this Contractor.

Services must be dependent upon mutually agreed upon statement(s) of work between the Contractor and the State of Michigan. Once agreed to, the Contractor must not be obliged or authorized to commence any work to implement a statement of work until authorized via a purchase order issued against this contract.

System enhancements/scope modifications may include but shall not be limited to changes to the system that are necessary to meet:

- a. New State policy requirements.
- b. New Federal regulations.
- c. New technology requested by the State.
- d. Accommodate new or updated interfaces requested by the State.
- e. Custom Reports

The Contractor must be able to respond with costs and timelines to all requests to modify the CIMS application to meet future needed functionality.

The steps shown below outline the approach ESi will use to deliver WebEOC system enhancements and modifications drawing from a block of pre-purchased hours to be determined by the State designated for such work.

Initiation of Request for Additional Services

Requests for additional services to include system enhancements and modifications should be initiated by the State to their respective ESi Project Manager. This initial notification can be through a phone call, email, or during an onsite visit by the Regional Manager.

Discovery

The Project Manager will work with the State and facilitate requirements gathering processes and identification of project deliverables. This process is typically completed remotely with the customer through a series of phone and web conferences.

Statement of Work

The Project Manager will create a Statement of Work (SOW) based on the requirements identified during Discovery and review it with the State to verify that the scope and deliverables for the desired enhancements and services have been accurately identified and defined. The SOW will also contain



an estimate for the number of hours for Project Management, Development, QA, Training, etc. commensurate with the scope.

Authorization to Begin Work

Project authorization for ESI to commence project work will begin when ESI has received official approval of the SOW from the State.

Project Methodology

ESI will follow similar project methodology as proposed for this initial engagement but appropriate for the scale of the WebEOC enhancements and modifications requested. This process will include the following traditional steps: Project Planning

- Requirements Gathering and Gap Analysis
- Design
- Development
- Testing
- Training
- Implementation
- Acceptance
- Project Closeout

Project work will primarily be completed remotely and facilitated through phone and web conferencing. Offsite work will be supplemented with visits onsite with the State, as required, to ensure accurate understanding and delivery of the project requirements and deliverables. This may include, but is not limited to, gap analysis, implementation, and training.

Optional Training: Annual WebEOC User and Training Conference

Optional training includes but is not limited to additional registration fees to the annual WebEOC User and Training Conference.

Deliverable(s)

Specific deliverables will be defined in future Statements of Work or identified within the Purchase Order.

Acceptance Criteria

Specific acceptance criteria will be defined in future Statements of Work or identified within the Purchase Order.

II. Requirements

A. CIMS Technical/General System Requirements

The detailed technical/general system requirements for the CIMS are identified in **Exhibit 1**, CIMS Technical/General Systems Requirements template.

B. CIMS Business Requirements

The detailed business requirements for the CIMS are identified in **Exhibit 2**, CIMS Business Requirements template.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor Single Point of Contact (SPOC) is **Matt Cronin**.

The duties of the SPOC shall include, but not be limited to:

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



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

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

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

The Contractor will provide a **Business Analyst**. The Contractor's business analyst responsibilities include, at a minimum:

- Conduct interviews with program area administrators.
- Develop flowcharts of business processes.
- Verify and validate the business and functional requirements.
- Clarify any unclear or ambiguous requirements.
- Prepare business gap analysis document.
- Assist in developing test plans, test scripts, and test scenarios.
- Facilitate testing results sessions.

The Contractor will provide a **Technical Lead**. The Contractor's technical lead responsibilities include, at a minimum:

- Verify and validate the technical requirements.
- Clarify any unclear or ambiguous requirements.
- Prepare technical gap analysis document.
- Develop technical design document with assistance from the State.
- Aid the State in development of the security document.

The Contractor will provide a **Trainer**. The Contractor's trainer responsibilities include, at a minimum:

- Develop training plans for all training classes.
- Develop and prepare training materials.
- Schedule classrooms and participants.
- Conduct training classes.
- Develop and provide class evaluations for each class.
- Provide completed class evaluations to the State Project Manager.



All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as Key Personnel for this project:

- **Project Manager – Matt Cronin**
- **Business Analyst – John O'Dell**
- **Technical Lead – Jeff MacDonald**
- **Trainer – Jim Cook**

The following Non-Key personnel are assigned to this project:

- **Business Analyst – Mitch Yudasz**

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

B. On Site Work Requirements

1. Location of Work

- a. The following State location will be utilized by the contractor:
Michigan State Police Emergency Management &
Homeland Security Division
State Emergency Operations Center
4000 Collins Road
Lansing, MI 48910
- b. The Contractor will perform certain work at this State location which includes:
 - i. Requirements verification
 - ii. Training
 - iii. Process Validation
 - iv. Deliverable Walkthrough/Review unless agreed to in advance by the State Project Manager
- c. The State Project Manager will identify other such on-site needs.
 - i. The State will provide workspace (work space, telephone, and access to a printer, copier, and fax machine) for the Contractor when on site at SOM offices for specific predefined activities but not for the duration of the project.
 - ii. Said space is most likely at the 4000 Collins Road Lansing, MI 48910 Michigan, however there may be some travel required to other State facilities as needed.
- d. Contractor staff will be located at ESi Headquarter for the duration of the project with the following exceptions.
 - During the Initiation and Planning Phase ESi staff, including the Business Analyst, Technical Lead, and Project Manager will be located onsite with the State stakeholders for one day of Orientation.
 - During the Requirements Definition Phase ESi staff, including the Business Analyst, Technical Lead, and Project Manager, will be located onsite with the State stakeholders for and Process Review over a period of two weeks.
 - During the Construction Phase ESi staff, including the Business Manager, and Project Manager will be onsite for two days to conduct Process Validation.
 - During the Implementation Phase ESi staff, including the Business Analyst and Project Manager will be onsite for two days to conduct a Functional Benchmark. The ESi Trainer will be onsite for training during this phase for nine days over a period of two weeks. Finally, the ESi Business Analyst will return for Go Live for one day.



2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

4. Additional Security and Background Check Requirements:

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

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

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

The Contractor and/or staff must be able to pass a security clearance check and drug tests prior to assignment to this project. Contractor must present certifications evidencing drug tests for all staff identified for assignment to this project. The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case-by-case basis. The scope of the background check is at the discretion of the State and MSP. The results will be used to determine eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background Checks including State and FBI (IAFIS) Fingerprint check.

The Contractor must submit a completed Background Check Authorization Request (CJIS-008) to MSP's Information Security Officer for approval prior to the individual(s) starting of the project. As part of the background check process, the contractor will be required to submit an RI-8 Fingerprint card or submission of fingerprints via a livescan device. Depending on the nature of a contract or work assignment, the contractor may also be required to include a security addendum as part of the contract. The contractor is responsible for any and all costs associated with the background check process.

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
- Desk
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDTMB 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	Phone/e-mail
Jaclyn Barcroft	MSP/EMHSD	CIMS Coordinator	517-324-2385 / BarcroftJ@michigan.gov
Mary Wichman	MSP/EMHSD	Section Manager	517-333-5023 / WichmanM@michigan.gov
Rich Law	MSP/EMHSD	IT Analyst	517-333-5027 / LawR@michigan.gov
Don Bouffard	MSP/EMHSD	Engineer	517-333-5026 / BouffardD@michigan.gov
Michelle Kleckler	MSP/EMHSD	GIS Specialist	517-333-4553 / KlecklerM@michigan.gov

State Project Manager- (MDTMB and MSP/EMHSD)

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

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

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

Name	Agency/Division	Title
Gordon Mayes	MDTMB	Project Manager
Jaclyn Barcroft	MSP/EMHSD	Project Manager

MDTMB shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Steve Motz	MDTMB	Contract Administrator



1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

The Contractor provided a Preliminary Project Plan with their proposal which is included as Exhibit 5. The Contractor will provide an updated Project Plan as required in this section and Article 1, Section 1.104.

Project Plan

1. The Project Plan will include:
 - a. Statement of project objectives
 - b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104.
 - c. Roles and responsibility matrix for both Contractor and State personnel
 - d. Organization chart
2. The Project Plan will include a MS Project Schedule that includes:
 - a. All tasks as defined in Section 1.104
 - b. All deliverables as defined in Section 1.104
 - i. Target start and end dates for the deliverables.
 - c. Dependencies that illustrate the relationship of various tasks and deliverables
 - d. Identification of roles likely to participate in the tasks and deliverables
 - e. Internal milestones including, for example:
 - i. When hardware must be available
 - ii. When various environments must be ready
 - iii. When we go live
 - f. Task durations
3. The Project Plan shall include the following deliverable/milestones for which payment shall be made.
 - a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
 - i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
4. The Project Plan shall include the following as well as any other required SUITE documents:
 - a. Change Management Plan – See Section 1.403 below
Communications Plan – Details how information is shared within the team and with stakeholders including meetings, reports, who creates the report, who attends meetings or receives reports, frequency, etc.
 - b. Quality Plan – Details how to ensure deliverables meet expectations – “right the first time” and how defects are identified, tracked and resolved.
 - c. Security Plan and Assessment – Details the DIT-170 which is created and updated throughout the life of the project to ensure security is integrated into the solution and associated risks monitored
 - d. Procurement Plan – Details the process behind any purchases of equipment or material is handled.
 - e. Resource Plan – Details the process to ensure skills and experience are identified and procured or developed to ensure “right people for the specific roles.”
 - f. Risk Management Plan – See Section 1.402
 - g. Initial Test Plan shall include the testing approach, scenarios, environment, tools, schedule, effort, and resources to ensure defects are defined, tracked and corrected.
 - h. Initial Implementation Plan – Define the process to implement and verify software in each environment including test, training, and production
 - i. Initial Maintenance Plan – Define the approach, roles and responsibilities, and staffing to provide ongoing maintenance and support as defined in 1.104 (I) L.



Orientation Meeting

Within **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, at a minimum, weekly meetings to review the Contractor's performance under the Contract. The meetings will leverage the Project Status Report (defined below) and 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 MDTMB, in compliance with SUITE, and the Michigan Department of State Police (MSP)
2. Within **twenty (20)** business days of the execution of the Contract, the Contractor will submit to the State Project Manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - a. The Contractor's project organizational structure.
 - b. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.
 1. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 2. Any positions to be allocated to a subcontractor or individuals identified that are not employees of the contractor must be so identified including the name of their firm.
 - c. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - d. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project 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 Contract'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.
 - Summary plan showing start and end dates for all phases
 - Detailed plans for no less than all active phases and those starting in the next 90 calendar days.
 - For example, if the design phase is "active" the detail plan is required for that entire phase. However, if other phases should commence within this window, then detailed plans is also required for that phase/those phases, too.
 - Said plan is updated no less than biweekly
 - Updates must include actual time spent on each task and any revision of the 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 Project Manager for approval within **fifteen (15)** business days after the execution of the contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Minimum reports to be furnished by the Contractor. Contractor may include additional reports or propose options/groupings of reports as listed below:

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Services for the next reporting period
- Deliverable status
- Schedule status – any discrepancies from critical path in project plan
- Action Item status
- Issues
- Updated risk plan
- Change Control
- Repair status
- Maintenance Activity

At a minimum, a monthly status meeting must be scheduled with the MSP/EMHSD Project Manager, DTMB Technical Lead, and MSP Project Office to review and discuss monthly reports.

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 as agreed by both parties.

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. 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 MDTMB 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 MDTMB 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 following criteria will be used by the State to determine Acceptance of the services and/or deliverables provided under this Statement of Work (SOW).

The system shall be deemed accepted by the State and final payment will be paid by the State when the standard of performance is met as defined in this section. Acceptance testing identified in this section must be sufficiently detailed to demonstrate the system’s compliance with key criteria of the Contract. At a minimum, the acceptance testing will confirm the following:

1. Functional – the capabilities of the system with respect to the functions and features described in the technical portion of the Contract.
2. Performance – the ability of the application to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.

The State is responsible for final acceptance of the software using an integrated Performance and Reliability Evaluation (PARE) as described below:

1. Determination of System Readiness Application.
 - a. Prior to the PARE, a committee of four (4) persons will be identified to evaluate the performance on a daily basis. The committee will consist of one Contractor representative, and three (3) state representatives.
 - b. The PARE will begin when the Contractor certifies in writing that the solution is ready for use by the State.
 - c. A functional benchmark demonstration will be run for the PARE Committee to confirm that the solution is operating and integrating per contract. This run must be completed to the satisfaction of the PARE Committee.
2. Standard of Performance.



- a. The performance period (consisting of thirty (30) consecutive calendar days) shall commence when the system is fully operational and system is ready for full production use. The date and time of the start of the PARE will be agreed upon by the Contractor and the State.
 1. During the successful performance period, all rerun time resulting from State equipment failure shall be excluded from the performance period hours. Equipment failure downtime shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment failure and the time that the equipment is returned to the State in operating condition. Any solution failure within the thirty (30) consecutive calendar day PARE, will cause a re-start of the PARE.
 2. During the successful performance period, the State and Contractor will mutually agree on the number of hours of operational use time on each component that will be required as a basis for computation of the average effectiveness level.
 - i. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated downtime.
 - ii. If each component operates at an average level of effectiveness of 99.9 percent or more for a period of thirty (30) consecutive calendar days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance.
 - iii. The State shall notify the Contractor in writing of the successful completion of the performance period.
 - iv. The software shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Agreement.
 - v. If successful completion of the PARE is not attained within one hundred and eighty (180) consecutive calendar days from the original start date of the PARE, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
 - vi. The PARE will be complete when the equipment has met the required effectiveness level of the prescribed time period.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables, completion of ALL tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, delivery of services, and the certification by the State that the Contractor has met the defined requirements. Final acceptance of any component or enhancement will be formally executed in writing by the State of Michigan and the Contractor after all issues identified during User Acceptance Testing have been resolved, tested, and accepted and certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

The project will be paid upon completion of fixed price milestone/deliverables. The Costs Table(s) are provided in Exhibit 6.

Compensation and payment shall be conducted in accordance with Article 1, Section 1.601.

Competitive Pricing

Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If, during the term of this Contract, Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, Contractor shall be obligated to provide the same to the State for subsequent purchases.



Reserved Funding – Other Software, Services and Training

The State intends to establish a reserved fund for services including, but not limited to customizations, enhancements and modifications to the system. Hourly rates for these services are provided in **Exhibit 6, Table 3**. These hours are proposed as a firm, fixed price and must be supported by a statement of work mutually agreed upon by the State and Contractor. Payment will be made based on acceptance by the state based on the criteria set forth in the statement of work. Deliverables will be either physical deliverables (documents, source code, etc) or service deliverables. Per this contract, the State will not pay for any travel expenses, including airfare, hotel, mileage, meals, parking, etc. Exhibit 6, Table 3 also includes pricing for additional software, maintenance, hosting and training.

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 MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect.

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.

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

Maintenance and Support

The State shall pay maintenance and support charges on an annual basis. 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.

1.602 HOLDBACK

RESERVED



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 CONTRACT TERM

This Contract is for a period of **5** years beginning April 13, 2012 through April 12, 2017. 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 **five (5)** additional **one 1** year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the Purchasing Operations. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS, APPENDICES & EXHIBITS

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

2.005 ORDERING

The State 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, Attachments, Appendices and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.



2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

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

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration

2.021 ISSUING OFFICE

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

Steve Motz
Buyer
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Phone: 517-241-3215

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of Purchasing Operations directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector (CCI) for this Contract will be the same individual acting as the State Project Manager.



2.023 PROJECT MANAGER

The following individual will oversee the project:

Jaclyn Barcroft, CIMS Administrator
Michigan State Police Emergency Management and Homeland Security Division
4000 Collins Road, Lansing, MI 48910
BarcroftJ@michigan.gov
Phone: 517-324-2385
Fax: 517-333-4987

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: Steve Motz
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:

Name: Melissa M. Leigh, General Counsel
Address: 823 Broad Street
Augusta, GA 30901

Or the point of Contact for the Contractor identified on the Contract Notice.

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.
- (d) 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

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor



and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives shall at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor shall provide all reasonable facilities and assistance for the State's representatives.

2.112 EXAMINATION OF RECORDS

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State shall notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 RETENTION OF RECORDS

Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting



records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records shall be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor shall respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 ERRORS

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

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

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State shall infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of



- the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
 - (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
 - (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
 - (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
 - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
 - (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

2.124 WARRANTY OF TITLE

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

2.125 EQUIPMENT WARRANTY

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



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

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

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

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

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

2.126 EQUIPMENT TO BE NEW

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

2.127 PROHIBITED PRODUCTS

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

2.128 CONSEQUENCES FOR BREACH

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

2.130 Insurance

2.131 LIABILITY INSURANCE

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

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

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

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



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

See www.michigan.gov/dleg.

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

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

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

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

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

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

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

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

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

- 4. Employers liability insurance with the following minimum limits:
 \$100,000 each accident
 \$100,000 each employee by disease
 \$500,000 aggregate disease

- 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 MDTMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to



any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

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

2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

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

2.146 INDEMNIFICATION PROCEDURES

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default



judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

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

2.152 TERMINATION FOR CAUSE

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.



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

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private contract or subcontract.



2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

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

2.158 RESERVATION OF RIGHTS

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

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.



2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed thirty 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 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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



2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

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

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

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

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.



Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

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

2.242 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
 - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and



the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$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/documents/dmb/1460.00_184733_7.pdf. 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 RESERVED - MIDEAL (MICHIGAN DELIVERY EXTENDED AGREEMENTS LOCALLY)

2.282 RESERVED - STATE EMPLOYEE PURCHASES

2.283 RESERVED - COOPERATIVE PURCHASING

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 PHYSICAL MEDIA WARRANTY

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

2.320 Software Licensing

RESERVED - 2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR

RESERVED - 2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR

RESERVED - 2.323 LICENSE BACK TO THE STATE

2.324 LICENSE RETAINED BY CONTRACTOR

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

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

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

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

2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES

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

2.330 Source Code Escrow

2.331 DEFINITION

"Source Code Escrow Package" shall mean:

- (a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;



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

2.332 DELIVERY OF SOURCE CODE INTO ESCROW

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

2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW

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

2.334 VERIFICATION

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

2.335 ESCROW FEES

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

2.336 RELEASE EVENTS

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

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

2.337 RELEASE EVENT PROCEDURES

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

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

2.338 LICENSE

Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

**2.339 DERIVATIVE WORKS**

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



Glossary

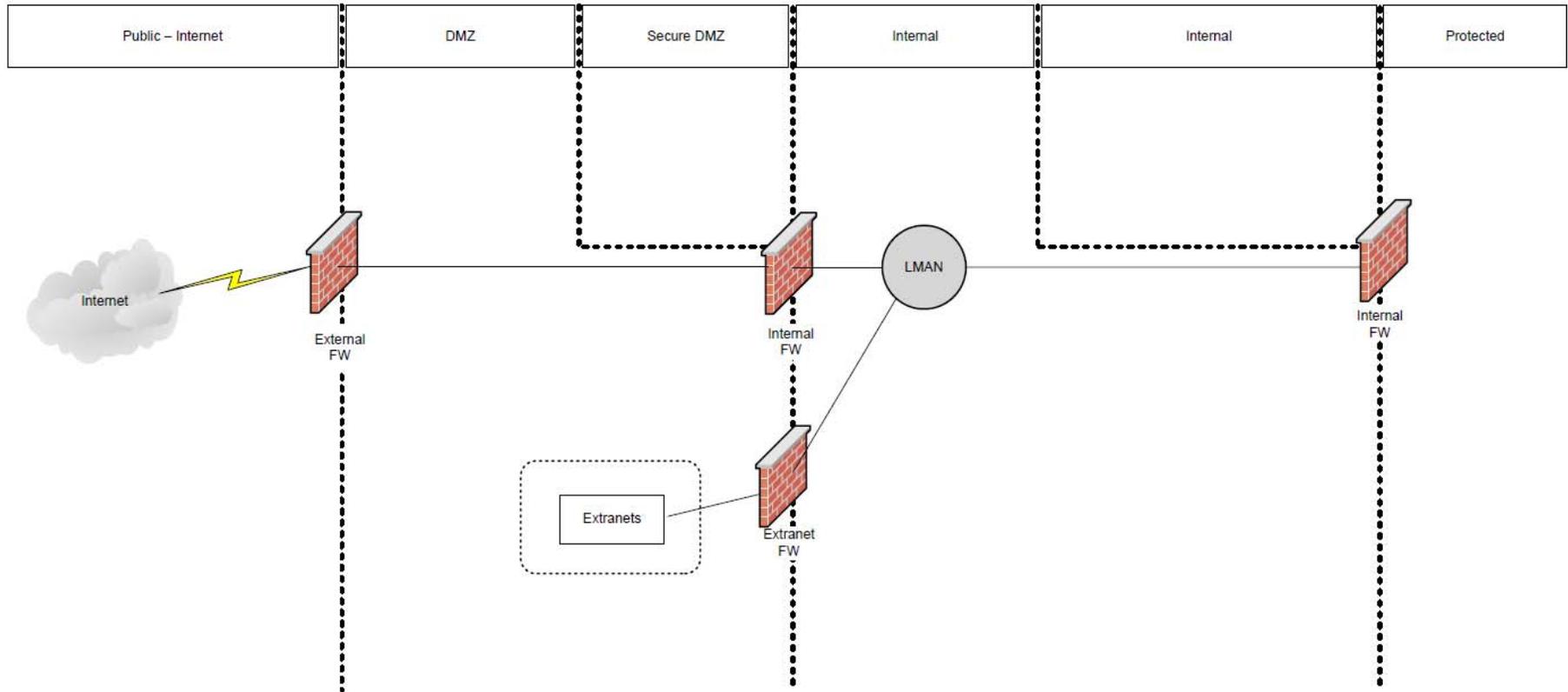
Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
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.
RESERVED	Section is not applicable or included in this Contract. 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.



Appendix A – State of Michigan Network Diagram





Appendix B – State and Contractor Responsibilities / Installation

WebEOC® Professional –Local Solution			
Description	State	ESi	N/A
Designate a Project Manager.	√	√	
Appoint sufficient WebEOC Administrators to ensure that at least one is available for duty during a protracted event.	√		
Provide Contact Information for the following positions:			
Emergency Management Director	√		
IT Director or Point of Contact	√		
GIS Point of Contact (If WebEOC Mapper Professional will be installed)	√		
WebEOC Administrator	√		
Two contacts who are to receive (via email) announcements related to WebEOC products and services (e.g. software updates, user conference details, etc.)	√		
Provide address where installation will occur. If implementing a disaster recovery solution, include address where redundant WebEOC installation(s) will occur.	√		
Provide address where administrator training will occur.	√		
Provide address where user training will occur, if different from the above.	√		
Provide servers if hosting WebEOC locally.	√		
Describe hardware environment at primary (and if appropriate, redundant) location(s). Specify whether separate web and database servers or combined web/database server will be provided. NOTE: If WebEOC will be accessed via the internet, separate web and database servers are recommended. Combined web and database server can be used if access will be limited to State's intranet.	√		
For each web and database server, a supported Microsoft operating system must be provided and installed.			
Provide operating system software	√		
Install operating system software	√		
Install latest security and service pack updates	√		
Install Microsoft Internet Information Service (IIS) on designated web server(s) with all current updates.	√		
Ensure IIS allows execution of ASP.NET.	√		
Provide Microsoft SQL Server software for designated database server(s) ¹ .	√		
Install Microsoft SQL Server with latest security and service pack updates.	√		
Provide and install anti-virus software.	√		
Install web and database servers.	√		
Connect server(s) to the network.	√		

¹ Microsoft SQL Server 2005 or 2008 Standard Edition (licensed per CPU) recommended.



WebEOC® Professional –Local Solution			
Description	State	ESi	N/A
In support of WebEOC software installation, either provide physical and/or remote access to the servers (include special technical considerations / requirements for allowing access – e.g., VPN client, special IP address, etc., OR provide POC who will assist ESi during installation/configuration.	√		
Advise ESi if a proxy server will be required to access the internet.	√		
The WebEOC application requires (A) a Local Administrator account <u>OR</u> (B) a service account with the following rights: <ol style="list-style-type: none"> 1. <u>Allow Log On Locally</u> 2. <u>Act as Part of the Operating System</u> 3. <u>Database Owner (DBO) access to the Master database in SQL</u> (This allows for the creation of tables, etc., in the WebEOC database. Once the WebEOC database and related tables are created, the DBO right can be changed to Master from the WebEOC database). Internal security policies must allow for these requirements. Please provide a point of contact who will assist in implementing these local changes should they be required.	√		
Implement all required network security measures (e.g. hardware/firewall) prior to WebEOC installation.	√		
Open port 80 (443 for SSL) when placing the web server behind a firewall.	√		
If replicating (using Double-Take) through a firewall: <ul style="list-style-type: none"> • Windows Server 2003/2008 - allow bi-directional communication over TCP/UDP Port 6320 and ICMP. 	√		
Open firewall port 1433 for SQL if placing a separate web server in a DMZ.	√		
If the WebEOC messaging component is to be used to pass email, SMTP traffic (Port 25) must be allowed on the network.	√		
Provide server IP address(es). If internet access to WebEOC is required, obtain and assign a <i>public</i> IP address.	√		
Obtain SSL certificate (if SSL will be implemented) and install on Web server. NOTE: If web server will be accessible from the internet, ESi recommends SSL certificate be purchased and installed prior to actual use.	√		
Provide and install software and hardware to backup the database (as required) ² . <i>State</i> is responsible for implementing database backups and all database maintenance.	√		
Provide and install (remotely when possible) WebEOC products listed in Section 2.0.		√	
Disaster Recovery Solutions:			
Confirm operating system(s) installed on database servers	√		
Provide, install and configure Double-Take Software		√	
Test failover solution. The primary (active) instance of WebEOC will undergo a test to simulate failover to the secondary (passive) instance of WebEOC at the redundant (mirror) site. Upon successful completion, both WebEOC instances will be returned to their normal state.		√	



Appendix C – WebEOC Software Support Plan

The Contractor has provided their available Software Support Plans as Appendix C.



**Software Support Plans
WebEOC® & ESiWebFUSION™
(Last Updated: August 2, 2011)**



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OPTIONAL EMERGENCY ON-SITE SUPPORT (EOSS) AGREEMENT



1.0 GENERAL

WEBEOC PROFESSIONAL, ST, AIR SOFTWARE SUPPORT PLANS

ESi offers support plans that capture the services most often requested by our clients. It is our hope that these plans will streamline the procurement process.

ESi offers the four optional software support plans listed below and described in the coming pages.

- **Bronze**
- **Silver**
- **Gold**
- **Platinum**

WEBEOC TOWN SQUARE SOFTWARE SUPPORT PLANS

ESi offers two optional software support plans listed below and described in the coming pages.

- **Basic**
- **Premium**

PERIOD OF PERFORMANCE / DATES

ESi Software Support bundled with License Fee:

When Year 1 Software Support is purchased as a *bundled line item with ESi software*, the 90 day maintenance period shall begin on the 1st day of the month following software installation.

If customer/licensee opts to install the software in its own environment, it is the responsibility of the customer/licensee to notify ESi customer support when software installation is complete. Upon notifying ESi the 90 day maintenance period shall begin on the 1st day of the month following software installation.

PLEASE NOTE: If customer/licensee does not notify ESi of an installation date within 90 days of the date of customer/licensee purchase contract, the 90 day maintenance period shall be presumed to begin on the date of such purchase contract.

Software Support not purchased:

If customer does not purchase Software Support, either as a bundled package or as a separate line item, then the customer is still entitled to receive any software updates created and released by ESi during the first 90 days of ownership, from the first day of the month following installation of the WebEOC Software.

Software Support for Plug-ins:

When Year 1 Software Support is purchased for plug in modules (i.e., *WebEOC Resource Manager, WebEOC Team Manager, WebEOC for Hospitals, or WebEOC Mapper Professional*) *in conjunction with WebEOC Professional*, the Software Support period begins on the WebEOC Professional start date. If purchased subsequent to the core WebEOC purchase the 90 day maintenance period shall begin on the 1st day of the month following software installation.

WebEOC® and ESi® are registered trademarks of ESi Acquisition, Inc. MapTac™ and ESiWebFUSION™ are trademarks of ESi Acquisition, Inc. All other trademarks are the property of their respective companies.

Software Support for Third Party software:

ESi regularly includes software support pricing for third party disaster recovery products (Double-Take Software). Support plans and pricing for these products are in accordance with manufacturer guidelines.



2.0 WEBEOC® PROFESSIONAL, AIR, ST PLAN HIGHLIGHTS

	Bronze	Silver	Gold	Platinum
All eligible product updates	•	•	•	•
Routine toll-free phone support during ESi business hours	TIME &	•	•	•
24/7 emergency phone support		•	•	•
Email and website support		•	•	•
After action analysis and suggestions for improvement		•	•	•
One (1) complimentary registration to annual User Conference		•	•	•
Board configuration services		10 hours	40 hours	80 hours
Annual onsite exercise evaluation			2 days	4 days
Annual onsite implementation evaluation			1 day	1 day
Educational services at ESi University, Atlanta, GA (transportation, lodging not included)			4 days	8 days

- i. Software updates cannot be purchased separately. Customers desiring correction, point, and level releases must select one of ESi’s software support plans.
- ii. **To renew software support after a lapse in coverage, customer must pay for the lapsed period dating back to when support ended.**
- iii. Pricing for Bronze, Silver, Gold, and Platinum cover listed product(s) only. Renewal cost of other ESi and 3rd party products is additive.
- iv. Customers who have implemented WebEOC locally (to include the local side of Hybrid implementations) are responsible for all costs associated with any third party software upgrades necessary due to changes/revisions to WebEOC software. These third party software products include operating, database and/or replication software (e.g., Microsoft Windows Server, Microsoft SQL Server or Double-Take).
- v. To the extent possible, ESi will prorate software support to coincide with customer’s fiscal year. In so doing, ESi and Customer will agree on the level of services provided during the altered period of coverage.
- vi. Unused services (e.g., board configuration, educational services, etc.) that are part of a Software Support Plan (Silver, Gold, or Platinum) **do not roll over at year end.**
- vii. Gold and Platinum support plans are specific packages and cannot be customized.
- viii. ESi will negotiate services (e.g., board building, onsite support, offsite training, etc.) with customers who desire to upgrade to Gold or Platinum during a year in which support is already being provided at a lower level. Agreement will be reached on prorated services.
- ix. Gold and Platinum support plans include travel expenses associated with onsite services within the Continental United States (CONUS). Non-CONUS customers seeking Gold or Platinum support should contact ESi for pricing.
- x. Support Plans apply to the current level release only.
- xi. Pricing contained herein is subject to change.



xii.

3.0 WebEOC® SOFTWARE SUPPORT PLANS

3.1 BRONZE

Price: WebEOC® *Professional* – Bronze – \$4,900.00 ³

WebEOC® *Professional* Bronze Software Support is the least expensive software support option ESi offers. In addition to corrections, which address software anomalies and enhancements which provide new features/functionality, renewal also ensures customers have access to updates that correct or improve performance and security. Maintaining WebEOC at the latest software release will assure compatibility with other agencies using WebEOC, and with any WebEOC plug-ins customer may have or subsequently purchase. It will also ensure your system is always capable of connecting to ESiWebFUSION.

Bronze Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.).
 - Point releases: modifications to the current generation of software, including enhancements and improvements.
 - Correction releases: patches provided to correct software anomalies.
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESi911.com>
- Access to the latest releases on the ESi Downloads Center website
- [http://www.webeoc.com/webeoc_community].
- Customers seeking technical support will be billed on a time and materials basis (\$175.00 first hour, plus \$150.00/hr thereafter). Section 7.0 for additional details.

³ WebEOC Air, \$8,800.00; WebEOC *ST*, \$9,050.00; WebEOC *for Hospitals*, \$5,700.00



3.2 SILVER

Price: WebEOC® *Professional Silver* – \$9,000.00 ⁴

Silver Support Features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESi911.com>
- Access to the latest releases on the ESi Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESi911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One (1) complimentary registration for the Annual WebEOC User Conference⁵.
 - Learn about latest WebEOC advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- **10** hours of board building, scripting, or configuration.

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESi [e.g., submit support tickets, authorized to download software].
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.

⁴ WebEOC *Air*, \$12,900.00; WebEOC *ST*, \$13,150.00; WebEOC *for Hospitals*, \$9,800.00

⁵ Applies to core WebEOC license only (*Professional, Air, ST or for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



3.3 GOLD

Price: WebEOC® *Professional – Gold* – \$24,900.00⁶

Gold and Platinum Support plans are available to customers who desire an enhanced level of support from ESi, including annual exercise support, system evaluation, and training opportunities.

Gold Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESi911.com>
- Access to the latest releases on the ESi Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESi911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference⁷.
 - Learn about latest WebEOC advances
 - Attend Administrator and User training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- **40** hours of board building, scripting, and configuration.
- Annual exercise evaluation – **Two (2)** days onsite

⁶ WebEOC *Air* fee is \$28,800.00; WebEOC *ST*, \$29,050.00; WebEOC *for Hospitals* \$25,700.00

⁷ Applies to core WebEOC license only (*Professional, Air, ST, for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESi will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC, and the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
 - Evaluate customer's event reporting, mission tasking and situation reporting processes
 - Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC best practices
 - Support the WebEOC Administrator during the exercise for user-related issues
 - Provide onsite technical support during the exercise
 - Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations
-
- Annual process evaluation - **One (1)** day onsite
 - Evaluation based on best practices recommended by ESi and observed throughout the user community
 - Recommend process / workflow improvements
 - Review software enhancements issued throughout the year
 - Evaluate effectiveness of customer changes made during the year
-
- **Four (4)** days of educational services at ESi University (travel expenses borne by customer)

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESi.
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.



3.4 PLATINUM

Price: WebEOC® *Professional* – Platinum – \$34,900.00⁸

Gold and Platinum Support plans are available to customers who desire an enhanced level of support from ESi, including annual exercise support, system evaluation and training opportunities.

Platinum Support Plan features include:

- Software Updates
 - Level releases: new release or new generation of software (such as the 2008 release of WebEOC 7.0.)
 - Point releases: modifications to the current generation of software, including enhancements and improvements
 - Correction releases: patches provided to correct software anomalies
- Access to a knowledge base, community discussion and board swap spaces, and resources on the ESi Support & WebEOC Community Portal at <http://Support.ESi911.com>
- Access to the latest releases on the ESi Downloads Center website [http://www.webeoc.com/webeoc_community].
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email and website support (<http://Support.ESi911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference⁹.
 - Learn about latest WebEOC advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- **80** hours of board building, scripting, and configuration.
- Annual exercise evaluation – **Four (4)** days onsite

⁸ WebEOC *Air* fee is \$38,800.00; WebEOC *ST*, \$39,050.00; WebEOC *for Hospitals*, \$35,700.00

⁹ Applies to core WebEOC license only (*Professional, Air, ST, for Hospitals*). Additional registrations are not given for purchase of WebEOC plug-ins, interfaces or “Redundant Server” software.



A regular EOC exercise program will keep you, your EOC staff, and your WebEOC® software in top working order. ESi will send a specialist to your facility to support your WebEOC Administrator and assist in evaluating the EOC Exercise.

- Evaluate the ability to exchange information using WebEOC, and the effectiveness of the WebEOC configuration for regional collaboration (as appropriate)
 - Evaluate customer's event reporting, mission tasking and situation reporting processes
 - Make recommendations for changes to the customer's WebEOC implementation based upon current WebEOC best practices
 - Support the WebEOC Administrator during the exercise for user-related issues
 - Provide onsite technical support during the exercise
 - Provide an After-Action Report to the WebEOC Administrator documenting findings, lessons learned and recommendations
-
- Annual process evaluation - **One (1)** day onsite
 - Evaluation based on best practices recommended by ESi and observed throughout the user community
 - Recommend process / workflow improvements
 - Review software enhancements issued throughout the year.
 - Evaluate effectiveness of customer changes made during the year
-
- **Eight (8)** days of educational services at ESi University (travel expenses borne by customer)

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESi.
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.



4.0 ESiWebFUSION™ SOFTWARE SUPPORT

Price: \$15,000.00¹⁰

ESiWebFUSION Software Plan features include:

- Software Updates
 - Level releases: new release or new generation of software
 - Point releases: modifications to the current generation of software, including enhancements and improvements.
 - Correction releases: patches provided to correct software anomalies.
- Access to the latest releases
- Routine software support available by telephone, Monday through Friday, 8:30 a.m. to 7:00 p.m. EST.
 - Toll-free phone, email, and website support (<http://Support.ESi911.com>)
 - Support for WebEOC software reinstalls
 - Remote session support
- Emergency “after hours” support provided 24/7 as necessary during actual or exercise events/incidents.
- Remote analysis of After Action Report findings with suggestions for improvement.
- One complimentary registration for the Annual WebEOC User Conference.
 - Learn about latest WebEOC and ESiWebFUSION™ advances
 - Attend training sessions
 - Meet with users to share experiences
 - Meet with other agencies within your region or vertical (utilities, airlines, etc.) to discuss information sharing and interoperability issues.
 - Attend user presentations on how WebEOC software is used
 - See technology demonstrations on current and future products
- **10 hours** of board building, scripting, and configuration.

Your obligations under this plan:

- Appoint a designated point of contact and two (2) alternate points of contact for interactions with ESi [e.g., submit support tickets, authorized to download software].
- Provide ESi with all necessary information about your operating environment, hardware, network configuration, security protocols, operational processes, and other information needed by ESi to respond to your requests for technical and other software support.

5.0 WEBEOC TOWN SQUARE SOFTWARE SUPPORT

ESi offers two *optional WebEOC Town Square* software support plans.

¹⁰ Unlike WebEOC, ESiWebFUSION may be installed on one second database server without incurring a “second server” fee.



Support Level	Knowledge Base and Community Forums	Product Updates	Support Tickets	Annual Price
Basic	Included	Included	\$175 per ticket	\$1,999
Premium	Included	Included	Included	\$4,998
Install/Reinstall fee				\$500

1. Software updates cannot be purchased separately. Customers desiring correction, point, and level releases must select one of the software support plans above.
2. Basic and Premium Software Support plans cover WebEOC *Town Square* only. Renewal costs for other ESi or third-party products are additive.
3. Customers implementing WebEOC *Town Square* locally (to include the local side of hybrid implementations), are responsible for all costs associated with any third-party software upgrades resulting from changes/revisions to WebEOC software. These third-party software products include operating, database, and/or replication software (e.g., Microsoft Windows Server, Microsoft® SQL Server®, or Double-Take).
4. To renew software support after a lapse in coverage, customer must pay for the lapsed period dating back to when support ended.

Warranty and Support

WebEOC® Town Square™ purchases are covered by a one-year limited warranty. In addition, customers who purchase WebEOC Town Square are entitled to 90 days of WebEOC Town Square support. At the end of the 90 days, routine WebEOC Town Square technical support will be available for \$175.00 per trouble ticket, Monday through Friday, during the hours of 0830-1900 Eastern.

Note: Support on third-party hardware and software products purchased through ESi is in accordance with the respective manufacturer specifications.



6.0 THIRD PARTY AND WEBEOC PLUG-IN / INTERFACE SOFTWARE SUPPORT COSTS

Software support pricing shown below is *in addition* to the cost of Bronze, Silver, Gold or Platinum Plans for WebEOC *Professional*.

WebEOC Redundant Server ^{11 12} \$800.00

WebEOC Plug-in

WebEOC *Mapper Professional* \$3,900.00

WebEOC *Resource Manager* \$3,000.00

WebEOC *Team Manager* \$3,000.00

WebEOC *for Hospitals* \$800.00

WebEOC Interface¹³

MIR3™ Interface no annual fee

EMTrack™ Interface no annual fee

EMResource™ Interface no annual fee

Third Party Software – Double-Take® (Per License/Per Year) ^{14 15}

Double-Take® Standard (Current) \$600.00

Double-Take® Advanced (Current) \$1,000.00

Double-Take® Standard (Reactivation) \$1,000.00

Double-Take® Advanced (Reactivation) \$2,000.00

¹¹ Fee based on ‘database’ servers, not web servers. Customers with multiple redundant servers must pay the Redundant Server fee for each redundant [database] server. This fee applies even though customer may designate another agency’s WebEOC server as their redundant database server.

¹² The Redundant Server software fee applies to core WebEOC products only (e.g., WebEOC *Professional*, WebEOC *Air*, WebEOC *ST*). Customers may install plug-ins / interfaces on redundant servers without incurring similar “redundant server” fees.

¹³ Interfaces to commercial products listed are supported/maintained by ESI as part of the core WebEOC® *Professional*, *ST*, *Air*, software support plan.

¹⁴ Double-Take® is a third party product from Double-Take Software. Customers wishing to renew Double-Take support are cautioned to renew on time to avoid “Reactivation” fees.

¹⁵ Per database server.



7.0 APPLICATION SERVICE PROVIDER (ASP) – HOSTING FEE¹⁶

ESi offers hosting services through Rackspace data centers located in Dallas, Texas and Herndon, Virginia. These facilities are fully redundant and geographically separated to reducing the likelihood that a man-made or natural disaster would affect both facilities simultaneously.

Customers who choose ESi to host their instance of WebEOC have two options – fully hosted or hybrid.

In the fully hosted scenario, ESi provides and maintains the customer’s WebEOC totally within its hosted environment.

Hybrid customers have WebEOC installed at the customer’s location on servers maintained locally with ESi providing a redundant capability at one of its datacenters.

Annual ASP and Hybrid fees are payable beginning Year 1.

WebEOC Professional or Air ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$2,500 (One-time)
ASP Hosting – Reinstatement Fee (when payment lapses for 30 days)	\$2,000

WebEOC Professional ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$7,850 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$12,850 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$17,850 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$22,850 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)

WebEOC Air ASP Service Description	Service Fee
ASP Hosting - Up to 250 concurrent, unlimited named.	\$9,350 (Annually)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$14,350 (Annually)
ASP Hosting - Up to 750 concurrent, unlimited named.	\$19,350 (Annually)
ASP Hosting – Up to 1000 concurrent, unlimited named.	\$24,350 (Annually)
ASP Hosting - Up to 250 concurrent, unlimited named.	\$1,800 (Monthly)
ASP Hosting - Up to 500 concurrent, unlimited named.	\$3,600 (Monthly)

WebEOC Mapper Professional ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$3,950

WebEOC Team Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,000

WebEOC Resource Manager ASP Service Description	Service Fee
ASP Hosting – SET-UP (One-time fee)	\$850 (One-time)
ASP Hosting – Annual ASP Fee	\$1,200

¹⁶ ASP (hosting) fees are in addition to software support fees referenced in Sections 3.1 through 3.4, and Section 5.0. Hosting fees cover the direct cost of hardware, software and services (ESi and Rackspace) to manage and maintain customer’s shared environment.



WebEOC Professional Hybrid Service Description	Service Fee
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$6,450 (Annually)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$11,450 (Annually)
Hybrid Hosting - Up to 750 concurrent, unlimited named.	\$16,450 (Annually)
Hybrid Hosting – Up to 1000 concurrent, unlimited named.	\$21,450 (Annually)
Hybrid Hosting - Up to 250 concurrent, unlimited named.	\$1,500 (Monthly)
Hybrid Hosting - Up to 500 concurrent, unlimited named.	\$3,000 (Monthly)

WebEOC ASP Database Storage	Service Fee
ASP Hosting – 5GB Block ASP Database Storage	\$500



8.0 CUSTOMER SUPPORT AND ESCALATION PLAN

Customers may seek support using the following resources on the ESi Support & WebEOC Community Portal at <http://support.esi911.com> :

- Search the knowledge base of ESi official solutions and tips and tricks
- Ask a community of peers and ESi moderators
- Contact ESi Support via support portal, email, or phone

For questions or problems of a non-critical nature, customers can submit a ticket through The Support Portal, by email to support@esi911.com, or call the Customer Support Help Desk number listed below

ESi Customer Support	US Customers	International Customers
WebEOC Customer Support portal	http://support.esi911.com	
WebEOC Customer Support email	support@esi911.com	
WebEOC Customer Support Help Desk	(877) 771-0911	(706) 823-0911
WebEOC Customer Support Pager	(888) 243-7204	(803) 202-1014

8.1 ESCALATION PLAN

If no one is available to answer your call (when dialing the Toll-Free Help Desk Number) you may:

- Leave a message and your call will be returned as soon as possible. Calls received outside of ESi normal duty hours (Monday through Friday, 8:30 a.m. – 7:00 p.m. Eastern) will be returned the next business day.
- Alternatively, you will be prompted to page the on-duty technician. If electing this option (or dialing the pager number direct), ensure the call back number includes your area code. If the call back number is a “general” number, please ensure the person answering the phone knows to whom the call should be transferred.

Customers who dial the ESi commercial number must ask to be transferred to Tech Support. If no answer, you may elect to page the on-duty technician or leave a message. Messages will be returned as described above.

If your call is for *emergency* support, and after paging the customer support technician you do not receive a call back within ten (10) minutes, call the following in the order listed:

ESi Emergency Support Escalation Contact Information		
Manager of Customer Support	Dyral Fox	(706) 823-0911 (Office) (706) 951-1755 (Cell)
Director of Customer Support, Quality Assurance	Charles Ryan	(706) 823-0911 (Office) (803) 292-4107 (Cell)
Vice President, Chief Architect	Josh Newsome	(706) 823-0911 (Office) (706) 830-2807 (Cell)
President and Chief Executive Officer	Nadia Butler	(706) 823-0911 (Office) (706) 836-5151 (Cell)

8.2 HOURLY SUPPORT (BRONZE AND CUSTOMERS WITHOUT SUPPORT PLAN)

Bronze Support Plan customers and customers *without* software support will be asked for a credit card number or purchase order before technical support will be provided. ESi accepts VISA, Master Card and Discover. Technical support rates in this instance will be charged in accordance with the following schedule.



Bronze Support (Hourly)	
New Trouble Ticket (minimum charge)	\$175.00
Troubles requiring more than (1) hour of customer support	\$175.00 plus \$150.00/hr.

We also ask that you notify ESI Customer Support by email (support@esi911.com) each time your EOC activates/deactivates in response to an actual event or major exercise. Knowing when you activate will help us prioritize tech support activities; the deactivation will alert us to solicit feedback so that we can prepare our own after action report and ultimately share lessons learned with other WebEOC users.



9.0 OPTIONAL EMERGENCY ON-SITE SUPPORT SERVICES

Customers may elect to receive “on demand” emergency on-site support services from ESi on a fee-for-service basis. Such services are provided in addition to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

Services Offered: Services to be performed may include, but are not limited to:

- WebEOC administration and user support
- Custom board configuration
- Training of new users
- Process development and implementation
- Technical assistance
- The temporary set-up of a hosted or redundant system for fail-over purposes.

Request for Services: Services may be requested by Customer by written Work Order at the sole discretion of Customer. Work Orders may be sent to ESi via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESi that the Work Order is in the process of being submitted.

Acceptance of Work: ESi shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESi is dependent on availability of ESi staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESi to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

Compensation: Customer shall pay ESi for work performed at the rates stated in Contractor Rate Schedule listed below. ESi shall invoice Customer for work performed on a monthly basis. ESi invoice shall, at a minimum, provide the name and mailing address of ESi, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

Expenses: Customer shall pay ESi for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESi shall invoice Customer for such expenses, at rates equal to actual cost to ESi, on a monthly basis. ESi invoice shall, at a minimum, provide the name and mailing address of ESi and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

Contractor Rate Table		
Item Number	Description	Unit Price
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting (≤ 250 concurrent users) Temporary Site	\$ 50/day

Direct Costs: Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESi at the following rates:



- (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
- (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, “reasonable” means at a price at or similar to published General Services Administration (“GSA”) guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
- (iii) Meals and incidentals (“per diem”) shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESi by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESi.
- (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service (“IRS”) rate in effect at the time the expense is incurred.
- (v) Reasonable rental car expenses shall be reimbursed at actual costs.
- (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.

The cost of any materials required to complete work assignments that are not provided to ESi shall be reimbursed at actual cost.

A **WebEOC Software Support and Maintenance Terms and Conditions, Optional On-Site Emergency Support Services** Agreement is provided on the following pages. Please complete only if interested in EOSS Service.



PLEASE COMPLETE ATTACHED AGREEMENT ONLY IF EOSS SERVICE IS DESIRED

THIS IS AN OPTIONAL SERVICE, PLEASE READ CAREFULLY

Emergency On-site Support Service (EOSS)



Purchase Order Number: _____

**WebEOC Software Support and Maintenance
Terms and Conditions, Optional On-Site Emergency Support Services**

Customer may, at its option and by affixing a duly authorized signature below, elect to receive “on demand” emergency on-site support services from ESi on a fee-for-service basis. Such services are provided *in addition* to WebEOC Software Support and Maintenance and shall be provided according to the following terms and conditions:

1. Services Offered, Acceptance of Work

(a) Services Offered by ESi. ESi may, from time to time, provide professional services to Customer for the purpose of providing emergency on-site support during significant events and emergency operations center activations. Services to be performed may include, but are not limited to: WebEOC Administration, WebEOC Administrator and User support, board-building, “on the fly” process development and implementation, training and orientation for new users, provision of on-site technical assistance, temporary set-up of hosted or redundant system for fail-over purposes, and other emergency software support.

(b) Request for Services. Services may be requested by Customer by written Work Order at the sole discretion of Customer. Such Work Order shall take the form of, or be substantially similar to, the Work Order Form incorporated herein as Attachment A. Work Orders may be sent to ESi via facsimile at (706) 826-9911 or via electronic mail to emergency_help@esi911.com. If facsimile is used for submission, the customer should also send an electronic mail to emergency_help@esi911.com informing ESi that the Work Order is in the process of being submitted.

(b) Acceptance of Work. ESi shall issue to Customer a written acceptance or rejection of work offered within twelve (12) hours of receipt of Work Order. Acceptance of Work Order by ESi is dependent on availability of ESi staff or qualified sub-contractors and feasibility of travel. Nothing contained herein shall require ESi to accept a request on behalf of Customer to perform services for Customer and nothing contained herein obligates Customer to request Contractor services.

2. Compensation

(a) Customer shall pay ESi for work performed at the rates stated in Contractor Rate Schedule incorporated herein as Attachment B.

(b) ESi shall invoice Customer for work performed on a monthly basis. ESi invoice shall, at a minimum, provide the name and mailing address of ESi, the dates on which work was performed, a brief description of work performed, and an itemized list of charges covered by the invoice. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

3. Expenses

Customer shall pay ESi for reasonable expenses incurred during the performance of work requested by Customer. Reasonable expenses include but are not limited to travel, per diem and materials. ESi shall invoice Customer for such expenses, at rates equal to actual cost to ESi, on a monthly basis. ESi invoice shall, at a minimum, provide the name and mailing address of ESi and an itemized list of expenses covered by the invoice. Original receipts will be provided upon request of Customer. Customer shall pay Contractor the amount due within thirty (30) days of receipt of Contractor invoice.

These terms and conditions accepted by:



FOR CUSTOMER:

Date: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

FOR ESI:

Date: _____

Name: _____

Title: _____

Address: 823 Broad Street
Augusta, Georgia 30901

Telephone: (706) 823-0911

Facsimile: (706) 826-9911



ATTACHMENT A: WORK ORDER FORM

1. Work Requested By:

Licensee:
Address:

2. Points of Contact (2) for Work to be Performed:

Name:	Name:
Title:	Title:
Organization:	Organization:
Telephone, land:	Telephone, land:
Telephone, mobile:	Telephone, mobile:
Facsimile:	Facsimile:
E-mail:	E-mail:

3. Location of Work

Facility Name:
Address:
Type of Facility:

4. Brief Description of Work Requested

5. Brief Description of Personnel Needs (i.e. number, special skills, etc.)

6. Anticipated Duration of Services

Starting Date and Time:
Anticipated End Date and Time:

Individuals executing this Work Order on behalf of the Contractor and XXX do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Work Order on behalf of their respective organizations.

SUBMITTED BY:

FOR ESi:

Accept [] Reject []

Name: _____
Title: _____

Name: _____
Title: _____



ATTACHMENT B: CONTRACTOR RATE SCHEDULE

1. Definitions

- (a) "Item Number" means the ESi-assigned code for type of service delivered and is used by ESi for pricing and invoicing purposes.
- (b) "Description" means the type of service that may be provided by ESi according to the terms of this Agreement.
- (c) "Unit Price" means the unit price charged to Customer.
- (d) "Direct Costs" mean non-labor costs such as authorized materials, travel, meals and incidentals.

2. Contractor Rate Table

<i>Item Number</i>	<i>Description</i>	<i>Unit Price</i>
TS-PMDAR-ES-EOSS	Project Manager	\$3,000/day
TS-PGMNR-ES-EOSS	Programmer	\$3,000/day
TS-FICTOD-ES-EOSS	WebEOC Software Support, Senior Level	\$3,600/day
TS-FINSD-ES-EOSS	WebEOC Software Support	\$3,000/day
TS-AEOSD-ES-EOSS	Technical Services, General	\$3,000/day
TS-ASPSU-EOSS	Set-up, Temporary Hosted Site	\$3,000
TS-CIMS7-250D-H-EOSS	Hosting (≤ 250 concurrent users) Temporary Site	\$ 50/day

3. Direct Costs

- (a) Travel Expenses and Per Diem. Authorized travel expenses and per diem shall be paid to ESi at the following rates:
 - (i) Transport fares (air, surface transportation) shall be reimbursed at actual costs.
 - (ii) Reasonable hotel accommodations shall be reimbursed at actual costs. For the purposes of this agreement, "reasonable" means at a price at or similar to published General Services Administration ("GSA") guidelines in effect for the destination at the time of booking or stay, whichever amount is greater.
 - (iii) Meals and incidentals ("per diem") shall be paid according to the published GSA guidelines in effect for the destination at the time such expenses are incurred. The value of any allowance for meals or incidentals purchased for ESi by Customer or a third party shall be subtracted from daily per diem values prior to issuing reimbursement to ESi.
 - (iv) Mileage expenses shall be reimbursed at the Internal Revenue Service ("IRS") rate in effect at the time the expense is incurred.
 - (v) Reasonable rental car expenses shall be reimbursed at actual costs.
 - (vi) Parking fees, tolls and bridge fees shall be reimbursed at actual costs.
- (b) The cost of any materials required to complete work assignments that are not provided to ESi shall be reimbursed at actual cost.



Exhibit 1 – CIMS Technical/General System Requirements

TECHNICAL REQUIREMENTS	
1. Client / Workstation	
1.1	The Application should function with the following web browser(s) in an INTRANET environment: • Microsoft IE 8.0 and above
1.2	The Application must function with the following web browser(s) in an INTERNET environment: • Microsoft IE 7.0 and above • Firefox 3.0 and above • Chrome 3.0 and above • Safari 4.x and above
1.3	The Application must function with the following desktop Operating System (OS): • Windows XP SP3 or newer
1.4	If the Application's desktop client requires an install it should function on the following standard SOM desktop hardware: Link to SOM Desktop Standard: http://www.michigan.gov/dmb/0,1607,7-150-56355-108233--,00.html
1.5	The Application must support at least one of the following mobile devices and their Operating System (OS) and/or scale properly and function: • Android • iPhone • Blackberry • Windows Mobile
1.5.1	Users must have form/report read access from a mobile device.
1.5.2	Users must have form/report create and update access from a mobile device.
1.5.3	Users should be able to add attachments to forms/reports from a mobile device. This will be provided by June 2013.
2. Installation	
2.1	RESERVED
2.2	RESERVED
2.3	RESERVED
2.4	RESERVED
2.5	With the exception of Adobe Flash Player browser plug-in 10.2 or higher. No other browser plug-ins are required for the Solution.
2.6	The solution shall not require client components (e.g. ODBC, JDBC, Java Beans, other).
2.7	The solution shall not require any third-party tools.
3. Product Development	
3.1	RESERVED
3.2	RESERVED
3.3	The application must follow the SUITE testing processes and documentation of testing and testing types/levels must be provided. Some SUITE processes will not apply to COTS products and there is no requirement to retroactively document a COTS product.
3.4	RESERVED
3.5	Software developed or modified under contract to SOM should be able to provide a complete change/history log upon request.
3.6	System documentation should clearly describe the type of caching, if any, the system employs.
4. Reporting	
4.1	The reporting product technology must be compatible with n-Tier architecture (client-server & web).
4.2	The reporting product technology must be compatible with the one or more of the following Server Operating Systems: • (see requirement 9.1)
4.3	The reporting tool/system should be certified for use with the VMWare x86 based virtualization platform.
4.4	The reporting product technology should be compatible with desktop virtualization.
4.5	The reporting product technology should not require any installed component on the user desktop.
4.6	The reporting product technology should not require any installed component in the user browser other than the following: • Adobe Acrobat Reader
4.7	The reporting product technology is compatible with the following reporting tools:



TECHNICAL REQUIREMENTS	
	<ul style="list-style-type: none"> • Crystal Reports 11 (standard) • MSSQL 2005 Reporting Services (standard)
4.8	The reporting product technology must support customer configured ad-hoc reporting via custom-built queries.
4.9	Ability to create summary reports from application data to include one or more of the following: <ul style="list-style-type: none"> • Graphs, charts, tables, text summaries
4.9.1	Ability to create history reports to track trends in regions/counties.
4.10	Reports can be automatically emailed/exported from application.
4.11	Reports can be saved in PDF format
5. Application Security	
5.1	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide .
5.2	Application access must be loggable and have a viewable audit trail(s).
5.3	Changes to user permissions must be loggable and have a viewable audit trail(s).
5.4	Access to audit trail logs must be able to be restricted to approved administrators.
5.5	Application access and changes to application access must log the following information: <ul style="list-style-type: none"> • Date/time • Nature of operation • Name of changed item • Name of who made the change • Before and after value of the changed item
5.6	The following application change event(s) must be logged: <ul style="list-style-type: none"> • Changes to individual permission level • Changes to role membership • Changes to role permissions • Changes to access to application functions
5.7	The System Administrator must be able to control access to audit trail logs.
5.8	Access to program libraries (e.g. base code) must be restricted and controlled.
5.9	Passwords and User ID's must be able to: <ul style="list-style-type: none"> • Protect sensitive data • Restrict access to only those intended • Meet State/Agency Security Standards • Be encryptable
5.10	Ability to hide/secure data/forms within the system from certain groups.
5.11	Session State should be stored and maintained in an encrypted manner.
5.12	Session State should be stored and maintained in one or more of the following manners: <ul style="list-style-type: none"> • Cookie • URL String • Database
5.13	A software solution should be accessible (and administrable) through the State of Michigan's virtual private network solution.
5.14	Application and database communication should use at least one of the following port(s) and protocol(s): <ul style="list-style-type: none"> • Internet Assigned Number Authority (IANA) registered ports • Oracle • Microsoft SQL Server (1433) • 80 / 443
5.15	Client application should support encryption of data both at rest and in motion, in accordance with the data classification.
5.16	Applications and systems must adhere to SOM Policy 1350.10 regarding Access to Networks, Systems, Computers, Databases, and Applications: http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf



TECHNICAL REQUIREMENTS	
5.17	Applications and systems must adhere to SOM Policy 1350.20 regarding Access to Protected Data Resources: http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf . The requirement that user accounts be able to be limited in scope to time of day and length of authorized access intervals per day would only apply to anonymous user IDs, not to accounts given to a specific person.
5.18	End-user software applications, or components thereof, must not require privileged, super-user or administrator mode in order to function properly.
6. Identity Management	
6.1	Application authentication and authorization must be by individual user. User account information must be stored securely in a database. Users may belong to groups and roles.
6.2	The application must enforce the following rules at the administrators discretion on individual passwords for allowable characters, length and expiration period: <ul style="list-style-type: none"> • Standard Windows characters allowed • Minimum of 8 characters in length • Expires every 90 days • Cannot reuse password for 1 year
6.3	The system administrator can set the application to lock out users after three invalid login attempts due to bad passwords.
6.4	Ability for administrator to suspend/isolate (instead of delete) user accounts due to suspicious activity
6.4.1	Users must have the ability to change their own passwords and manage their own account information: <ul style="list-style-type: none"> • Contact information • Organization affiliation • Position
6.5	The application must provide the system administrators with the capabilities to define different roles with different privileges.
6.6	The solution shall provide three basic permission levels: <ul style="list-style-type: none"> -Read Only – User may only view data. -Read/Write – User may view and update data. -Read/Write/Delete – User may view, update, and delete data. <p>These basic levels apply to all status boards, forms, reports, and most plug-ins.</p>
6.7	The solution shall provide the ability for two types of administrators: <ul style="list-style-type: none"> -Global administrators - have access to all administration functions in the system. -Admin profiles – this feature allows administrators to assign certain admin functions to specific users.
6.8	The application must provide the system administrators with the capabilities to create groups whose members can be either role-based or individual login account names. <p>These are for access control. Groups to control which users get to see which forms and have particular privileges.</p>
6.9	Administrator will have capability to add and delete accounts and assign user permissions through web interface.
6.10	Ability for administrator to delete user account info but retain historical information in already existing forms/reports for audit purposes.
6.11	Ability for users to self register account info followed by quick administrator approval.
7. Network Security	
7.1	Network communication should use the following port and protocol: <ul style="list-style-type: none"> • Internet Assigned Number Authority (IANA) registered ports
7.2	Client applications must adhere to SOM Policy 1340.00 regarding "Information Security": http://www.michigan.gov/documents/dmb/1340_193162_7.pdf
7.3	Applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf
7.4	Web interface or browser technology must use TCP/IP protocol through Ports 80 or 443.
7.5	Applications and systems must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": http://www.michigan.gov/documents/dmb/1345.00_282982_7.pdf



TECHNICAL REQUIREMENTS	
7.6	Application communication between users and system components over the network must be loggable and the log file accessible to the system administrator.
7.7	Applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf
8. Server Security	
8.1	Application servers must be hardened prior to placing in production. The hardening process is handled by MDTMB Infrastructure Services, in conjunction with OES, if application is not hosted by vendor.
8.2	End-user software applications, or components thereof, must not require privileged, super-user or administrator mode in order to function properly.
8.3	Servers must have the most recent security patches applied to them and be configured in least privileged mode prior to placing in production in a non-secure environment.
8.4	The Solution shall not require server-based agents, bots and monitoring components.
8.5	Applications and systems must adhere to SOM Policy 1350.10 regarding "Access to Networks, Systems, Computers, Databases, and Applications": http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf At a minimum, the COTS product must meet Risk One, Severity One.
8.6	Applications and systems must adhere to SOM Policy 1350.20 regarding "Access to Protected Data Resources": http://www.michigan.gov/documents/dmb/1350.20_184600_7.pdf
8.7	Application must meet current web standards for SSL security and have at a minimum 256 bit encryption.
9. Application Server	
9.1	The application server must support the following Server Operating Systems (OS). • Microsoft Windows 2008 (standard)
9.2	Application server software components should operate the same, without regard to the hosting platform or OS. They should expose the same functionality and API's regardless of OS.
9.3	Application server software component updates must occur at the same time without regard to the hosting platform or OS, unless an exception is granted.
9.4	The application tier should be certified for use with the VMWare x86 based virtualization platform.
9.5	Systems running on the application server should support horizontal scaling.
9.6	Systems running on the application server should support vertical scaling.
9.7	The application should be capable of sharing the application server with multiple applications.
9.8	End-user software applications, or components thereof, must not require privileged, super-user or administrator mode in order to function properly.
9.9	The software running on the application tier must be coded in a common and modern language.
10. Database Server	
10.1	The database application must be compatible with at least one of the following server operating systems: • (see requirement 9.1)
10.2	The database tier should be certified for use with the VMWare x86 based virtualization platform.
10.3	The application must use at least one of the following database management systems (DBMS) and version: • MSSQL Server 2008 (standard) or later • Oracle 11g (standard)
10.4	RESERVED
10.5	The database server must support replication and mirroring across multiple servers.
10.6	The database server should support flashback capabilities for database, table, etc. for rapid recovery.
10.7	The database server should support vertical scaling by the addition of additional CPU's, CPU Cores, and RAM memory.
10.8	The database server should support data compression.
10.9	RESERVED
10.10	The database server should support parallel indexing operations.
10.11	The database server should support manual tuning and configuration.
10.12	The database server should support automatic tuning and configuration.
10.13	The database tier should support a shared connection with connection pooling.
10.14	The database should support single-record recovery processes.
10.15	The database must support transactions and support transaction rollback.
10.16	The database must support encryption at the database table/column level.



TECHNICAL REQUIREMENTS	
10.17	The database must restrict access to data through the use of views, queries, roles and groups.
10.18	The database must provide data archival functionality.
10.19	RESERVED
10.20	The database must be able to operate in an n-Tier server architecture.
10.21	The database structure must be extensible, allowing the addition of new tables, new columns and new objects.
10.22	The database should support pessimistic and optimistic record-locking strategies.
10.23	The database should support table and row level locking during read/write operations.
10.24	The database server should support heterogeneous cross-DBMS and distributed transactions.
10.25	The database transaction strategies must be configurable, allowing growth, shrinkage and backup-recovery.
10.26	The database should not require components that are not part of the default database licensing model for supporting any functionality.
10.27	The database should allow full text indexing and search.
10.28	The database must provide support for spatial data.
10.29	The database should provide support for XML data.
10.30	The database server must support auditing and logging for DML events (insert, update, delete).
10.31	The database server must support auditing and logging for DCL events (grant, revoke, deny).
10.32	The database must not require users to have elevated database privileges/accounts for normal operation.
10.33	The database server should support licensing per CPU core or socket.
11. Web Server	
11.1	The Web server must support at least one of the following Operating Systems (OS): • (see requirement 9.1)
11.2	The Web Server components should operate the same without regard to the hosting platform or OS.
11.3	The Web Server component updates must occur at the same time without regard to the hosting platform or OS, unless an exception is granted.
11.4	The web server for this application must be one of the following: • MS IIS 2003, 2008 (standard) • Apache 2.2.x (standard) • IBM IHS 6.1, 7.0 (standard) • IBM Websphere 6.1, 7.0 (standard) • Jboss 5.x (standard)
11.5	The application should be capable of sharing a web server with multiple applications. However, dedicated server(s) are recommended to ensure availability and performance.
11.6	The Web Server should support horizontal scaling.
11.7	The Web Server should support vertical scaling.
11.8	The application tier should be certified for use with the VMWare x86 based virtualization platform.
11.9	The application should support clustering and/or load balancing across several servers.
12. Solution Architecture	
12.1	The application's minimum technology requirements are as follows: • Server OS – Windows Server 2008 STD (32 or 64 bit) • SQL Server 2008 STD • Double Take High Availability 5.3 (For SQL replication) • WebEOC 7.4
12.2	The solution/application must utilize the features and capabilities of the SOM enterprise data storage services for the following data storage needs if hosted in the DTMB hosting center: • Storage Area Network (SAN) • Network Attached Storage (NAS) • Content Addressable Storage (CAS)
12.3	The solution/application must support installation and operation in one or more disparate hosting centers. Fail-over from one hosting center to another must be possible without exceeding parameters specified in the Service Level Agreement (SLA).
12.4	The solution/application should support distributed deployment of application components and database tier components (n-Tier architecture).
12.5	Systems operating on an application server must interoperate with CA Unicenter monitoring agents if hosted in the DTMB hosting center.
12.6	Systems operating on an application server must interoperate with Veritas Backup and Recovery agents and support regularly scheduled backups if hosted in the DTMB hosting center.



TECHNICAL REQUIREMENTS	
	WebEOC utilizes MS SQL 2008 as the database engine. Symantec Backup Exec SQL Agent can be used to perform regular backups of the database. The Symantec Backup Remote Agent can also be used to backup the system state of both the SQL and the IIS Web servers.
12.7	Application can be functional from low internet bandwidth locations (ie: dial up modem 56 Kb/s).
	13. Solution Integration
13.1	System integration should support at least one of the following method(s): <ul style="list-style-type: none"> • API • Web Services • SOAP • ODBC • JDBC • Plug-Ins
13.2	<p>The Solution shall provide import and export capabilities using plain text comma separated file formats. In some cases, XML formats shall also be used for more sophisticated data formats. All status boards/forms/reports support export/import via these methods in addition to some plug-ins (such as contact directory).</p> <p>The application must have the ability to import and export data from the web interface in at least one or more of the following digital formats:</p> <ul style="list-style-type: none"> • Spreadsheet applications <ul style="list-style-type: none"> Microsoft Excel (.xls, .xlt) Dbase (.dbf) Lotus (.wk1, wk3, wk4, .wks, .123) • Text applications <ul style="list-style-type: none"> Microsoft Word (.doc, .rtf) Text file (.txt, .prn, .csv, tab, .dif, .asc, .ans) PDF files (.pdf) Lotus Word (.lwp) Crystal Reports (.rpt) • Web applications <ul style="list-style-type: none"> Web page (.htm, .html, asp, .aspx, .jsp, .pl, .shtml, .stm) Single web page (.mht, .mhtml) XML data (.xml, .xhtml) RSS feeds (.rss) • Database <ul style="list-style-type: none"> Microsoft Access (.mdb, .ldb, .adp, .mde, .accdb) Microsoft SQL (.mdf) Lotus Notes (.nsf, .ncf) • Multimedia <ul style="list-style-type: none"> Graphics (.bmp, .gif, .jpeg, .png, .pdd, .psd, .raw, .tiff) Videos (.3gp, .asf, .wmv, .avi, .dat, .flv, .mov, .mpg, .mpeg, .rm, .swf) Audio (.aiff, .wav, .wma, .mp2, .mp3, .aac, .ra, .rm, Streaming (.mms, .rtp, .rtsp)
13.3	The administrator has authority to allow/restrict the data types that can be imported and/or exported by either user or data type.
13.4	The application shall have the ability to integrate information from the following external data sources: <ul style="list-style-type: none"> • Databases <ul style="list-style-type: none"> Microsoft Access (.mdb, .ldb, .adp, .mde, .accdb) Microsoft SQL (.mdf) Lotus Notes (.nsf, .ncf) Oracle (.ora) • Web applications <ul style="list-style-type: none"> Web page (.htm, .html, asp, .aspx, .jsp, .pl, .shtml, .stm) Single we page (.mht, .mhtml) XML data (.xml, .xhtml) RSS feeds (.rss) • Critical Incident Management Systems (CIMS)



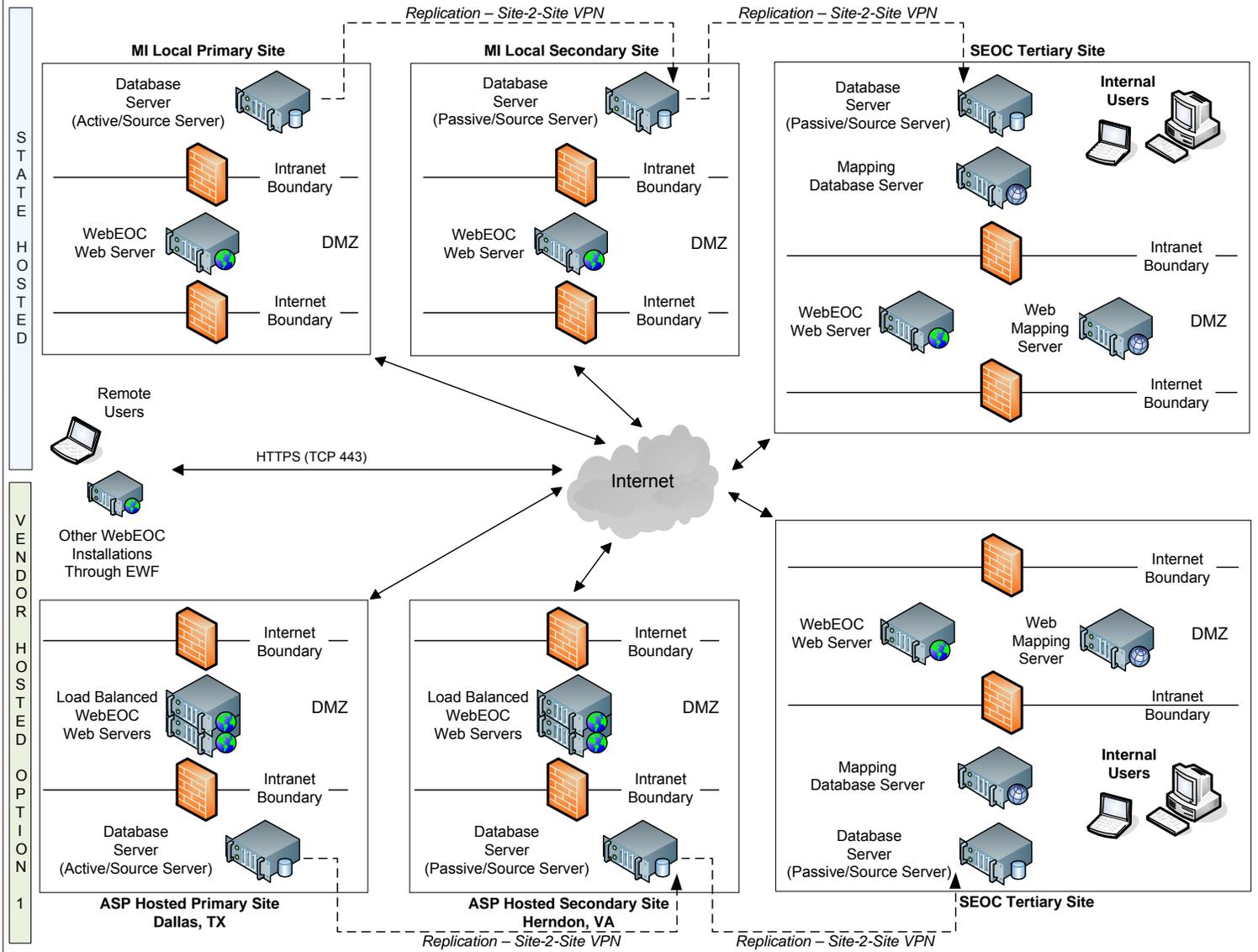
TECHNICAL REQUIREMENTS	
	<ul style="list-style-type: none"> • EMSystems • National Shelter System (NSS) • Public websites • Facebook • Twitter
13.5	<p>The application shall have the ability to publish information directly to a website.</p> <p>This includes sites such as Twitter and via RSS feeds. Each website will be considered on a case by case basis to determine the level of API available and which information and by what process will information be published from the application.</p>
13.6	<p>Contractor shall integrate data from the current CIMS into new system including:</p> <ul style="list-style-type: none"> • Resource lists (critical asset reports) <p>The data from the current CIMS will be mapped to the new processes being implemented in WebEOC and the data will be migrated during the Development phase.</p> <p>The mapping between the legacy data and the new solution will be described in the Design document for review, comment, and approval by the State.</p>
14. System Administration and Licensing	
14.1	Software licensing must be inclusive for all packages included in the solution, unless explicitly listed and detailed.
14.2	Application/System documentation should provide access to FAQ and/or Support Information for frequent issues administrative staff may encounter. This information is provided through WebEOC/ESi support portal. Access to the support portal is granted to licensed administrators.
14.3	Documentation should indicate recommended staffing requirements to administer and support the system for both state hosted and vendor hosted scenarios.
14.4	Documentation should provide backup/recovery information.
14.5	A system maintenance window should be designed into the application which will allow the system to be taken off-line for updates, upgrades and maintenance.
14.6	Documentation describing how to take the system off-line for maintenance, updates and upgrades should be provided.
14.7	Documentation should describe the level of effort and anticipated downtime for product upgrade installation.
14.8	Documentation should provide the anticipated frequency and requirements of patches (releases, break-fix, 0-day), minor, and major releases.
14.9	Documentation should provide information on certification/compatibility with OS patches, Service Pack, and upgrade paths.
14.10	Documentation should address upgrade paths and procedures for each component/tier.
14.11	Documentation should provide a complete configuration and set-up documentation library.
14.12	System documentation must clearly describe any special requirements (such as middleware, Operating System (OS), hardware, etc.) that could affect the capabilities or performance of the system.
14.13	System documentation must clearly describe all critical factors in sizing or configuring the application (e.g., number of concurrent users, specific transaction volumes, number of products, number of layers in the product hierarchy, etc.).
14.14	Licensing must be for an unlimited number of application users statewide including other states and Canada.
14.15	Administrative functions must be available through the web interface of application.
14.16	RESERVED
14.17	Administrator can configure the application through the web interface including system wide settings.
14.18	Ability for administrator to define required fields on the application forms.
14.19	Ability for administrator to customize system menu for different users or groups.
14.20	Application should provide a form builder tool allowing administrator to develop status boards and forms.
14.21	<p>Allow default forms to be modified by the customer.</p> <ul style="list-style-type: none"> • Add/remove sections/fields from forms • Update/modify field names • Update/modify form pick lists and tables • Customize "Field Help Tips" (Cues explaining what type of data belongs in the field)
14.22	Allow forms and boards created by other customers to be imported and modified.



TECHNICAL REQUIREMENTS	
14.23	Application upgrades provided with application install wizard.
14.24	Ability to install and test application upgrades on a test server before installing in live system.
14.25	Ability to "archive" old reports so they are searchable but are not visible in the live system.
14.26	Archive capability should include the following: <ul style="list-style-type: none"> • All archive information resides in one depository • Archive information is set to Read Only with the ability of an administrator to modify • Access to archive information can be restricted by administrator • Ability to archive by event
14.27	Customers must be able to do their own application upgrades.
14.28	Software is provided as a Perpetual license to the State.
15. System Performance	
15.1	The application should provide performance-optimization capabilities when used in a Statewide environment and multijurisdictional by multiple agencies.
15.2	The application must maintain optimum performance over both Wide Area Network (WAN) and Local Area Network (LAN).
15.3	The system should meet performance benchmark times for: <ul style="list-style-type: none"> • Page refresh in under three seconds • Database query execution in under two seconds Perform satisfactorily (with no noticeable deterioration in performance) with 200 concurrent users
16. COTS Software	
16.1	Application must be a Commercial Off The Shelf (COTS) software product designed to support disaster and special events response.
16.2	COTS software must have maintenance and support available from the developer, vendor or an approved 3 rd party.
16.3	End User License Agreements (EULA) must be approved by DTMB Purchasing or DTMB Enterprise Project Management Office prior to purchase or contract signing.
17. Information Technology Network and Infrastructure	
17.1	The information technology network and infrastructure must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": SOM Technical Policies
17.2	Application must be able to continue operating locally in stand alone mode at the SEOC 24x7 if all internal (State of Michigan network) and external (internet) connectivity is lost.
17.3	Ability for the application to be installed on servers owned, operated and managed by the state or ability to have the application hosted with the vendor.
18. Application Service Provider (ASP Model Option)	
18.1	RESERVED
18.2	RESERVED
18.3	RESERVED
18.4	RESERVED
18.5	RESERVED



Proposed State of Michigan WebEOC Deployment with either Local or ASP Dual Geographic Redundancy





Proposed State of Michigan WebEOC Deployment with Alternate ASP Dual Geographic Redundancy

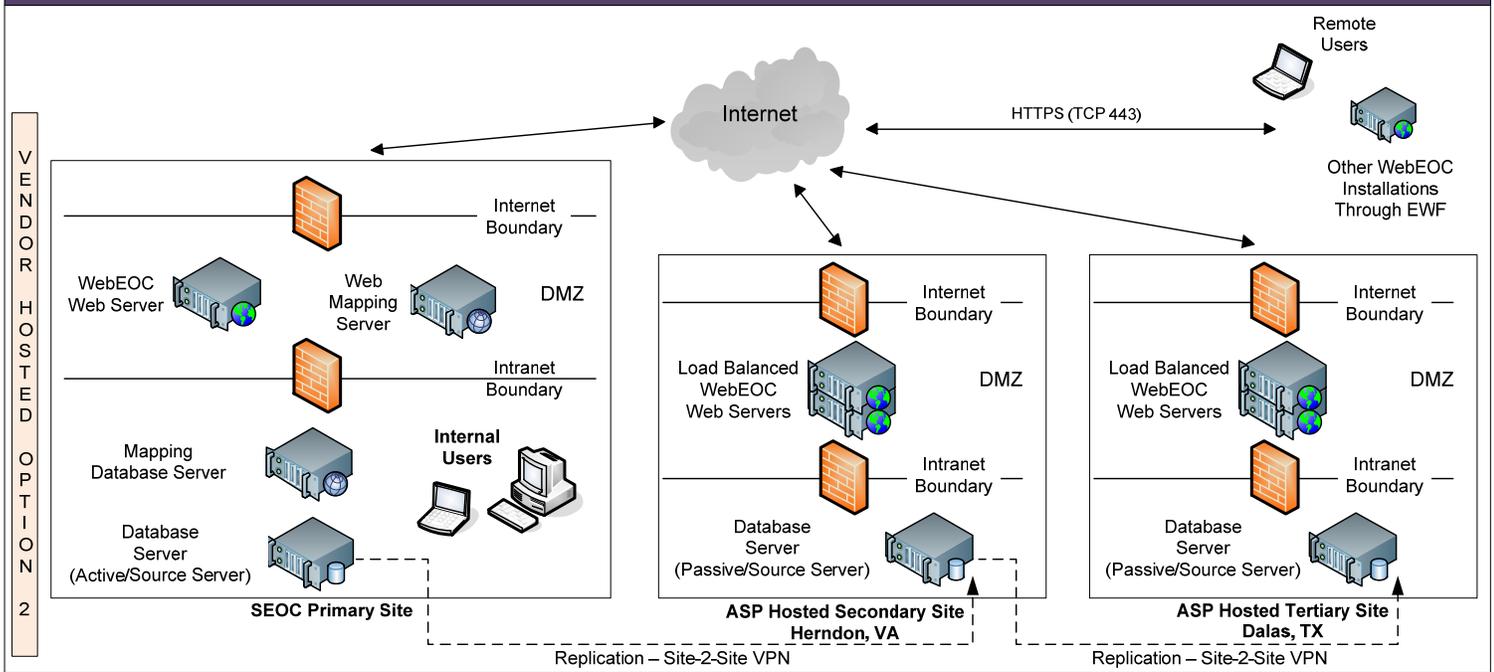




Exhibit 2 – CIMS Business Requirements

BUSINESS REQUIREMENTS	
	1. General Characteristics
1.1	Application must be designed to support disasters, special events and emergencies on a statewide basis
1.1.1	Application must provide a secure multi-user, multi-role system
1.1.2	Application must be operational on a statewide basis with multiple jurisdictions accessing it simultaneously
1.1.3	Application must be used for real time emergency and drill/exercise simultaneously
1.1.3.1	Application must manage and display one or multiple events simultaneously
1.1.3.2	Users must be able to view and participate in one or multiple events simultaneously based on user security permissions
1.1.3.3	Users must be able to display multiple windows, status boards or forms simultaneously
1.2	Application, in current or prior versions, has been on the market for minimum of three years
1.3	Application must be intuitive and easy to use with minimal training
1.4	Application must meet the needs of 24 hour operation centers <ul style="list-style-type: none"> Application must be highly reliable and available 100% of the time from at least the State Emergency Operations Center (SEOC)
1.4.1	Vendor must be able to supply 24x7 technical support
1.4.2	Vendor must be able to provide emergency onsite support during an event. Customers may elect to receive "on-demand" emergency on-site support services from ESI on a fee-for-service basis. Such services are provided in addition to WebEOC software support and shall be in accordance with the terms and conditions set forth in the EOSS Agreement.
1.5	Application must be compliant with various National Emergency Management Standards
1.5.1	Application must be compliant with the Incident Command System (ICS)
1.5.1.1	All current ICS Forms must come standard with the application
1.5.1.2	ICS forms in the application must be updated as new ones are released
1.5.1.3	Application must provide auto-population of common data between ICS forms
1.5.1.4	Users should have ability to reuse ICS forms for multiple operational periods and change pertinent information ('Save As' function)
1.5.2	Application must be compliant with National Incident Management System (NIMS)
1.5.3	Vendor shall develop a UICDS component for the system. It will deliver the capabilities required for 1.5.3-1.5.3.3. This will be delivered during the Implementation phase of the project and tested during the Testing phase.
1.5.3.1	Vendor will develop a UICDS interface as part of the implementation.
1.5.3.2	The application UICDS interface should allow the administrator to control which input data is accepted from other applications utilizing the UICDS system
1.5.3.3	The application UICDS interface should allow the administrator to control which output data is transferred to other applications utilizing the UICDS system
1.5.4	Application must support the Emergency Support Functions (ESF)
1.5.5	Application must support Common Alerting Protocol (CAP) The application currently supports the Common Alerting Protocol through the DMIS switch. Support for CAP through iPAWS is currently in development and will be part of the WebEOC 7.4.1.0 Maintenance Release.
1.6	Users must have the ability to send and receive data with other organizations using the same application of the same or lower version
1.7	Application must be able to be projected for informational display
1.8	Application must provide a customized single screen of several processes/forms in a "dashboard" view
1.9	Application must have separate Operations and Training/Testing areas
1.9.1	Both the Operations and Training/Testing areas must be able to be used simultaneously
1.9.2	Administrators must have the ability to copy data from the Training/Testing side to the Operations side
1.9.3	Administrators must have the ability to copy data from the Operations side to the Training/Testing side
1.9.4	Application should include a simulations tool for training and exercises
1.9.4.1	Application would allow each inject/item in the training scenario to be delivered automatically based on a timeline
	2. Application Functionality
2.1	Application must provide spell check capability on every form
2.2	Application (including forms, dashboards, views, & reports) must automatically refresh to show new data



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2.3	There should be a unique indication of new data in the system by it appearing in a different color or bold when new
2.4	There should be a unique indication of high priority information by it appearing in a different color or bold
2.5	System must show page numbers for multi-page data/forms/reports (e.g. 1 of 4)
2.6	Users must have ability to search for data within application with a variety of criteria which may include one or more of the following: <ul style="list-style-type: none"> • exact matches • partial matches (wild cards) • range of values • combination of criteria
2.7	Users must have ability to filter data within the application by several different criteria which may include one or more of the following: <ul style="list-style-type: none"> • date • date range • organization • agency • county • region • type • person
2.8	Turn page, next page, search, refresh, spell check buttons (if included in application) must show at the top and bottom of every screen or must be docked on the screen so users can always view them
2.9	Users must have the ability to add attachments to any of the forms created in the application
2.9.1	Users must have the ability to add attachments during creation of report/document
2.9.2	Users should have the ability to add multiple attachments at one time
2.9.3	Users should have drag and drop capability when adding attachments
2.9.4	Users should have the ability to view all attachments in one location related to one particular event/incident
2.9.5	Users should have the ability to easily view details about each attachment (e.g. file type, size, date uploaded)
2.9.6	Users must have the ability to sort and search attachments by a variety of criteria (e.g. by date, time, file type, agency, file name)
2.9.7	Administrators should be able to adjust attachment file size limits (based upon maximum size determined by administrator)
2.9.8	There must be a unique indication of an attachment on a form/report by the system showing an attachment icon (e.g. paperclip, etc)
2.9.9	Application must have a quick print button option for printing attachments
2.9.10	Users should have the ability to print multiple attachments at one time
2.9.11	Users must have the ability to download multiple attachments from the application at one time
2.10	Application should provide optional field and form wizards to assist in filling in forms
2.11	Application must allow users to link/group like data/forms based on response for an event
2.12	Drop-down lists with customer defined data must be used as often as possible for fields within forms in the application
2.13	Application must have "Help button" linked to vendor supplied reference guides for application.
	3. Type of information to Capture/Track (minimum) This is a minimum list of form types and fields and is not all-inclusive. Additional information will be considered.
3.1	Info type: Statewide Emergency Events from both the local and state perspective simultaneously <ul style="list-style-type: none"> • Minimum specific info to collect : Type, name, time/date, who is involved, location, situation updates
3.2	Info type: Planned events – (i.e. sporting events, fairs, festivals) from both the local and state perspective simultaneously <ul style="list-style-type: none"> • Minimum specific info to collect : Type, name, location, beginning and ending time/date, situation updates, who is involved
3.2.1	Application should support the development of event plans
3.3	Info type: Local emergencies in various locations simultaneously <ul style="list-style-type: none"> • Minimum specific info to collect : Type, name, time/date, who is involved, location, situation updates
3.3.1	Damage assessment info to collect for local emergencies: Public assistance damage categories (from FEMA), home, business, public facility, non profit facility damages (by FEMA categories), declarations,



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	jurisdiction budget info, automatically calculated totals of loss
3.3.2	<p>Ability to quickly enter basic local emergency data (location, incident type, point of contact, free text for status explanation) via a smartphone or email and send a notification. This automatically creates an Incident report in the system that can later be updated.</p> <p>Contractor will deliver an adapter that will take content from an email sent to a specific exchange email address, parse the content, and inject it into a status board. This will be delivered during the Implementation phase of the project and tested during the Testing phase.</p>
3.4	<p>Info type: Individual Agency status/activities</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Agency name, status updates, emergency facility activation status, contact info, tracking deployed resources
3.5	<p>Info type: Incident Action Plans - dynamic ICS Forms (current version)</p> <ul style="list-style-type: none"> • "Like" fields auto populate between different ICS forms for a particular operational period
3.6	<p>Info type: Shelter Information</p> <ul style="list-style-type: none"> • Minimum specific shelter info to collect : Facility name, status, location, capacity, capabilities, agency
3.7	<p>Info type: Hospital/Medical Facility Information</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Facility name, situation/status, location, bed status
3.7.1	Form must be HAVBED compliant
3.8	<p>Info type: Infrastructure outages - power outages, road closure, communication outages</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Type, location, duration, status, agency involved
3.9	<p>Info type: Staffing sign in sheets: Online sign in sheets to document who was at the EOC</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Name, agency, EOC position, shift, time in/out, pay rate
3.10	<p>Info type: Mission tasking</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Task type, status, 'assigned from' and 'assigned to' agency/person, situation updates
3.11	<p>Info type: Reference information (minimum)</p> <ul style="list-style-type: none"> • Internet links • Reference documents in a variety of formats <ul style="list-style-type: none"> • word processing documents • spreadsheets • photos • PDF documents • PowerPoint presentations • graphic files • Live news feeds • Live weather advisories
3.12	<p>Info type: Customizable customer defined templates</p> <ul style="list-style-type: none"> • Minimum info to collect : Emergency declaration templates, evacuation notice templates, news release templates
3.13	<p>Info type: Customizable position checklists</p> <ul style="list-style-type: none"> • Specific job duty checklist customized by customer for each position
3.14	<p>Info type: Customizable organization charts</p> <ul style="list-style-type: none"> • Ability to list all agencies and organizations along with associated positions/roles related to emergency management & homeland security in Michigan
3.15	<p>Info type: User Directory</p> <ul style="list-style-type: none"> • Minimum specific info to collect : name, organization, position, phone numbers (multiple), email address (multiple), fax number, and pager number for each user on the system
3.16	<p>Info type: Donations Management- Ability to track donations from private & public sources during an emergency response</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Status, type, quantity, contact info, address, related emergency
3.17	<p>Info type: Sites - Ability to track a variety of sites of interest (e.g. SARA Title 3 Sites, critical infrastructure, etc)</p> <ul style="list-style-type: none"> • Minimum specific info to collect : Name, location, site type, contact person



BUSINESS REQUIREMENTS	
3.18	Info type: Public information reports: Ability to track information for news releases & joint information center activities
3.19	Info type: Resource Tracking- Ability for each agency/jurisdiction statewide to maintain a current inventory of available resources <ul style="list-style-type: none"> • Minimum specific info to collect : NIMS category/kind/type plus additional defined resource types, owner information, location, status, quantity, resource details, resource cost, assigned emergency deployment
3.19.1	NIMS resource typing definitions & pictures should be linked in application
3.19.2	Users must have the ability to manage various resource types: people, equipment, supplies, teams, groupings
3.19.3	Users must have the ability to sort resources by NIMS type, owner, location, region, county
3.19.4	Users must have the ability to import & export resource lists as a spreadsheet, Word document or PDF
3.19.5	Users must have the ability to add resource types on the fly without the resources becoming part of the permanent picklist
3.20	Info type: Resource Requests: Ability to send & track resource requests <ul style="list-style-type: none"> • Minimum specific info to collect : NIMS category/kind/type plus additional defined types, requestor name and contact information, status of request, quantity, timeline when needed and released, request fulfillment/processing tracking, reimbursement tracking
3.20.1	Users must have the ability to assign users to fulfill resource requests
3.20.2	Application should provide for cost management using Federal and/or state rate lists
3.20.3	Users must have the ability to track requests by event/emergency
3.20.4	Users must be able to integrate/import and track EMAC request information in application
3.20.4.1	Users must have the ability to track/display EMAC resource deployments separately from in state resource requests
4. Alerting, Communication & Notification	
4.1	The application must have built in notification functions including: <ul style="list-style-type: none"> • Email • Text messages • Internal notifications
4.2	The application should have the ability to integrate with stand alone notification systems such as: <ul style="list-style-type: none"> • Codespear SmartMsg • Nixel
4.3	Users must have the ability to use notifications in both Training and Operational portions of the application.
4.4	The application must have the ability to send notifications from critical components within the system: <ul style="list-style-type: none"> • Forms • Reports
4.4.1	The application administrator should have the ability to control which critical components within the system will issue notifications.
4.5	The application must have the ability to document internal communications including: <ul style="list-style-type: none"> • Chat • Instant messaging
4.6	The application must have the ability to allow users to define their own means of notification.
4.7	The application must have the ability for users to create and use notification groups. This capability will be delivered during the Implementation phase of the project and tested during the Testing phase
4.8	The application must have the ability to search through individuals and groups selections for sending a notification. This capability will be delivered during the Implementation phase of the project and tested during the Testing phase.
5. Mapping Component	
5.1	The application must have a built in mapping component or Geographic Information System (GIS).
5.2	The mapping component must use ESRI based products and be compatible with the following software programs: ArcSDE 10.X, ArcGIS Desktop 10.X, ArcGIS Server 10.X.
5.3	The mapping component must have the ability to pull data from forms and reports created within the application to display on the map.
5.4	The mapping component must have the option to geo-locate any specific form in the application. At a minimum this must include the incident, event, resource request, resource, hospital, shelter, damage assessment, and critical infrastructure report.



BUSINESS REQUIREMENTS	
5.5	<p>The customer must be able to add their own GIS data into the mapping component through one or more of the following means :</p> <ul style="list-style-type: none"> • Via an ArcSDE or SQL Server connection • Via an import of GIS files types such as a shapefile and feature class
5.6	Users must be able to view customer GIS data along with data created within the application.
5.6.1	The customer should have access to the associated attribute information for their own GIS layers within the mapping component.
5.6.2	The customer (administrator) should have the ability to limit what attribute features are made available to general CIMS users.
5.7	<p>The customer must be able to gain access to and display information from outside data sources. These sources must be compatible with the mapping component and able to be viewed by all users once added to the map. Data sources include one or more of the following:</p> <ul style="list-style-type: none"> • WMS, REST & SOAP services • Imagery • 3rd Party vendor maps including Bing, Google & Yahoo • KML & KMZ files • Data from ArcGIS Online
5.8	<p>The customer must have the ability to pull in live feeds and display them on the map. Desired feeds include:</p> <ul style="list-style-type: none"> • Weather radar • Weather watches and warnings • Wind speed & direction • Social media including Facebook, Flickr, YouTube & Twitter • Live traffic camera feeds
5.9	<p>The map interface must have a designated area for map tools. Map tools should include:</p> <ul style="list-style-type: none"> • Zoom in and zoom out • Previous, next, & full extent • Pan • Measure and distance • Information • Search • Selection • Clear selection
5.10	The mapping component must have the ability for end users to print out the current map viewed in the application to a local printer.
5.10.1	<p>The print button should arrange the current map screen on a map template that includes title, legend and scale bar. The title should allow for user updates.</p> <p>WebEOC Mapper Professional will be updated to include a scale bar. This will be delivered during the Implementation phase of the project and tested during the Testing phase.</p>
5.11	Users shall be able to export the map to a .pdf file type.
5.12	<p>The mapping component should have geo-processing tools available. Tools to be included:</p> <ul style="list-style-type: none"> • Directions – ability for user to get directions to and from a location and results display on map. • Buffer – ability for user to buffer a point, line or polygon on map and determine units of measure. • Geo-code address – ability to click on the map to retrieve the address and latitude & longitude information. Additionally have a find address & x,y coordinates button. • Routing – ability for user to get custom route based on traffic crashes, road closures, and road type properties. Specific users should also have ability to add road closures/blocks and traffic control data to the map. • Select by Location – Select features within a certain distance or within a buffer
5.13	The mapping component administrator should have the ability to grant access to or limit the information that users can view on the map.



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5.14	<p>Users must have the ability to create custom overlays through the mapping component while logged into the application.</p> <ul style="list-style-type: none"> • New overlays should be able to be saved into the system for others to view. • The overlays should also be able to export out as a format that can be used in another GIS. Formats: KML, KMZ, or shapefile. • Mapping administrators should have ability to limit overlay access & ability to create based on user.
5.15	<p>The mapping component should have plume modeling capabilities or be able to integrate plume model software such as Areal Locations of Hazardous Atmospheres (ALOHA)</p>
5.16	<p>The mapping component should be compatible with the Federal Emergency Management Agency (FEMA) software HAZUS.</p>
5.17	<p>Users should have ability to create custom bookmarks while logged into the system.</p> <ul style="list-style-type: none"> • Ability to save these bookmarks for future use. • Mapping administrators must have the ability to create and save system wide bookmarks for all users to visualize.
5.18	<p>The mapping component should have the ability for specified end users to edit data. The mapping administrator should have this ability as well as any user given the proper permissions. Desired editable features include:</p> <ul style="list-style-type: none"> • Created new data within a layer • Editing existing data both attribute and location • Deleting data



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Reserved.

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(a) Governing Law. Reserved.

(b) Entire Agreement. Reserved.



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RESERVED - Exhibit 4 – Resumes

Exhibit 5 – Preliminary Project Plan

The following key payment milestones are anticipated:

<u>Milestone</u>	<u>Scheduled Date</u>
Contract Award: All Software	4/16/12
Initiation and Planning Stage Exit	5/11/12
Design Approved	6/19/12
Implementation and Testing	8/06/12
PARE and Final Acceptance	9/28/12
Annually	by Sept 30



ID	Task Mode	Task Name	Duration	Start	Finish	Preced	Resource Names
Draft PMP ESI Acquisition, Inc. CIMS Draft PMP							
1		Michigan CIMS - ESI Solution	117 days	Mon 4/16/12	Fri 9/28/12		
2		Initiation and Planning	20 days	Mon 4/16/12	Fri 5/11/12		
3		Contract Award (All Software Costs Payable)	0 days	Mon 4/16/12	Mon 4/16/12		
4		Orientation Meeting	1 day	Mon 4/16/12	Mon 4/16/12		Business Analyst - Esi, Developer - Esi, Lead Developer - Esi, Project Manager - Esi, Project Manager - Michigan, Project Specialist - Esi, SME - Michigan
5		Project Plan	15 days	Mon 4/16/12	Fri 5/4/12		
6		Develop Initial Project Plan	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
7		Customer Review of Initial Project Plan	5 days	Mon 4/23/12	Fri 4/27/12	6	Project Manager - Michigan
8		Revise Project Plan	5 days	Mon 4/30/12	Fri 5/4/12	7	Project Manager - Esi
9		Approval of Project Plan	0 days	Fri 5/4/12	Fri 5/4/12	8	Project Manager - Michigan
10		Work Breakdown Structure	15 days	Mon 4/16/12	Fri 5/4/12		
11		Develop Initial Work Breakdown Structure	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
12		Customer Review of Work Breakdown Structure	5 days	Mon 4/23/12	Fri 4/27/12	11	Project Manager - Michigan
13		Revise Work Breakdown Structure	5 days	Mon 4/30/12	Fri 5/4/12	12	Project Manager - Esi
14		Approval of Work Breakdown Structure	0 days	Fri 5/4/12	Fri 5/4/12	13	Project Manager - Michigan
15		Project Schedule	15 days	Mon 4/16/12	Fri 5/4/12		
16		Develop Project Schedule	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
17		Customer Review of Project Schedule	5 days	Mon 4/23/12	Fri 4/27/12	16	Project Manager - Michigan
18		Revise Project Schedule	5 days	Mon 4/30/12	Fri 5/4/12	17	Project Manager - Esi
19		Approval of Project Schedule	0 days	Fri 5/4/12	Fri 5/4/12	18	
20		Maintenance Plan (initial)	20 days	Mon 4/16/12	Fri 5/11/12		
21		Develop Maintenance Plan (initial)	5 days	Mon 4/16/12	Fri 4/20/12		Technical Support - Esi
22		Customer Review of Maintenance Plan (initial)	10 days	Mon 4/23/12	Fri 5/4/12	21	Project Manager - Michigan, SME - Michigan
23		Revise Maintenance Plan (initial)	5 days	Mon 5/7/12	Fri 5/11/12	22	Technical Support - Esi
24		Approval of Maintenance Plan (initial)	0 days	Fri 5/11/12	Fri 5/11/12	23	Project Manager - Michigan, SME - Michigan
25		Software Configuration Management Plan (initial)	15 days	Mon 4/16/12	Fri 5/4/12		
26		Develop Software Configuration Management Plan (initial)	5 days	Mon 4/16/12	Fri 4/20/12		Technical Lead - Esi, Technical Support - Esi
27		Customer Review of Software Configuration Management Plan (initial)	5 days	Mon 4/23/12	Fri 4/27/12	26	Project Manager - Michigan, SME - Michigan
28		Revise Software Configuration Management Plan (initial)	5 days	Mon 4/30/12	Fri 5/4/12	27	Technical Lead - Esi, Technical Support - Esi
29		Approval of Software Configuration Management Plan (initial)	0 days	Fri 5/4/12	Fri 5/4/12	28	Project Manager - Michigan, SME - Michigan
30		Hardware Configuration for Proposed Solution	15 days	Mon 4/16/12	Fri 5/4/12		
31		Develop Initial Hardware Configuration for Proposed Solution	5 days	Mon 4/16/12	Fri 4/20/12		Technical Lead - Esi
32		Customer Review of Initial Hardware Configuration for Proposed Solution	5 days	Mon 4/23/12	Fri 4/27/12	31	Project Manager - Michigan, SME - Michigan
33		Revise Hardware Configuration for Proposed Solution	5 days	Mon 4/30/12	Fri 5/4/12	32	Technical Lead - Esi
34		Approval of Hardware Configuration for Proposed Solution	0 days	Fri 5/4/12	Fri 5/4/12	33	Project Manager - Michigan, SME - Michigan
35		Minimum Workstation Requirements	15 days	Mon 4/16/12	Fri 5/4/12		
36		Develop Minimum Workstation Requirements	5 days	Mon 4/16/12	Fri 4/20/12		Technical Support - Esi
37		Customer Review of Minimum Workstation Requirements	5 days	Mon 4/23/12	Fri 4/27/12	36	Project Manager - Michigan, SME - Michigan
38		Revise Minimum Workstation Requirements	5 days	Mon 4/30/12	Fri 5/4/12	37	Technical Support - Esi
39		Approval of Minimum Workstation Requirements	0 days	Fri 5/4/12	Fri 5/4/12	38	Project Manager - Michigan, SME - Michigan
40		Issues Management Report (Format)	15 days	Mon 4/16/12	Fri 5/4/12		
41		Develop Issues Management Report Format	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
42		Customer Review of Issues Management Report Format	5 days	Mon 4/23/12	Fri 4/27/12	41	Project Manager - Michigan, SME - Michigan
43		Revise Issues Management Report Format	5 days	Mon 4/30/12	Fri 5/4/12	42	Project Manager - Esi
44		Approval of Issues Management Report Format	0 days	Fri 5/4/12	Fri 5/4/12	43	Project Manager - Michigan, SME - Michigan



Draft PMP		ESI Acquisition, Inc. CIMS Draft PMP					
ID	Task Mode	Task Name	Duration	Start	Finish	Preced	Resource Names
45		Risk Management Report (Format)	15 days	Mon 4/16/12	Fri 5/4/12		
46		Develop Risk Management Report Format	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
47		Customer Review of Risk Management Report Format	5 days	Mon 4/23/12	Fri 4/27/12	46	Project Manager - Michigan,SME - Michigan
48		Revise Risk Management Report Format	5 days	Mon 4/30/12	Fri 5/4/12	47	Project Manager - Esi
49		Approval of Risk Management Report Format	0 days	Fri 5/4/12	Fri 5/4/12	48	Project Manager - Michigan,SME - Michigan
50		Change Management Report (Format)	15 days	Mon 4/16/12	Fri 5/4/12		
51		Develop Change Management Report Format	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
52		Customer Review of Change Management Report Format	5 days	Mon 4/23/12	Fri 4/27/12	51	Project Manager - Michigan,SME - Michigan
53		Revise Change Management Report Format	5 days	Mon 4/30/12	Fri 5/4/12	52	Project Manager - Esi
54		Approval of Change Management Report Format	0 days	Fri 5/4/12	Fri 5/4/12	53	Project Manager - Michigan,SME - Michigan
55		Change Request (Format)	15 days	Mon 4/16/12	Mon 5/7/12		
56		Develop Change Request Format	5 days	Mon 4/16/12	Fri 4/20/12		Project Manager - Esi
57		Customer Review of Change Request Format	5 days	Mon 4/23/12	Fri 4/27/12	56	Project Manager - Michigan,SME - Michigan
58		Revise Change Request Format	5 days	Mon 4/30/12	Fri 5/4/12	57	Project Manager - Esi
59		Approval of Change Request Format	0 days	Fri 5/4/12	Fri 5/4/12	58	Project Manager - Michigan,SME - Michigan
60		Hosted hardware fully configured (optional ASP solution)	0 days	Mon 5/7/12	Mon 5/7/12		
61		Stage Exit: Structured Walk-Through of Documentation: Initiation and Planning (10% of non-software costs payable)	1 day	Mon 5/7/12	Mon 5/7/12	59	Project Manager - Esi,Project Manager - Michigan
62		Requirements Definition	36 days	Mon 4/16/12	Tue 6/5/12		
63		Onsite Process Discovery	10 days	Mon 4/16/12	Fri 4/27/12		
64		Process Discovery - Event Reporting	1 day	Tue 4/17/12	Tue 4/17/12	4	Business Analyst - Esi,Technical Lead - Esi,Project Manager - Esi,Project Manager - Michigan,SME - Michigan
65		Process Discovery - Mission/Tasking	1 day	Mon 4/16/12	Mon 4/16/12		
66		Process Discovery - Damage Assessment and Donation Management	2 days	Wed 4/18/12	Thu 4/19/12	64	
67		Process Discovery - Health	1 day	Fri 4/20/12	Fri 4/20/12	66	
68		Process Discovery - Categorical Processes	3 days	Mon 4/23/12	Wed 4/25/12	67	Business Analyst - Esi,Technical Lead - Esi,Project Manager - Esi,Project Manager - Michigan,SME - Michigan
69		Process Discovery - Integration/Customization	2 days	Thu 4/26/12	Fri 4/27/12	68	Project Manager - Esi,Lead Developer - Esi,Project Manager - Michigan,SME - Michigan
70		Gap Analysis	15 days	Mon 4/30/12	Fri 5/18/12		
71		Develop Gap Analysis	5 days	Mon 4/30/12	Fri 5/4/12	69	Business Analyst - Esi
72		Customer Review of Gap Analysis	5 days	Mon 5/7/12	Fri 5/11/12	71	Project Manager - Michigan,SME - Michigan
73		Revise Gap Analysis	5 days	Mon 5/14/12	Fri 5/18/12	72	Business Analyst - Esi
74		Approval of Gap Analysis	0 days	Fri 5/18/12	Fri 5/18/12	73	Project Manager - Michigan,SME - Michigan
75		Requirements Specification (Initial)	25 days	Mon 4/23/12	Fri 5/25/12		
76		Develop Requirements Specification (Initial)	15 days	Mon 4/23/12	Fri 5/11/12	64	Business Analyst - Esi
77		Customer Review of Requirements Specification (Initial)	5 days	Mon 5/14/12	Fri 5/18/12	76	Project Manager - Michigan,SME - Michigan
78		Revise Requirements Specification (Initial)	5 days	Mon 5/21/12	Fri 5/25/12	77	Business Analyst - Esi
79		Approval of Requirements Specification (Initial)	0 days	Fri 5/25/12	Fri 5/25/12	78	Project Manager - Michigan,SME - Michigan
80		Requirements Tracibility Matrix (Initial)	15 days	Mon 5/14/12	Mon 6/4/12		
81		Develop Requirements Tracibility Matrix (Initial)	5 days	Mon 5/14/12	Fri 5/18/12	72	Business Analyst - Esi,Project Manager - Esi
82		Customer Review of Requirements Tracibility Matrix (Initial)	5 days	Mon 5/21/12	Fri 5/25/12	81	Project Manager - Michigan,SME - Michigan
83		Revise Requirements Tracibility Matrix (Initial)	5 days	Tue 5/29/12	Mon 6/4/12	82	Business Analyst - Esi,Project Manager - Esi
84		Approval of Requirements Tracibility Matrix (Initial)	0 days	Mon 6/4/12	Mon 6/4/12	83	Project Manager - Michigan,SME - Michigan
85		Stage Exit: Structured Walk-Through of Documentation: Requirements Definition	1 day	Tue 6/5/12	Tue 6/5/12	84	Project Manager - Esi,Project Manager - Michigan



Draft PMP		ESI Acquisition, Inc. CIMS Draft PMP						
ID	Task Mode	Task Name	Duration	Start	Finish	Preced	Resource Names	
86		Design	59 days	Wed 4/18/12	Wed 7/11/12			
87		Design Specification Document	41 days	Wed 4/18/12	Thu 6/14/12			
88		Develop Design Specification Document	31 days	Wed 4/18/12	Thu 5/31/12	64	Business Analyst - Esi, Developer - Esi, Lead Developer - Esi, Project Manager - Esi, Technical Lead - Esi, Project Specialist - Esi	
89		Customer Review of Design Specification Document	5 days	Fri 6/1/12	Thu 6/7/12	88	Project Manager - Michigan, SME - Michigan	
90		Revise Design Specification Document	5 days	Fri 6/8/12	Thu 6/14/12	89	Business Analyst - Esi, Developer - Esi, Lead Developer - Esi, Project Manager - Esi, Technical Lead - Esi, Project Specialist - Esi	
91		Approval of Design Specification Document (40% of non-software costs payable)	0 days	Thu 6/14/12	Thu 6/14/12	90	Project Manager - Michigan, SME - Michigan	
92		Software Configuration Management Plan (final)	11 days	Tue 5/29/12	Tue 6/12/12			
93		Revise Initial Software Configuration Management Plan	1 day	Tue 5/29/12	Tue 5/29/12	79	Technical Lead - Esi, Technical Support - Esi	
94		Customer Review of Software Configuration Management Plan (final)	5 days	Wed 5/30/12	Tue 6/5/12	93	Project Manager - Michigan, SME - Michigan	
95		Revise Software Configuration Management Plan (final)	5 days	Wed 6/6/12	Tue 6/12/12	94	Technical Lead - Esi, Technical Support - Esi	
96		Approval of Software Configuration Management Plan (final)	0 days	Tue 6/12/12	Tue 6/12/12	95	Project Manager - Michigan, SME - Michigan	
97		Test Plan (initial)	15 days	Tue 5/29/12	Mon 6/18/12			
98		Develop Test Plan (initial)	5 days	Tue 5/29/12	Mon 6/4/12	79	Quality Assurance - Esi	
99		Customer Review of Test Plan (initial)	5 days	Tue 6/5/12	Mon 6/11/12	98	Project Manager - Michigan, SME - Michigan	
100		Revise Test Plan (initial)	5 days	Tue 6/12/12	Mon 6/18/12	99	Quality Assurance - Esi	
101		Approval of Test Plan (initial)	0 days	Mon 6/18/12	Mon 6/18/12	100	Project Manager - Michigan, SME - Michigan	
102		Test Scripts (initial)	15 days	Tue 6/19/12	Tue 7/10/12			
103		Develop Test Scripts (initial)	5 days	Tue 6/19/12	Mon 6/25/12	101	Quality Assurance - Esi	
104		Customer Review of Test Scripts (initial)	5 days	Tue 6/26/12	Mon 7/2/12	103	Project Manager - Michigan, SME - Michigan	
105		Revise Test Scripts (initial)	5 days	Tue 7/3/12	Tue 7/10/12	104	Quality Assurance - Esi	
106		Approval of Test Scripts (initial)	0 days	Tue 7/10/12	Tue 7/10/12	105	Project Manager - Michigan, SME - Michigan	
107		Staging Hardware Fully Configured (If State Owned)	0 days	Mon 6/18/12	Mon 6/18/12			
108		Stage Exit: Structured Walk-Through of Documentation: Design	1 day	Wed 7/11/12	Wed 7/11/12	106	Project Manager - Esi, Project Manager - Michigan	
109		Construction	42 days	Wed 6/13/12	Fri 8/10/12			
110		Development	24 days	Fri 6/15/12	Thu 7/19/12	91	Project Manager - Esi, Business Analyst - Esi, Technical Lead - Esi, Developer - Esi, Lead Developer - Esi	
111		Test Plan (final)	11 days	Thu 7/12/12	Thu 7/26/12			
112		Revise Initial Test Plan	1 day	Thu 7/12/12	Thu 7/12/12	108	Quality Assurance - Esi	
113		Customer Review of Test Plan (final)	5 days	Fri 7/13/12	Thu 7/19/12	112	Project Manager - Michigan, SME - Michigan	
114		Revise Test Plan (final)	5 days	Fri 7/20/12	Thu 7/26/12	113	Quality Assurance - Esi	
115		Approval of Test Plan (final)	0 days	Thu 7/26/12	Thu 7/26/12	114	Project Manager - Michigan, SME - Michigan	
116		Test Scripts (final)	11 days	Fri 7/27/12	Fri 8/10/12			
117		Revise Initial Test Scripts	1 day	Fri 7/27/12	Fri 7/27/12	115	Quality Assurance - Esi	
118		Customer Review of Test Scripts (final)	5 days	Mon 7/30/12	Fri 8/3/12	117	Project Manager - Michigan, SME - Michigan	
119		Revise Test Scripts (final)	5 days	Mon 8/6/12	Fri 8/10/12	118	Quality Assurance - Esi	
120		Approval of Test Scripts (final)	0 days	Fri 8/10/12	Fri 8/10/12	119	Project Manager - Michigan, SME - Michigan	
121		Installation Plan (initial)	15 days	Wed 6/13/12	Tue 7/3/12			
122		Develop Installation Plan (initial)	5 days	Wed 6/13/12	Tue 6/19/12	96	Technical Support - Esi	
123		Customer Review of Installation Plan (initial)	5 days	Wed 6/20/12	Tue 6/26/12	122	Project Manager - Michigan, SME - Michigan	
124		Revise Installation Plan (initial)	5 days	Wed 6/27/12	Tue 7/3/12	123	Technical Support - Esi	
125		Approval of Installation Plan (initial)	0 days	Tue 7/3/12	Tue 7/3/12	124	Project Manager - Michigan, SME - Michigan	
126		Training Plan (initial)	15 days	Wed 6/13/12	Tue 7/3/12			



Draft PMP		Esi Acquisition, Inc. CIMS Draft PMP					
ID	Task Mode	Task Name	Duration	Start	Finish	Preced	Resource Names
127		Develop Training Plan (initial)	5 days	Wed 6/13/12	Tue 6/19/12	96	Trainer - Esi
128		Customer Review of Training Plan (initial)	5 days	Wed 6/20/12	Tue 6/26/12	127	Project Manager - Michigan,SME - Michigan
129		Revise Training Plan (initial)	5 days	Wed 6/27/12	Tue 7/3/12	128	Trainer - Esi
130		Approval of Training Plan (initial)	0 days	Tue 7/3/12	Tue 7/3/12	129	Project Manager - Michigan,SME - Michigan
131		Transition/Knowledge Transfer Plan (initial)	15 days	Thu 7/12/12	Wed 8/1/12		
132		Develop Transition/Knowledge Transfer Plan (initial)	5 days	Thu 7/12/12	Wed 7/18/12	108	Trainer - Esi,Business Analyst - Esi,Lead Developer - Esi,Project Manager - Esi,Project Specialist - Esi,Technical Lead - Esi,Technical Support - Esi
133		Customer Transition/Knowledge Transfer Plan (initial)	5 days	Thu 7/19/12	Wed 7/25/12	132	Project Manager - Michigan,SME - Michigan
134		Revise Transition/Knowledge Transfer Plan (initial)	5 days	Thu 7/26/12	Wed 8/1/12	133	Trainer - Esi,Business Analyst - Esi,Lead Developer - Esi,Project Manager - Esi,Project Specialist - Esi,Technical Lead - Esi,Technical Support - Esi
135		Approval of Transition/Knowledge Transfer Plan (initial)	0 days	Wed 8/1/12	Wed 8/1/12	134	Project Manager - Michigan,SME - Michigan
136		Process Validation	2 days	Fri 7/20/12	Mon 7/23/12	110	Business Analyst - Esi,Project Manager - Michigan,SME - Michigan
137		Production Hardware Fully Configured (if State Owned)	0 days	Mon 7/16/12	Mon 7/16/12		
138		Stage Exit: Structured Walk-Through of Documentation: Construction	1 day	Tue 7/24/12	Tue 7/24/12	136	Project Manager - Esi,Project Manager - Michigan
139		Testing	33 days	Thu 7/5/12	Mon 8/20/12		
140		Requirements Tracibility Matrix (final)	11 days	Thu 7/12/12	Thu 7/26/12		
141		Revise Initial Requirements Tracibility Matrix	1 day	Thu 7/12/12	Thu 7/12/12	108	Business Analyst - Esi,Project Manager - Esi
142		Customer Review of Requirements Tracibility Matrix (final)	5 days	Fri 7/13/12	Thu 7/19/12	141	Project Manager - Michigan,SME - Michigan
143		Revise Requirements Tracibility Matrix (final)	5 days	Fri 7/20/12	Thu 7/26/12	142	Business Analyst - Esi,Project Manager - Esi
144		Approval of Requirements Tracibility Matrix (final)	0 days	Thu 7/26/12	Thu 7/26/12	143	Project Manager - Michigan,SME - Michigan
145		Installation Plan (final)	11 days	Thu 7/5/12	Thu 7/19/12		
146		Revise Initial Installation Plan	1 day	Thu 7/5/12	Thu 7/5/12	125	Technical Support - Esi
147		Customer Review of Installation Plan (final)	5 days	Fri 7/6/12	Thu 7/12/12	146	Project Manager - Michigan,SME - Michigan
148		Revise Installation Plan (final)	5 days	Fri 7/13/12	Thu 7/19/12	147	Technical Support - Esi
149		Approval of Installation Plan (final)	0 days	Thu 7/19/12	Thu 7/19/12	148	Project Manager - Michigan,SME - Michigan
150		Training Plan (final)	11 days	Thu 7/5/12	Thu 7/19/12		
151		Revise Initial Develop Training Plan	1 day	Thu 7/5/12	Thu 7/5/12	130	Trainer - Esi
152		Customer Review of Training Plan (final)	5 days	Fri 7/6/12	Thu 7/12/12	151	Project Manager - Michigan,SME - Michigan
153		Revise Training Plan (final)	5 days	Fri 7/13/12	Thu 7/19/12	152	Trainer - Esi
154		Approval of Training Plan (final)	0 days	Thu 7/19/12	Thu 7/19/12	153	Project Manager - Michigan,SME - Michigan
155		Deliver Training Manuals and Materials	0 days	Thu 7/19/12	Thu 7/19/12	154	Project Manager - Esi
156		Execute System Test Plan	10 days	Fri 7/20/12	Thu 8/2/12	110	
157		Deliver System Testing Report	0 days	Thu 8/2/12	Thu 8/2/12	156	
158		Execute User Acceptance Test Plan	10 days	Fri 8/3/12	Thu 8/16/12	156	
159		Deliver User Acceptance Testing Report (20% of non-software costs payable)	0 days	Thu 8/16/12	Thu 8/16/12	158	Project Manager - Esi,Quality Assurance - Esi
160		Submit Certification of readiness in preparation for Determination of System Readiness Application	1 day	Fri 8/17/12	Fri 8/17/12	159	Project Manager - Esi
161		Stage Exit: Structured Walk-Through of Documentation: Testing	1 day	Mon 8/20/12	Mon 8/20/12	160	Project Manager - Esi,Project Manager - Michigan
162		Implementation	47 days	Wed 7/25/12	Fri 9/28/12		
163		Maintenance Plan (final)	11 days	Wed 7/25/12	Wed 8/8/12		
164		Revise Initial Maintenance Plan	1 day	Wed 7/25/12	Wed 7/25/12	138	Technical Support - Esi
165		Customer Review of Maintenance Plan (final)	5 days	Thu 7/26/12	Wed 8/1/12	164	Project Manager - Michigan,SME - Michigan
166		Revise Maintenance Plan (final)	5 days	Thu 8/2/12	Wed 8/8/12	165	Technical Support - Esi
167		Approval of Maintenance Plan (final)	0 days	Wed 8/8/12	Wed 8/8/12	166	Project Manager - Michigan,SME - Michigan



Draft PMP		ESI Acquisition, Inc. CIMS Draft PMP					
ID	Task Mode	Task Name	Duration	Start	Finish	Preced	Resource Names
168		Transition/Knowledge Transfer Plan (final)	11 days	Tue 8/21/12	Wed 9/5/12		
169		Revise Initial Transition/Knowledge Transfer Plan	1 day	Tue 8/21/12	Tue 8/21/12	161	Trainer - Esi,Business Analyst - Esi,Lead Developer - Esi,Project Manager - Esi,Project Specialist - Esi,Technical Lead - Esi,Technical Support - Esi
170		Customer Transition/Knowledge Transfer Plan (final)	5 days	Wed 8/22/12	Tue 8/28/12	169	Project Manager - Michigan,SME - Michigan
171		Revise Transition/Knowledge Transfer Plan (final)	5 days	Wed 8/29/12	Wed 9/5/12	170	Trainer - Esi,Business Analyst - Esi,Lead Developer - Esi,Project Manager - Esi,Project Specialist - Esi,Technical Lead - Esi,Technical Support - Esi
172		Approval of Transition/Knowledge Transfer Plan (final)	0 days	Wed 9/5/12	Wed 9/5/12	171	Project Manager - Michigan,SME - Michigan
173		Deliver all system-wide documentation and specifications (including caching, batch processing and disaster recovery)	0 days	Mon 8/20/12	Mon 8/20/12		
174		Deliver General User Manual	0 days	Mon 8/20/12	Mon 8/20/12	161	Project Manager - Esi
175		Deliver System Administrator Manual	0 days	Mon 8/20/12	Mon 8/20/12	161	Project Manager - Esi
176		Deliver Data Element Dictionary	0 days	Mon 8/20/12	Mon 8/20/12	161	Project Manager - Esi,Lead Developer - Esi,Technical Lead - Esi
177		Deliver Operations Manual	0 days	Mon 8/20/12	Mon 8/20/12	161	Project Manager - Esi
178		Production Installation	9 days	Mon 8/20/12	Thu 8/30/12		
179		Installation of WebEOC	0.25 days	Mon 8/20/12	Mon 8/20/12	160	Project Manager - Esi,Technical Support - Esi
180		Installation of Resource Manager	0.25 days	Mon 8/20/12	Mon 8/20/12	179	Project Manager - Esi,Technical Support - Esi
181		Installation of WebEOC Mapper Professional	0.25 days	Mon 8/20/12	Mon 8/20/12	180	Project Manager - Esi,Technical Support - Esi
182		Installation of ESI WebFusion	0.25 days	Mon 8/20/12	Mon 8/20/12	181	Project Manager - Esi,Technical Support - Esi
183		Provide customer with error logging and access information	0 days	Mon 8/20/12	Mon 8/20/12	182	Project Manager - Esi,Technical Support - Esi
184		Production Migration of Solution	1 day	Tue 8/21/12	Tue 8/21/12	182	Project Manager - Esi,Business Analyst - Esi,Lead Developer - Esi,Technical Lead - Esi,Technical Support - Esi
185		Data Migration from Previous CIMS Solution	5 days	Wed 8/22/12	Tue 8/28/12	184	Project Manager - Esi,Lead Developer - Esi
186		Conduct Functional Benchmark	2 days	Wed 8/29/12	Thu 8/30/12	185	Project Manager - Esi,Business Analyst - Esi,Project Manager - Michigan,Quality Assurance - Esi,SME - Michigan,Technical Lead - Esi
187		Training	9 days	Fri 8/31/12	Thu 9/13/12		
188		Train-the-trainer session	2 days	Fri 8/31/12	Tue 9/4/12	186	Project Manager - Esi,Business Analyst - Esi,Trainer - Esi,Project Manager - Michigan,SME - Michigan
189		Primary power user training	2 days	Wed 9/5/12	Thu 9/6/12	188	Project Manager - Michigan,SME - Michigan,Project Manager - Esi,Business Analyst - Esi,Trainer - Esi
190		Secondary power user training	2 days	Fri 9/7/12	Mon 9/10/12	189	Project Manager - Esi,Business Analyst - Esi,Trainer - Esi,Project Manager - Michigan,SME - Michigan
191		System administrator training	2 days	Tue 9/11/12	Wed 9/12/12	190	Project Manager - Esi,Business Analyst - Esi,Trainer - Esi,Project Manager - Michigan,SME - Michigan
192		Technical training	1 day	Thu 9/13/12	Thu 9/13/12	191	Project Manager - Esi,Business Analyst - Esi,Trainer - Esi,Project Manager - Michigan,SME - Michigan
193		Acceptance	22 days	Wed 8/29/12	Fri 9/28/12		
194		PARE	22 days	Wed 8/29/12	Fri 9/28/12	185	Project Manager - Esi,SME - Michigan,Project Manager - Michigan
195		Final Acceptance (30% of non-software costs payable)	10 days	Mon 9/17/12	Fri 9/28/12	192	Project Manager - Esi
196		Go Live	1 day	Fri 9/28/12	Fri 9/28/12		Business Analyst - Esi,Project Manager - Michigan,SME - Michigan



Exhibit 6 – Proposal Pricing

Travel expenses will NOT be reimbursed by the State under this contract. All pricing and hourly rates provided shall be fully loaded.

STATE HOSTED (Local Install for all products)

Summary Cost Table: Total 5 Years

Breakdown Provided in	Cost Categories	Cost
Table 1	Total Solution (One-time) Solution Cost	\$ 582,205
Table 2a	Five Years Recurring Cost: Updates, Maintenance and Support and Help Desk Support	\$ 86,100
Table 2b	5 Years Vendor Hosting Fees (none)	\$ -
Table 3a	Reserved Funding for Other Software, Services and Training	\$ 281,735
Table 3b	Reserved Funding – ESiWebFUSION Licensing, Maintenance and Hosting (One Time License – \$86,250) (5 Year Cost Maintenance – \$61,500) (5 Year Cost Hosting – \$79,000)	\$ 226,750
Total 5 Years Solution Cost		\$ 1,176,790

Table 1

Total Critical Incident Management System (CIMS) Solution (One-Time) Cost

Breakdown Provided in	Cost Categories	Cost
Table 4	Software Tools License Cost	\$ 128,125
Table 5	Modification/Configuration of COTS Package Cost	\$ 39,600
Table 6	Training and Documentation Cost	\$ 117,040
Table 7	Data Conversion and Migration Cost	\$ -
Table 8	Server Hardware and Software Recommendations	N/A
Table 9	Solution Implementation Cost	\$ 297,440
Total Solution (One-Time Cost)	Total cost for Tables 4,5,6,7,9	\$ 582,205



Table 2a
Five Years Recurring Costs: Updates, Maintenance and Support and Help Desk Support

Cost Categories	Updates, Maintenance and Support, and Help Desk Cost	Cost
Year 1	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	Inc w/ Software
Year 2	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 21,000
Year 3	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 21,000
Year 4	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 22,050
Year 5	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 22,050
Total Five Years Recurring Cost: Updates, Maintenance and Support, and Help Desk		\$ 86,100

Optional Years of Support

Cost Categories	Updates, Maintenance and Support, and Help Desk Cost	Cost
Year 6	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 22,050
Year 7	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 23,153
Year 8	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 23,153
Year 9	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 23,153
Year 10	WebEOC, Redundancy(2), RM, Mapper, DT-STD (3)	\$ 24,310

Table 2b
Five Years Recurring Cost: Vendor Hosting - none (all other products installed locally)

Year	Hosting Charges	Comments
Year 1		\$ -
Year 2		\$ -
Year 3		\$ -
Year 4		\$ -
Year 5		\$ -
Total Five Years Recurring Cost for Hosting		\$ -



Table 3a

Reserved Funding - Other Software, Services and Training (SOW TBD)

Services and Training	Firm Fixed Hourly Rate
Project Manager	\$ 275
Business Analyst	\$ 275
Technical Lead	\$ 275
Trainer	\$ 275
Programmer	\$ 165
Total dollars available for Services and Training. Additionally the State may use these dollars towards additional software licenses and future years of maintenance.	\$ 281,735

Table 3b

Reserved Funding – ESiWebFUSION Licensing, Maintenance and Hosting

Software		
One-Time License	ESiWebFUSION	\$ 86,250
Software Support		

Five Years Recurring Costs: Updates, Maintenance and Support and Help Desk Support

Cost Categories	Updates, Maintenance and Support, and Help Desk Cost	Cost
Year 1	ESiWebFUSION Software Support	Inc w/ Software
Year 2	ESiWebFUSION Software Support	\$ 15,000
Year 3	ESiWebFUSION Software Support	\$ 15,000
Year 4	ESiWebFUSION Software Support	\$ 15,750
Year 5	ESiWebFUSION Software Support	\$ 15,750
Total Five Years Recurring Cost: Updates, Maintenance and Support, and Help Desk		\$ 61,500

Optional Years of Support for ESiWebFUSION

Cost Categories	Updates, Maintenance and Support, and Help Desk Cost	Cost
Year 6	ESiWebFUSION Software Support	\$ 15,750
Year 7	ESiWebFUSION Software Support	\$ 16,538
Year 8	ESiWebFUSION Software Support	\$ 16,538
Year 9	ESiWebFUSION Software Support	\$ 16,538
Year 10	ESiWebFUSION Software Support	\$ 17,364



Five Years Recurring Cost: Vendor Hosting for ESiWebFUSION(EWF)

Year	Hosting Charges	Comments
Year 1	Hosting Charges (EsiWebFUSION), One-time setup fees	\$ 17,500
Year 2	Hosting Charges (EsiWebFUSION)	\$ 15,000
Year 3	Hosting Charges (EsiWebFUSION)	\$ 15,000
Year 4	Hosting Charges (EsiWebFUSION)	\$ 15,750
Year 5	Hosting Charges (EsiWebFUSION)	\$ 15,750
Total Five Years - Recurring Cost for Hosting		\$ 79,000

Vendor Hosting Pricing - Option Years (Projected)

Year	Hosting Charges	Comments
Year 6	Hosting Charges (EsiWebFUSION)	\$ 15,750
Year 7	Hosting Charges (EsiWebFUSION)	\$ 16,538
Year 8	Hosting Charges (EsiWebFUSION)	\$ 16,538
Year 9	Hosting Charges (EsiWebFUSION)	\$ 16,538
Year 10	Hosting Charges (EsiWebFUSION)	\$ 17,364

**Table 4
Software Tools License Cost**

Software	Quantity	Per Unit Price	Cost
WebEOC Professional	1	\$ 56,250	\$ 56,250
ESi WebFUSION	0	\$ 86,250	\$ -
WebEOC Resource Manager	1	\$ 17,250	\$ 17,250
WebEOC Mapper Professional	1	\$ 22,425	\$ 22,425
WebEOC Redundant Server	2	\$ 5,600	\$ 11,200
KML Adapter	1	\$ 6,000	\$ 6,000
HaVBED Adapter	1	\$ 6,000	\$ 6,000
Double-Take® Standard	3	\$ 3,000	\$ 9,000
All items in this section include Yr 1 software support			
			\$ 128,125



**Table 4 b (Optional)
Software Tools License Cost**

Software	Quantity	Per Unit Price	Cost
WebEOC Town Square	0	\$ 19,999	\$ -
WebEOC Town Square Premium Support	0	\$ 4,998	\$ -
WebEOC Town Square Basic Support	0	\$ 1,999	\$ -
	Note: WebEOC Town Square is included for purposes of MIDEAL. WebEOC Town Square is designed for local entities, who may purchase via MIDEAL cooperative purchasing.		
			\$

**Table 5
Modification/Configuration of COTS Package Cost**

Modification/ Configuration Resource	Total # of resources	Total # of hours	Cost	Total Cost (\$)
1. Project manager				
2. Business analysts				
3. System analysts				
4. Programmer/developers	3	240	\$ 165	\$ 39,600
5. System administrators				
6. Database administrators				
7. Q/A Manager				
8. Security specialist				
9. Testers				
10. Technical writers				
11. CM specialists				
12. System Architects				
13. Network engineer/administrator				
14. Software Architects				
15. CM specialists				
16. Project assistants				
17. Web developers				
18. Application trainers				
Others: (List) below:				
				\$ 39,600



**Table 6
Training and Documentation Cost**

Training and Documentation Cost	Cost	Comments
Training and Training Materials	\$ 47,190	
Documentation	\$ 69,850	
Total Cost of Training & Documentation	\$ 117,040	

**Table 7
Data Conversion and Migration Cost**

Data Conversion and Migration Cost	Total # of Resources	Total # of Hours
Migration of current CIMS data to Bidder Solution		N/A
Total Cost of Data Conversion and Migration		

**Table 8
Server Hardware and Software Recommendation**

	STATE HOSTED DEPLOYMENT	
Hardware	Operating System Name and version	Server Purpose
WebEOC Web Server	Windows Server 2008 R2	Web Server
WebEOC Database Server	Windows Server 2008 R2	Database Server

Notes:

1. Hardware and software is not listed for GIS solution assuming all ArcGIS products are in place.
2. DoubleTake Availability is sold in Standard and Enterprise editions. Enterprise is necessary if an enterprise OS is involved, for Clustered SQL servers or for Virtual server environments. For the purposes of this proposal, Double Take Standard is quoted.



Table 9
Solution Implementation Cost

Implementation Activity	Total # of resources	Total # of hours	Total cost (\$)	Comments
Initiation and Planning Activities (See Section 1.104 I.A)	2	280		
Business & Technical Requirements Validation Activities (See Section 1.104 I.B)	5	512		Includes all requirements workshops, development and revisions for the following deliverables. - Business Gap Analysis - Technical Gap Analysis - Support for DTMB Enterprise Arch - Support for DTMB Project Security Plan and Assessment - Design Specification Document
Implementation: (See Section 1.104 I.E)	5	376		
Testing (See Section 1.104 I.E)	5	392		
Other (List):				
Total Cost of Solution Implementation		1560	\$297,440	



Milestone Payment Schedule for Exhibit 6

The State Shall pay based on completion of the following Deliverables/Milestones:

ESi proposes the following payment milestones:

<u>Payment</u>	<u>Milestone</u>	<u>Payment #</u>	<u>Scheduled Date</u>
\$ 128,125	Contract Award: All Software	1	4/16/2012
\$ 45,408	Initiation and Planning Stage Exit	2	5/11/2012
\$ 181,632	Design Approved	3	6/19/2012
\$ 90,816	Implementation and Testing	4	8/6/2012
\$ 136,224	PARE and Final Acceptance	5	9/28/2012

\$ 582,205

Years 2-5 annually by 9/30