

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

June 25, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B3001396
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 5400 Legacy Drive Plano, TX 75024 Michael.Kapuscinski@eds.com	TELEPHONE Mike Kapuscinski (517) 272-5939
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-3393 Dale Reif
Contract Administrator Prequalified IT Devices for Data Warehouse – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: July 1, 2008	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective July 1, 2008, this contract is hereby CANCELLED and replaced with 071B8200213 due to a change in vendor.

AUTHORITY/REASON:

Per agency and vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,000,000.00

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

August 14, 2007

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B3001396
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 5400 Legacy Drive Plano, TX 75024 Michael.Kapuscinski@eds.com	TELEPHONE Mike Kapuscinski (517) 272-5939
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-3393 Dale Reif
Contract Administrator Prequalified IT Devices for Data Warehouse – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2008	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective September 1, 2007, the remaining option on this contract is hereby exercised to EXTEND the contract period to September 1, 2008. All other terms and conditions remain the same.

AUTHORITY/REASON:

Agency request, vendor agreement dated 8/6/07 and DMB Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,000,000.00

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

August 1, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B3001396
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 5400 Legacy Drive Plano, TX 75024 Michael.Kapuscinski@eds.com	TELEPHONE Mike Kapuscinski (517) 272-5939
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-3393 Dale Reif
Contract Administrator Prequalified IT Devices for Data Warehouse – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2007	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby **EXTENDED** through **September 1, 2007**. All other terms and conditions remain the same.

PLEASE NOTE: The buyer has been **CHANGED** to Dale Reif.

AUTHORITY/REASON:

Per DMB/Acquisition Services.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,000,000.00

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

February 23, 2004

NOTICE
 OF
 CONTRACT NO. 071B3001396
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Electronic Data Systems 5400 Legacy Drive Plano, TX 75024	TELEPHONE Tammy Loud (517) 272-6475
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-4804 Doug Collier
Contract Administrator: Norm Buckwalter Prequalified IT Devices for Data Warehouse – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2005	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those attached to this Contract.

Estimated Contract Value: \$1,000,000.00

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

CONTRACT NO. 071B3001396
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 5400 Legacy Drive Plano, TX 75024	TELEPHONE Tammy Loud (517) 272-6475 VENDOR NUMBER/MAIL CODE BUYER (517) 335-4804 Doug Collier
Contract Administrator: Norm Buckwalter Prequalified IT Devices for Data Warehouse – Department of Information Technology	
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2005	
TERMS <p style="text-align: center;">Net 45 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Destination</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those attached to this Contract. Estimated Contract Value: \$1,000,000.00	

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

Reference: ITB 07113000003

FOR THE VENDOR: Electronic Data Systems _____ Firm Name _____ Authorized Agent Signature _____ Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Anthony J. DesChenes, Acting Director _____ Name Strategic Business Development Acquisition Services _____ Title _____ Date
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ATTACHMENTS

- A. Technical Proposal (Excerpts)
 - B. Examples of Poor Performance
 - C. Pricing
- EXHIBIT A - Tier 2 Work Request Process



Definitions and Acronym Glossary

- A. **Acquisition Services:** Department of Management & Budget, Acquisition Services; the procurement authority for the Executive Branch Department in State government.
- B. **Normal Business Days and Hours:** Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Standard Time, except for holidays observed by the State of Michigan.
- C. **CUSTOMER:** Michigan Department of Information Technology (DIT) and individual State departments that have received the prior approval of DIT or member of the State of Michigan Extended Purchasing Program (EPP) on whose behalf Primary Contracts are eventually procured as a result of this RFP.
- D. **DIT:** State of Michigan, Department of Information Technology
- E. **DMB:** State of Michigan, Department of Management & Budget
- F. **EPP:** Extended Purchasing Program; Acquisition Services extends its services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community or junior college. This program is called the Extended Purchasing Program.
- G. **JEC:** Joint Evaluation Committee; the team of individuals charged with evaluating the proposals submitted.
- H. **OFM:** State of Michigan, Office of Financial Management
- I. **PCVL:** Primary Contract Vendor Listing
- J. **Pre-Qualified Vendor:** Vendors who have been selected through this RFP and who have signed Contracts to potentially provide DIT with IT Services.
- K. **RFP:** The Request for Proposal as well as all addenda used as a solicitation document in this procurement, as well as all amendments and modifications thereto.
- L. **Software:** the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version, where provided by Vendor.
- M. **Contractor: Electronic Data Systems,** its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.
- N. **Work Contract:** a contractual document (supplemental to the Primary Contract) issued by DIT or an EPP participant and signed with a pre-qualified vendor as a result of the second tier work request process. A Work Contract generally contains a specific description of work/tasks to be performed by the vendor staff, period of performance, costs or hourly rate(s), deliverables, etc.
- O. **Work Request:** a solicitation document developed and issued by the DIT or an EPP participant to pre-qualified vendors to request proposals. The document identifies the statement of work, period of performance, and any special terms and conditions, etc.
- P. **Primary Contract:** the main contractual agreement that identifies the Terms and Conditions that both parties are in agreement on.



SECTION I—TERMS AND CONDITIONS

I-A PURPOSE

The goal of this contract is to establish a pool of vendors to bid on second tier work requests in the information technology (IT) service category listed on the cover page of this contract. To be included in the pool, pre-qualified vendors will be required to sign this Primary Contract with Acquisition Services. After the signing of the Primary Contracts and the creation of the qualified vendor pool, Acquisition Services and DIT will conduct mandatory training for all qualified vendors on the streamlined, second tier, competitive contract selection process under which future Work Contracts may be awarded.

The Primary Contracts and any resulting Work Contracts will be written so as to incorporate by reference all the terms of this contract. DIT will advise Acquisition Services of any additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that Work Contracts will be awarded to any pre-qualified vendor(s) by the SOM.

The second tier work request process will be initiated by DIT as specific needs arise. DIT after formalizing a comprehensive work statement will facilitate the second tier selection process for each contracting effort. The Work Request Template (see Exhibit B) will identify the statement of work, period of performance, deliverables, specific response information required, and any special terms and conditions. DIT will identify the category of service and Acquisition Services will send out the solicitation to all pre-qualified vendors in that specific category. These vendors will respond directly to Acquisition Services within the timeframe specified in the Work Request. DIT will evaluate the responses and determine the vendor that will provide the best overall value for their work request.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities to be provided through **Pre-Qualified IT Services Contract Vendors** in the proposed Contract cover the period **September 1, 2003** through **September 1, 2005**. Acquisition Services, after consultation with DIT, may offer to extend the contracts for up to three (3) additional one-year periods or other portions thereof as is deemed in the best interest of DIT. Any extension will be subject to mutual agreement between Acquisition Services and the Contractor. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

Acquisition Services, upon request of DIT, reserves the right, at its sole discretion, to expand the pre-qualified vendor pool in any or all categories of service if it is deemed to be in the best interest of the State. Acquisition Services and DIT intend to review and assess this need at least annually.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Department of Information Technology (DIT)**. Where actions are a combination of those of Acquisition Services and **DIT**, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the contractual process, until such time as the Director of acquisitions shall direct otherwise in writing. All communications concerning prices, specifications, terms and conditions must be addressed to:



Doug Collier, Buyer CPPB
 Strategic Purchasing
 DMB, Acquisition Services
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, MI 48909
 E-mail: collierd1@michigan.gov

I-D CONTRACT ADMINISTRATOR

The person listed below will administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Norm Buckwalter
 Department of Information Technology
 105 West Allegan
 Lansing, MI 48913
 E-mail: BuckwalterN@michigan.gov

I-E PURCHASE ORDERS

Orders for delivery of Services may be issued directly by the DIT through the issuance of a Purchase Order Form along with a Work Contract signed by DIT and Vendor referencing this Contract (Blanket Purchase Order) and the terms and conditions contained herein. Contractor shall reference the Purchase Order Number and BPO on all invoices for payment.

I-F COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of the Contract. Total liability of the State is limited to the terms and conditions of the Contract.

I-G CONTRACTOR RESPONSIBILITIES

The Contractor will assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State considers the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-H NEWS RELEASES

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated. See <http://www.michigan.gov/doingbusiness> for the policy on news releases.

I-I DISCLOSURE

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*



I-J ACCOUNTING RECORDS

The Contractor is required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-K INDEMNIFICATION

1. PATENT/COPYRIGHT INFRINGEMENT INDEMNITY

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any existing 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 shall at the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State’s satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor’s charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

The foregoing shall be the State’s sole and exclusive remedy for any infringement covered under this provision. Contractor will not indemnify State, however, if the claim of infringement is caused by (1) State’s misuse or modification of the Deliverable; (2) State’s failure to use corrections or enhancements made available by Contractor;

(3) State’s distribution, marketing or use of the Deliverables outside of it’s organization for the benefit of third parties; or (4) information, direction, specification, or materials provided to Contractor by State or any third party except for third party subcontractors and vendors of Contractor.

2. OTHER INDEMNITIES

a. General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind, 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 tortuous acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable provided that the Contractor is notified in writing within thirty (30) days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.



b. 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.

3. INDEMNIFICATION NOT LIMITED

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor any of its Subcontractors, the indemnification obligation under the Contract shall 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 sub clauses, 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 sub clauses.

4. CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify 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 prior to expiration or cancellation.

5. INDEMNIFICATION PROCEDURES

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

- a. After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such 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 so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall 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 prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- b. If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State 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 pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to 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.

- 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 shall have the right to defend the claim in such 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 shall promptly reimburse the State for all such reasonable costs and expenses.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any existing United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
10. When developing any software the Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;



11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;
12. A ninety (90) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor.
13. 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."
14. THE PRECEDING STATEMENTS ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

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 (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.

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

I-N STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval, any of the personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of all personnel is critical and agrees to the continuity of all personnel. Removal of any personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the personnel's employment.

I-O WORK PRODUCT AND OWNERSHIP

Unless otherwise specifically designated in the Work Contract, Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. Work Products do not include third party software. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its



designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

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

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

I-P CONFIDENTIALITY OF DATA AND INFORMATION

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the Work Contract, or which become available to the Contractor in carrying out the Work Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

To the extent permissible under the law, the State agrees to protect the confidentiality of the Confidential Information of Contractor in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a



breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such 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 pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies must be approved by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE (S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM.

THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor.

All such Certificate(s) shall contain a provision indicating that coverage's afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without THIRTY (30) days prior written notice having been given to the Director of Acquisition Services. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked () below:

- 1. Commercial General Liability with the following minimum coverage's:
 - \$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
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the Commercial General Liability policy. All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY to any comparable liability insurance (including self-insurances) carried by the State.



- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance 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 policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall 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

I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

I-T CANCELLATION

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

- 1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.
 - a. In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.



- b. In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.
 - c. In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.
2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes;
- or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.



I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and Contracts for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance



or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

I-W ASSIGNMENT

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

I-X DELEGATION

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

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor.

This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing



workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at <http://www.michigan.gov/mdcs>.

I-AA MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify services during the course of this Contract. Such modification may include adding or deleting tasks that these services shall encompass and/or any other modifications deemed necessary.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Work Contract and the work to be performed by the Contractor under the Work Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a. Withdraw its change request; or
 - b. Modify its change request, in which case the procedures set forth above will apply to the modified change request.

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

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" 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 such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such 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 (3rd) 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.

For the Contractor: **Tammy Loud**
Electronic Data Systems
5400 Legacy Drive
Plano, TX 75024
Email: tammy.loud@eds.com

For the State:
Doug Collier, Buyer CPPB
DMB, Acquisition Services
P O Box 30026
Lansing, MI 48909
Email: collierd1@michigan.gov

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-CC ENTIRE AGREEMENT

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-DD NO WAIVER OF DEFAULT

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

I-EE SEVERABILITY

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

I-FF HEADINGS

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



I-GG RELATIONSHIP OF THE PARTIES

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

I-HH UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

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

I-II SURVIVOR

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

I-JJ GOVERNING LAW

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

I-KK YEAR 2000 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor 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 year 2000 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.

I-LL CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.



I-MM STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-NN STATE STANDARDS

1. 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 www.state.mi.us/cio/oits.

2. PM METHODOLOGY STANDARDS. The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DIT, Research and Policy. The State of Michigan Project Management Methodology can be obtained from the DIT's website at <http://www.michigan.gov/dit>.

The contractor shall use the State's PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. ADHERANCE TO PORTAL TECHNOLOGY TOOLS. For all projects involving e-Government, all bidders are expected to read, understand and support compliance with the provisions of Executive Order No. 2000-6 and Executive Directive 2001-1, issued by the State of Michigan, Office of the Governor.

The State of Michigan, e-Michigan Office has adopted the following tools as its Portal Technology development efforts:

- * Vignette Content Management and personalization Tool
- * Inktomi Search Engine
- * Tivoli Directory Services (Presentation Layer)
- * WebSphere Application Server
- * WebSphere e-Pay Payment Processing Module

Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Department of Information technology.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

I-OO ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (<http://www.cpexpress.state.mi.us/>).

I-PP TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 180 days after the expiration or cancellation of this



Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

I-QQ STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract or a Work Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of 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 shall either:
 - a. Cancel the stop work order; or
 - b. Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make 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 the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b. The Contractor asserts its right to an equitable adjustment within 30 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 proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.



I-RR PERFORMANCE AND RELIABILITY EVALUATION (PARE)

When the State requires that a performance and reliability evaluation (PARE) is to be performed, the standard of performance for the PARE will be closely monitored during the acceptance period.

In the event that the PARE is for components only, all references to systems (processors) should be changed to components.

The Performance and Reliability Evaluation will consist of two phases.

1. PHASE I

The first phase shall be comprised of a specification compliance review of the equipment listed on the ordering documents. Such equipment shall be checked for total compliance with all required specifications of the RFQ. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the mandatory specifications of the RFQ, the State shall so notify the Contractor, allowing 14 calendar days for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to cancel the ordering document. Should the equipment and software pass the specification conformance review, the equipment shall enter Phase II of the PARE.

2. PHASE II

a. Determination of System Readiness

- 1) Prior to the PARE, a committee of three persons will be formed to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.
- 2) The PARE will begin on the installation dates when the Contractor certifies that the equipment is ready for use by the State.

b. During the PARE:

All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.

- 1) All reconfiguration and reload time shall be excluded from the performance hours.
- 2) If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down-time" for the system.
- 3) If the Contractor requests access to failed equipment and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
- 4) A functional benchmark demonstration will be run for the PARE Committee to confirm that the installed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.

3. STANDARD OF PERFORMANCE



- a. The performance period (a period of thirty consecutive calendar days) shall commence on the installation date, at which time the operational control becomes the responsibility of the State. It is not required that one thirty day period expire in order for another performance period to begin.
- b. If each component operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time. In addition, the equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Contract. Equipment added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment at the time of such amendment.
- c. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance hours. Equipment failure down-time 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.
- d. During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
- e. No more than one hour will accrue to the performance hours during any one-wall clock hour.
- f. Equipment shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
- g. When a system involves on-line machines, which are remote to the basic installation, the required effectiveness level shall apply separately to each component in the system.
- h. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the equipment and authorize the monthly payments to begin on the first day of the successful performance period.
- i. If successful completion of the performance period is not attained within 90 days of the installation date, 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.
- j. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

I-SS LIQUIDATED DAMAGES

The State and the Contractor hereby agree that liquidated damages may be negotiated in individual Work Contracts and as such both parties negotiate to the specific standards set forth in those Work



Contracts. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out in the Work Contract shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph and the Work Contract on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

Liquidated damages will be assessed as follows: Damage amounts will be determined during Contract negotiations in the Second Tier.

I-TT PERFORMANCE

Performance by Pre-Qualified Vendors will be continually evaluated by the State. Performance will be a factor in the award of any Work Contract and continued poor performance will be grounds for not awarding a Work Contract. (Please refer to Exhibit D for examples of poor performance)

I-UU PROTESTS

In order to streamline the second tier contracting process, Contractors agree not to file any protests concerning the award of any Work Contract.

I-VV LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages, and either party's maximum aggregate liability shall be limited to \$2,000,000.00. Such limitation as to in direct or consequential damages, and as to a party's maximum liability shall not be applicable for claims arising out of gross negligence, willful misconduct, or the Contractor's indemnification responsibilities to the State as set forth in section I-J with respect to third party claims, actions and proceedings brought against the State.



SECTION II - REQUIREMENTS

II - A PURPOSE AND QUALIFICATIONS BY CATEGORY: TIER 1

PURPOSE

Acquisitions Services in partnership with the Department of Information Technology has established “Professional Services Ordering” Contracts with information technology providers to assist the State of Michigan in delivering business solutions and maximizing for the organization the value obtained from its information technology investment. As a result of this contract, the State will have access to a pool of pre-qualified providers available to provide high-quality information technology services. Seven (7) vendors have been competitively selected in the below mentioned category.

Data Warehouse

It is the intent of this process to reduce the redundancy and efforts expanded by customers and the vendor community to secure contractors for services. This streamlining will serve the best interests of the State, reduce contracting costs, and simplify the process for customers to secure a contract for specific IT services.

As part of their response the pre-approved contractors have provided maximum rate structures and acceptance of the State’s terms and conditions. The first three (3) categories and Project Management and Quality Assurance in Category 5 of this program will be available to DIT for onetime purchases of up to \$1,000,000.00 with a project duration of 18 months or less. The Last Category (Project Development Services less Project Management and Quality Assurance) will be available to DIT for purchases that exceed \$250,000.00 or 12 months in duration. The entire program will not focus on those proposals that (a) exceed \$1,000,000.00 or 18 month contract duration (b) include services that support the processing infrastructure, data cabling, or any aspects of telecommunications (c) Involve the Pre-Qualified START (formerly RAPHITS) program for Developers, System Analysts, and Database Administrator services under \$250,000.00 or less than 12 months in project duration. Those work statements that are estimated to exceed \$1,000,000.00 or 18-month duration would be required to be bid out through the current formal RFP process.

When the State establishes a need for services per the requirements mentioned above, they may utilize the pre-qualified program by formalizing a work statement and having DIT solicit proposals from the pre-qualified pool of vendors.

All vendors would be evaluated on hours, personnel and experience in providing a particular project; with the pre-qualification process taking only two (2) weeks to complete. This process would allow State agencies the greatest flexibility while still providing a mechanism to control costs for the using agencies.

II-B DATA WAREHOUSE

Services include database administration, application development and migration, database modeling, SQL and database access tool utilization, OLAP, implementation of administrative tools and utilities and training on all aspect of data warehouse management and usage. The State of Michigan’s data warehouse is a NCR 5250, with a Teradata Operating and DBMS Version v2r4.1. Examples of the associated tasks/skills are:

Needs Assessment

- Identification of all business requirements
- Analytical skills



- Organizational skills
- Communication skills at the executive level
- Interviewing skills
- Depth of knowledge of current and emerging information technologies, including e-commerce, their strengths and weaknesses, and appropriate application to business needs

Requirements Analysis

- Structured techniques
- Professional discipline
- Use of analytical software tools
- Ability to reduce volumes of detail to concise and easy to read form

Feasibility Studies

- Analysis of new technology projects
- Comparison of conducting IT work in-house versus outsourcing
- Analysis of joint venture and partnership projects
- Project definition and planning methods
- System development project methods using the State's standard development methodology.

Cost Benefit Analysis

- Determining tangible and intangible costs and benefits
- Ability to apply DMB/DIT IT portfolio management standards
- Comparative analysis of in-house versus outsource costs
- Knowledge of present value analysis
- Understanding of the state budgets cycle and state accounting methods

Coordination of Stakeholders

- Organizational requirements
- Communication and facilitation
- Principles of information technology, business principles, and negotiation strategies
- Facilitation of stakeholders of e-commerce projects

Project Management and Reporting

- Preparation of project plans
- Monitor status and initiate corrective action when needed
- Perform status reporting, and plan amendments
- Define and track issues through resolution
- Skill in working with all levels of technical and management staff.
- Ability to get work done though others in a matrix organization
- Ability to deal successfully with large amounts of detailed data and information
- Be capable of giving attention to detail while still understanding and dealing with the global aspects of the project
- Objectively assess the appropriateness and accuracy of system plans
- Provide a concise assessment
- Make objective recommendations to the Project Manager, agency executives oversight agencies, and Vendors
- Establishing and maintaining a system of project records
- Gathering data needed to create project reports and documentation
- Use of various software tools to report project progress and document project results



Quality Assurance and Testing

- Provide quality assurance on a major project.
- Development and implementation of quality assurance measures for all aspects of project planning and execution.
- Development and execution of program and system test and acceptance processes.
- Assists project manager in monitoring business related activities
- Assists in resolution of key project issues
- Assists in monitoring and ensuring project scope is controlled
- Assists in identification of project risks, and risk mitigation strategies
- Assists in development of strategies for system development, verification, and implementation
- Ensures that application programs have been thoroughly tested

User Change Management

- Development and implementation of change management processes dealing with user needs and expectations
- Skill in working with all levels of management and line staff.
- Ability to get work done through others in a matrix organization
- Individuals must have skills and personal characteristics that enable them
- Be able to deal successfully with a large variety of management personnel and users
- Capability of giving attention to detail while still understanding and dealing with the global aspects of the project

ATTACHMENT A – Technical Proposal (Excerpts)

EDS – Prime Contractor

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Electronic Data Systems Corporation (EDS)
Address: 5400 Legacy Drive
City, State, ZIP Plano, TX 75024
Phone Number: 972 604 6000

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

See Attachment for Principle Officer Information.

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1962

(d) Employer Identification

Fed. I.D. 75-2548221
State of Michigan
Vendor ID Number (2) 75-2548221

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Tammy Loud
Address: 905 Southland
MS 489-010-014
City, State, ZIP Lansing, MI 48910
Phone: 517 272 6475
Fax: 517 272 5905
E-Mail tammy.loud@eds.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the

Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: If (a) or (b) apply, please attach vendor response as an appendix:

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

See Attachment for Contract Performance response.

3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as DIT request services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.

Place a check mark across from each county in which vendor is available to provide services that are being proposed:	
Available for all of the counties in Michigan	√
Alcona	
Alger	

Category 1: Data Warehouse
 Section III-B – Required Vendor Information Form
Attachment

(b) Principle Officers

Principle Officers	
Richard Brown Chairman of the Board and CEO 5400 Legacy Drive Plano, TX 75024 972 605 2100	Jim Daley Executive VP and Chief Financial Officer 5400 Legacy Drive Plano, TX 75024 972 605 6747
Paul Chiapparone Vice Chairman 5400 Legacy Drive Plano, TX 75024 972 605 8765	Tina Sivinski Senior Vice President, Leadership and Change Management 5400 Legacy Drive Plano, TX 75024 972 605 5145
Tony Affuso	Paulett Eberhart



Principle Officers	
President, PLM Solutions 5400 Legacy Drive Plano, TX 75024 972 797 2056	Corporate Sr. VP and President of Solutions Consulting 5400 Legacy Drive Plano, TX 75024 972 605 6300
Douglas Frederick Executive VP Operations Solution 5400 Legacy Drive Plano, TX 75024 972 797 4069	Dietmar Ostermann Chief Executive Officer, A.T. Kearney 5400 Legacy Drive Plano, TX 75024 972 543 7400

3. Contract Performance

EDS has not had any contract with a state and local government entity terminated for default in the last three (3) years.

Adecco – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Adecco
Address: 100 Redwood Shores Parkway
City, State, ZIP Redwood City, CA 94065
Phone Number: 415 610 1000

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Karl Steidl
Title: Sr.Vice President
Address: 83 Mill Plain Road
City, State, ZIP Danbury, CT 06811
Phone: 203 778 9790

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1996

(d) Employer Identification

Fed. I.D. 11-3573231
State of Michigan
Vendor ID Number 11-3573231

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Mary Beth Burke
Address: 246 Federal Road, #C31
City, State, ZIP Brookfield, CT 06804
Phone: 203 704 3690
Fax: 203 740 3699
E-Mail marybeth.burke@adecona.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years.



Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Category 1: Data Warehouse
Section III-B – Required Vendor Information Form
Analyst International Corporation – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Analyst International Corporation
Address: 3000 Town Center
City, State, ZIP Southfield, MI 48075
Phone Number: 810 353 7230

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Billy Warner
Title: Vice President
Address: 1020 Bay Pointe Crossings
City, State, ZIP Alpharetta, GA 30005
Phone: 770 521 9000

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1966

(d) Employer Identification

Fed. I.D. 41-0905408
State of Michigan
Vendor ID Number 41-0905408

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Mr. Steve Brass
Address: 3030 LBJ Freeway, Suite 820
City, State, ZIP Dallas, TX 75234
Phone: 972 243 2001
Fax: 972 243 7468
E-Mail sbrass@analyts.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Bravo Technical Resources, Inc. – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Bravo Technical Resources, Inc.
Address: 5550 LBJ Freeway, #1000
City, State, ZIP Dallas, TX 75244
Phone Number: 972 730 5621

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Ms. Valerie Freeman
Title: CEO
Address: 5550 LBJ Freeway, #1000
City, State, ZIP Dallas, TX 75244
Phone: 972 419 1635

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Sole Proprietorship, 1996

(d) Employer Identification

Fed. I.D. 75-2667126
State of Michigan
Vendor ID Number 75-2667126

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Linda Bechtold
Address: 4835 LBJ Freeway, Suite #1000
City, State, ZIP Dallas, TX 75244
Phone: 972 419 5621
Fax: 770 840 0280
E-Mail lbechtold@imprimis.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years.



Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Capstone Consulting Inc. – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Capstone Consulting Inc.
Address: 201 Spring Street
City, State, ZIP Saint Johns, MI 48879
Phone Number: 989 227-1570

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Ms. Susan Allen
Title: President
Address: 201 Spring Street
City, State, ZIP Saint Johns, MI 48879
Phone: 989 227 1570

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Michigan Corporation, 1989

(d) Employer Identification

Fed. I.D. 38-2878976
State of Michigan Vendor ID Number 38-2878976

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Susan Allen
Address: 201 Spring Street
City, State, ZIP Saint Johns, MI 48879
Phone: 989 227 1570
Fax: 989 227 2760
E-Mail susanallen@capstoneconsultinginc.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Category 1: Data Warehouse
Section III-B – Required Vendor Information Form
eclaro – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: eclaro
Address: 200 West 57th Street, Suite #1104
City, State, ZIP New York, NY 10019
Phone Number: 212 258 2626

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Tom Sheridan
Title: Vice President
Address: 200 West 57th Street, Suite #1104
City, State, ZIP New York, NY 10019
Phone: 212 258 2626, x. 328

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Sole Proprietorship, 1986

(d) Employer Identification

Fed. I.D. 13-4063899
State of Michigan
Vendor ID Number 13-4063899

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Mr. Jim Grogan
Address: 200 West 57th Street, Suite #1104
City, State, ZIP New York, NY 10019
Phone: 212 258 2626, x. 327
Fax: 212 258 2236
E-Mail jgrogan@eclaro.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

EDP Contract Services – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: EDP Contract Services
Address: 685 Market Street, Suite #420
City, State, ZIP San Francisco, CA 94144
Phone Number: 415 541 0990

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Steve Anatasi
Title: Vice President
Address: 54 Jaconnet Street
City, State, ZIP Newton, MA 02461
Phone: 617 527 2299

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1969

(d) Employer Identification

Fed. I.D. 04-3321419
State of Michigan
Vendor ID Number 04-3321419

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Valerie Arquilla
Address: 2115 Butterfield Road, Suite 101
City, State, ZIP Oakbrook, IL 60523
Phone: 630 620 7171
Fax: 630 620 6932
E-Mail varquilla@1tac.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

IntelliMark – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: IntelliMark
Address: 926 Schulte Road
City, State, ZIP St. Louis, MO 63146
Phone Number: 314 576 4616

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Steve Bova
Title: Chairman and CEO
Address: 2300 Cottondale Lane, Suite #250
City, State, ZIP Little Rock, AR 72202
Phone: 501 664 1100

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1986

(d) Employer Identification

Fed. I.D. 49-8686076
State of Michigan
Vendor ID Number 49-8686076

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Lori Margentina
Address: 350 North Wigett Lane, #250
City, State, ZIP Walnut Creek, CA 94598
Phone: 925 942 5406
Fax: 925 946 9247
E-Mail lmargentina@technisource.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Category 1: Data Warehouse
Section III-B – Required Vendor Information

Kelly Services Technical/Professional – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Kelly Services Technical/Professional
Address: 999 W. Big Beaver Road
City, State, ZIP Troy, MI 48084
Phone Number: 248 244 4365

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Jonathan Means
Title: Vice President
Address: 999 W. Big Beaver Road
City, State, ZIP Troy, MI 48084
Phone: 248 244 3823

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1995

(d) Employer Identification

Fed. I.D. 38-1510762
State of Michigan
Vendor ID Number 38-1510762

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Mr. John Healy
Address: 1 Copley Pkwy., Suite #110
City, State, ZIP Morrisville, NC 27560
Phone: 919 460 3120
Fax: 919 460 3121
E-Mail HEALYJW@kellyservices.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Professional Technical Development – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Professional Technical Development
Address: 3001 Coolidge Road
Suite 403
City, State, ZIP East Lansing, MI 48823
Phone Number: 517 333 9363

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Ms. Virginia Hilbert
Title: CEO/COB
Address: 3001 Coolidge Road
Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 333 9363

NAME: Mr. Karl Meier
Title: President/COO
Address: 3001 Coolidge Road
Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 333 9363

NAME: Mr. Douglas Hilbert
Title: Vice President, Business Development
Address: 3001 Coolidge Road
Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 33 -9363

NAME: Ms. Jennifer Hogan
Title: Vice President, Finance
Address: 3001 Coolidge Road
Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 333 9363

NAME: Mr. Douglas Wiesner
Title: Vice President, Information Technology Solutions
Address: 3001 Coolidge Road

Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 333 9363

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Professional Technical Development is a registered Michigan corporation established in 1978. It operates under its corporate name, as PTD Technology, as Tech-in-Time, and as Lansing Computer Institute (LCI).

(d) Employer Identification

Fed. I.D. 38-2222345
State of Michigan
Vendor ID Number 14277

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Mr. Karl Meier, President
Address: 3001 Coolidge Road, Suite 403
City, State, ZIP East Lansing, MI 48823
Phone: 517 333 9363
Fax: 517 332 3024
E-Mail karl_meier@ptd-lci.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: **If (a) or (b) apply, please attach vendor response as an appendix:**

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist



Category 1: Data Warehouse
Section III-B – Required Vendor Information

Sapphire Technologies, Inc. – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Sapphire Technologies, Inc.
Address: 60 Harvard Mill Square
City, State, ZIP Wakefield, MA 01880
Phone Number: 800 648 2469

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Ms. Susan Maslen
Title: Executive Vice President
Address: 70 W. Madison, Suite #1900
City, State, ZIP Chicago, IL 60602
Phone: 877 265 4627

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1997

(d) Employer Identification

Fed. I.D. 04-3342612
State of Michigan
Vendor ID Number 04-3342612

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms.Traci Izzo
Address: 70 W. Madison, Suite #1900
City, State, ZIP Chicago, IL 60602
Phone: 877-265-4627
Fax: 312-629-3636
E-Mail traci.izzo@sapphire.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of



performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Satyam Computer Services – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Satyam Computer Services
Address: 8500 Leesburg Pike, Suite #211
City, State, ZIP Vienna, VA 22182
Phone Number: 703 734 2112

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Neeraj Nityanand
Title: Senior Vice President
Address: 2906 Monet
City, State, ZIP Sugarland, TX 77479
Phone: 281 265 5572

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1987

(d) Employer Identification

Fed. I.D. 23-2708334
State of Michigan Vendor ID Number 23-2708334

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Mr. Thorn Bigley
Address: 4008 Holland Avenue, Suite D
City, State, ZIP Dallas, TX 75219
Phone: 214 520 9065
Fax: 214 520 9065
E-Mail thorn_bigley@satyam.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Youngsoft Inc. – Subcontractor to EDS

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: Youngsoft Inc.
Address: 28815 W 8 Mile Road, Suite 103
City, State, ZIP Livonia, MI 48152
Phone Number: 248 477 4553

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Rupesh K Srivastava
Title: President/CEO
Address: 28815 W 8 Mile Road, Suite 103
City, State, ZIP Livonia, MI 48152
Phone: 248 477 4553/888 470 4553

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Incorporated in January 1996 as Corporation in Michigan

(d) Employer Identification

Fed. I.D. 38-3274599
State of Michigan
Vendor ID Number VYOUNG 99

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Sandeep Upadhyaya
Address: 28815 W 8 Mile Road, Suite 103
City, State, ZIP Livonia, MI 48152
Phone: 248 477 4553/888 470 4553
Fax: 248 477 8393/877 477 8393
E-Mail Sandeepu@youngsoft.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the



Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Category 1: Data Warehouse

Section III-B – Required Vendor Information Form

Please provide following required vendor information. Failure respond to each requirement may disqualify the vendor from further participation in this RFP.

ZeroChaos, Inc.

1. Vendor Identifying Information

(a) Vendor Name and Address

Name, address of the principle place of business, and telephone number of legal entity for whom the contract is to be written.

Name: ZeroChaos, Inc.
Address: 111 W. Jefferson Street, Suite #100
City, State, ZIP Orlando, FL 32801
Phone Number: 407 447 3000

(b) Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Mr. Mark Lowery
Title: Chairman and CEO
Address: 111 W. Jefferson Street, Suite #100
City, State, ZIP Orlando, FL 32801
Phone: 407 447 3000

(c) Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Partnership, 1999

(d) Employer Identification

Fed. I.D. 59-3613428
State of Michigan
Vendor ID Number 59-3613428

(e) Vendor Contact

Name, title, address, email, phone and fax numbers for Vendor's RFP Contact.

Name: Ms. Margie Durham
Address: 111 W. Jefferson Street, Suite #100
City, State, ZIP Orlando, FL 32801
Phone: 407 447 3000
Fax: 407 447 3001
E-Mail Nwilliams@asapstaffingllc.com

Note: Person named above will be sole contact for your company to receive and award subsequent Work Requests.

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default. If no such terminations exist, the Vendor is to so declare.



Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: *If (a) or (b) apply, please attach vendor response as an appendix:*

- (a) Not litigated due to inaction on the part of the Vendor
- (b) Litigated and determined that the Vendor was in default
- (c) No such terminations exist

Category 1: Data Warehouse
Section III-C – Vendor Management Performance Form

EDS Introduction

EDS is pleased to offer this proposal to the State of Michigan Department of Information Technology (DIT), to support its effort in prequalifying vendors to provide high quality information technology services. It is EDS' goal, as one of the preselected vendors, to provide superior value in helping the DIT achieve its goals of delivering business solutions to the State, and to maximize its information technology investment.

EDS delivers a portfolio of services that will help the State of Michigan deliver timely, value-added, and cost-effective services to their customer agencies and citizens. With our resources, industry commitment, proven systems, stability, financial strength, competitive prices, and clearly stated vision for the future, we can meet the State's current and future IT service needs.

EDS employs more than 140,000 people in 60 countries – which includes more than 64,000 in the United States, more than 13,000 within Michigan, and more than 700 in Lansing. We are the largest IT employer in the State of Michigan. Our people are trained and highly skilled to provide the full range of IT services, including high-end management consulting, business process management, security, e-business consulting and implementation, application development and management, desktop and mobile services, network and internet services, project management, and product life cycle management. Because EDS can provide the full range of IT services, and because many projects require skill sets from various categories, EDS is submitting proposals to prequalify in all categories.

Included in the number of EDS people in Lansing is a team already dedicated to the State of Michigan. Members of the EDS State of Michigan team have seven years experience in supporting a Work Statement process similar to that defined in Tier 2. The team is disciplined in working strictly within the State's governance procedures, has been successful in delivering a wide range of services, and provides metrics and reports to allow the State to track and measure the work being performed. A dedicated local client delivery manager (CDM) will be assigned to manage the Tier 2 activities.

EDS is a public company traded on both the New York Stock Exchange (NYSE: EDS) and the London Stock Exchange. EDS has provided its most recent audited financial report in its *2001 EDS Annual Report*, and in Securities and Exchange Commission (SEC) Form 10-K for the fiscal year ended December 31, 2001. This documentation is presented in Attachment A, EDS 2001 Annual Report, of this proposal. EDS has demonstrated sustained financial stability since its founding in 1962. In addition, EDS has carefully selected partners for the EDS team who demonstrate strength and leadership in the IT industry, have a track record of success in supporting the State, and have demonstrated financial stability. The Vendor Management Performance information for these subcontractors can be found immediately following this document.

In addition to our abilities, capacities, and skills, EDS has a proven commitment throughout the entire State of Michigan. Notably, on September 13, 2002, EDS was named the 2002 "Technology Company of the Year" by Automation Alley – an alliance of private businesses, educational institutions, and government entities in Oakland County, Michigan. This was in recognition of EDS' leadership in the information technology (IT) market, and in our commitment to our clients. EDS and its team of partners look forward to providing this type of leadership and commitment when delivering high value solutions to the State.

The following information is specific to prequalification in Category 1, Data Warehouse.

Data Warehouse Services Overview

EDS is pleased to present this proposal outlining our data warehouse services. EDS has 15 years of experience building, managing, fine-tuning, and hosting custom data warehouses and overall business intelligence solutions. The EDS experience includes all phases of data warehousing, such as conducting needs assessments, creating requirements analyses, developing feasibility studies, justifying cost-benefit analysis, coordinating stakeholders, developing project management and reporting, conducting quality assurance and testing, implementing user change management, and transforming business processes. Our range of services places EDS' best data warehousing professionals to work for the State's organization.



Whether the State desires to contract out an entire data warehouse application/project to a vendor, or desires to simply supplement an existing team of data warehousing professionals, EDS has the knowledge, expertise, and experience to be a valuable partner to the State.

In this section, we describe our abilities, capacity, and skills in providing data warehouse services to the State of Michigan.

1. Ability, Capacity and Skills

Ability

EDS has a vast amount of experience in data warehousing, data mart development, data mining, overall business intelligence solutions, and knowledge management. EDS project managers, data warehouse experts, developers, system analysts, and data warehouse administrators come with a wide variety of experience and knowledge – as evidenced by the resumes and success stories accompanying this proposal. This experience includes the following:

- **Data Warehouse Strategy & Business Transformation Services** – These services include the business strategies that are often needed to take advantage of the data warehouse information. Several EDS clients have transformed their organizations as a direct result of their data warehouse. EDS has the experience to work through the various organizational issues that frequently occur when an enterprisewide data warehouse is created. These services focus on the strategic intent of the data warehouses and the strategic impact on the organization. In addition, these services typically provide input for needs assessments, feasibility studies, cost-benefit analyses, and stakeholder coordination. Attachment B includes an EDS White Paper that describes business transformation strategies as a result of active data warehousing.
- **Data Warehouse Assessment Services** – These services evaluate the client organization in terms of business requirements, systems, and processes utilized to capture and manage business information to provide the client with an implementation plan that improves their operational efficiencies. These services focus on the tactical business issues that need to be addressed as a result of the data warehouse. Data warehouse assessment services include needs assessments, requirement analyses, feasibility studies, cost-benefit analyses, and the coordination of stakeholders.
- **Data Warehouse Implementation Services** – These services focus on the actual implementation of the data warehouse, including all applications and processes so that a client can properly capture, organize, and use their business information. These services focus on providing the expert data warehousing team to create a data warehouse. Data warehouse implementation services include project management and reporting, quality assurance and testing, and user change management.
- **Data Warehousing Implementation Services (“Data Warehouse on Demand”)** – This unique service is a leased (ASP-hosted) solution that allows a client to outsource the infrastructure and management of a data warehouse. This service reduces the costs and risks of data warehousing by minimizing up-front capital costs, and allows for a more rapid physical data warehouse development and implementation. The EDS experience had shown many clients initially build their data warehouse using this solution in order to achieve key business results. The Data Warehouse on Demand service uses best-in-class technology, so there is nothing lost if/when a client decides to move into a traditional data warehouse environment.
- **Data Warehouse Application Services Provisioning** – These services provide the total outsourced hosting of the data warehouse infrastructure.
- **Data Analytical Services** – These services provide the actual analysis, management, and business coaching of the client’s information. These services focus on helping clients take advantage of the information from a data warehouse to create business change.

- **Data Warehouse Business Transformation Outsourcing Services** – These services provide the total business transformation process outsourcing as a result of a data warehouse. EDS has experience working with clients to better utilize data warehouse information to directly improve the operational performance of specific business processes – such as fraud and abuse detection, customer contact center processes, customer information gathering, internal financial review and analysis, and human resource management.

Regardless of the data warehouse technical platform or architecture, all data warehouse projects share a common objective – to address a business need. EDS knows and understands this, and as such, verifies that senior data warehouse people are involved in the up-front needs assessment, requirements analysis, feasibility studies, and cost-benefit analysis. Understanding the data warehousing need, getting the true requirements, and putting it into a “business context” is critical to “selling” the solution to executive levels, and ultimately, verifying that the project/solution is not only successful but that it’s *perceived* as successful.

We also have extensive experience in performing the actual development and maintenance of data warehouses – from designing modules, to coding and unit testing modules, to writing technical specifications, to quality assurance and testing, to user change management, to database design and development, and to writing end-user documentation. We have personnel very adept at performing quality assurance and testing to verify that the data warehouse meets the acceptance criteria of the end user while enforcing relevant process standards during the development process.

Our abilities also include project management and reporting for data warehousing projects, including the day-to-day schedule, risk, and communications management. Developing and maintaining a positive relationship with key stakeholders and end users is essential in controlling scope. We recognize this at EDS, and give great care to assigning people to these types of roles.

Each data warehouse area discussed above requires different skills, knowledge, and training. Each has had many books and articles written just on its given data warehouse subject matter, and each could be its own “career path”, if you will. At EDS, we recognize this, and have gone to great efforts to verify that the skill sets of our individuals fit with the role to which they are assigned. When partnering with EDS, you can be assured that “the right person for the right job” will be first and foremost in providing service.

Database Development Experience

EDS has more than 40 years of experience creating, designing, building, loading, and maintaining all types of databases for all types of environments and applications; this includes both operational and analytical databases. EDS has experience with all of the major database providers, and also has experience providing those databases in support of every major application technology, in every potential environment, on a global basis. The proven EDS database development credentials include the following:

- EDS’ data warehouse database experience includes Teradata, DB2, UDB, Oracle, Access, Informix, Sybase, and SQL Server.
- EDS is one of the largest users of Oracle and IBM database solutions in the world.
- EDS has experience designing the logical and physical database, as well as the applicable database maintenance procedures – including backup and recovery requirements, security requirements, and space requirements.
- EDS has experience in analyzing and performance-tuning interactive data warehouse DMBS systems.
- EDS has resolved data warehouse DBMS and cross-product interface problems.
- EDS has experience in implementing the Active Data Warehousing concept.



- EDS provides the On-demand Liquid Storage solution with security, scalability, and availability. These state-of-the-art services dynamically adapt to a client's ever-changing information needs, thus allowing information to work for the client rather than the client working for the information.
- EDS has experience with all methods of backup and recovery of data warehouse DBMS system files and table spaces.
- EDS has 40 years of application and technical expertise that goes beyond simple hosting to deliver enterprise-class database applications – along with expert database maintenance, monitoring, customer service, and help desk support – from secure data centers worldwide.
- EDS provides flexible, comprehensive database management of Web sites globally. These services verify site security and reliability, thus guaranteeing up to 99.99 percent service availability.
- EDS has experience in initializing configuration, testing, and installing the data warehouse DBMS environment. This also includes creating, maintaining, and executing data warehouse DBMS start-up and shutdown scripts and processes.
- EDS has experience in maintaining the connection between the data warehouse application and DBMS.
- EDS performs DBMS disk configuration and maintenance, supervises installation and testing of DMBS software, verifies data integrity, detects missing data, performs late transaction reporting, and provides untimely error correction services.
- EDS has experience monitoring the database listener for up/down, monitoring the DBMS archive log destination, monitoring database space allocations, monitoring the alert log to scan for potential problems, and making recommended changes based on the analysis of the monitoring efforts.
- The EDS data warehouse database experience includes performing database upgrades and patches, performance tuning, database repairing, and data warehouse DBMS consulting. This also includes analyzing data warehouse DMBS requirements, and making recommendations to meet client requirements.
- EDS performs all activities associated with database and ETL conversion projects.
- EDS has experience performing data warehouse database recovery and repair.
- EDS participates in all major database user groups, strategic boards, and committees.
- EDS serves as a beta test site for all major database providers.

Data Warehouse Experience

EDS gained much data warehouse experience by working with numerous government organizations and Global 2,000 companies. Those experiences can be divided into two basic components: data warehouse assessments, and data warehouse implementations. EDS has years of experience helping clients design and then implement data warehouses.

Data Warehouse Assessments

EDS has experience with four types of data warehouse assessments.

Data Warehouse Needs and Readiness Assessment

The EDS experience has shown that the first step to a successful data warehouse solution is the assessment of the project's organizational readiness. This type of assessment helps the organization assess their readiness for a data warehouse solution by examining the following key factors:



- Strong business management sponsor
- Executive communication
- Compelling business motivation
- Partnership between business and IT
- Organization readiness
- Requirements for organization communication
- Identification of all business requirements
- Current culture value's fact-based decision making
- Review of all emerging data warehouse technology trends
- Feasibility to support a data warehouse environment – organization, data, infrastructure
- Expectations of the data warehouse

Data Warehouse Strategic Assessment

The EDS experience has shown that the second step is to verify that the clients' data warehouse initiatives have a clear link to their business direction and goals. Disconnects between data warehouse initiatives and business direction represent risks to project success.

The goal of this assessment is a strategic alignment of business focus, direction, and resources for the data warehouse. This is accomplished through a high-level analysis of business requirements as well as prioritization of those requirements using structured techniques, professional discipline, and analytical software tools. The following factors are examined during the Data Warehouse Strategic Assessment:

- Key strategic business initiatives
- Key performance indicators and success metrics for each strategic initiative
- Core business processes that the client must impact
- An analysis of new technology projects and impacts
- Overall organizational requirements – at multiple levels if necessary
- The potential impact on performance metrics with improved information
- Business requirements gathering, prioritization, and consensus-building, accomplished through facilitated sessions among representatives from key client groups
- An action plan for improving client readiness for a data warehouse endeavor
- An assessment of current decision-making processes and systems
- An assessment of client culture
- An assessment of E-Commerce/E-Business initiatives and business plans
- An assessment of the client's budget cycle and accounting methods
- The Identification of barriers to the successful implementation of data warehouse initiatives
- A conceptual architecture
- Behavioral/process modification required to achieve success

The result is a summary document and proposal that describes the high-level business issues and identifies a focused area for the initial data warehouse projects. The document identifies opportunities for subsequent expansion of the data warehouse solution through additional phases of development, as well as targeted business process changes.

Data Warehouse Value Audit Assessment

The EDS experience has shown that an optional assessment is often required when a data warehouse already exists. The Data Warehouse Value Audit Assessment examines the following questions for organizations that have existing data warehouse solutions:

- Did the data warehouse solution deliver the business value that was expected when the project started?
- Have the data warehouse solution needs changed since the solution was originally implemented?
- How can the organization achieve greater business value or leverage across the organization through this investment?

- What are the limitations of the data warehouse? (This is focused on both the technical and the business organizational limitations.)
- What lessons were learned during the previous data warehouse development, both positive and negative?

Data Warehouse Analysis & Planning Assessments

EDS experience has shown that this is the final step in data warehouse planning, and analysis and planning serve as the cornerstone for a successful data warehouse endeavor. Prerequisites for this phase include a positive outcome on the data warehouse Needs and Readiness Assessment, and a data warehouse strategy fully aligned with the business goals and direction. This highly visible phase of a data warehouse project is fully dependent on business requirements, and includes business justification for the overall project.

This assessment phase focuses on resource and skill-level requirements, project task assignments, duration, and sequencing. The result is an integrated project plan that identifies all tasks associated with the data warehouse project, all parties involved, and all anticipated costs. Some of the deliverables from this assessment include the following:

- A cost-benefit analysis including the tangible as well as the intangible costs and benefits
- The comparison of both in-house / in-source and outsource options; this also includes the analysis of both leased and purchased outsourcing alternatives
- Finalization of all cost-benefit analyses
- Preparation of all final project plans and commitments
- Final identification of all required skills
- Establishment of issue resolution procedures
- Finalization of all key stakeholders and key project leaders
- Finalization of status reporting procedures to be used during the implementation phase
- Finalization of all quality assurance and testing plans
- Finalization of all user change management plans

EDS Data Warehouse Implementations

The EDS data warehouse experience has shown that there are two components of a data warehouse implementation project: architecture and design, and the implementation of the data warehouse solution.

Data Warehouse Architecture & Design

This implementation component provides the design for the data warehouse solution, based on the detailed business requirements gathered during the prior assessment phases. It provides an architectural model for the “back room”, where data is acquired, transformed, cleansed, and loaded into the warehouse (data acquisition). It also provides an architectural model for the “front room”, where users interact with the data to solve business problems and meet business objectives (data access). Outputs from this implementation component include the following:

- Final logical and physical data model designs
- Final technology recommendations
- Final implementation plans, time lines, and commitments
- Final implementation staffing requirements
- Final recommendation for in-sourcing vs. outsourcing
- Final costing numbers and final cost-benefit analysis
- Final data extraction plans
- Final meta data procedures and plans
- Final data mart design
- Final architectural trade-offs for future performance issues and expectations
- Final data mining processes, data needs, and related procedures

Data Warehouse Implementation

EDS has experience with several types of data warehouse implementations:

Data Warehousing on Demand

- EDS knows that maintaining a data warehouse solution on a 24x7 schedule requires specialized technical and management skills in addition to appropriate hardware/software. For organizations that choose to forego this cost and responsibility, EDS has experience with complete turnkey data warehouse services for these organizations. EDS has people experienced in both traditional data warehousing and Data Warehouse on Demand solutions.
- This type of data warehouse implementation includes ongoing operation and management (including monitoring) of the data warehouse environment (including the database and all associated platforms and tools). An optional component of this implementation provides a complete data warehouse platform solution in a service bureau environment.
- As stated previously, this type of data warehouse implementation lowers the risks, costs, and time to build a data warehouse through a leased option. Organizations that want to develop a live environment to test the effectiveness of a data warehouse for a specific business problem domain find this type of implementation extremely attractive. EDS has people experienced with this new type of data warehouse implementation.

Data Warehouse OLAP Reporting

- Once the data warehouse environment is constructed and operational, it is ready to deliver value from the wealth of information housed. Online Application Processing (OLAP) Reporting is the tool used for extracting information from the data stored in the data warehouse.
- The EDS experience includes report development, training, train-the-trainer training, event-driven reporting, executive dashboards and cockpits, auto-report distribution, and other reporting capabilities.

Data Mining & Decision Support

- OLAP Reporting is used to create reports that answer known questions, whereas data mining is used when the questions are not known. Specifically, it is used to explore the data, discover patterns, cluster data, classify the clusters, and predict the business direction.
- The EDS experience for this data warehouse implementation component includes report development, training, train-the-trainer training, event-driven reporting, data preparation, auto-report distribution, and other reporting capabilities.

Analytical CRM

- To maximize the value of customer relationships, EDS has experience using data warehouses to perform the following tasks:
 - Profile customers
 - Determine interaction preferences
 - Identify cross-/up-sell opportunities
 - Select product offerings
 - Segment customer base
 - Determine which customers are most likely to respond
 - Target customers for the campaign
 - Generate the campaign
 - Integrate the campaign into the CRM system



- Measure the effectiveness of the campaign
- This process of performing the above tasks is called Analytical CRM. It is impossible to effectively perform Analytical CRM without a robust data warehouse environment.
- This type of data warehouse implementation includes campaign needs assessment, Analytical CRM tool selection and installation, integration with operational CRM systems, training, campaign development, and effectiveness analysis.
- This type of data warehouse implementation is frequently used to enhance – and in some cases correct – problems with Siebel and other CRM contact center implementations. What most organizations have realized is that contact centers need a robust analytical component to measure the effectiveness of the contact center. A data warehouse is at the center of Analytical CRM, and EDS has proven experience linking these two functions.

Capacity

EDS currently employs more than 1,500 data warehousing professionals skilled to evaluate, design, build, implement, integrate, test, and convert data warehouse environments. EDS also has access to an additional 2,000 data warehousing professionals through partnerships and off-shoring options. Attachment C is the EDS market-facing brochure for Business Intelligence and Data Warehousing.

- EDS currently provides data warehousing solutions to more 120 clients worldwide
- EDS currently manages more than 160 terabytes of warehoused data
- EDS currently manages more than 130 terabytes of NCR Teradata warehoused data
- EDS currently provides data warehouses services in 15 industries, and in 21 countries
- EDS has built and delivered a data warehouse solution using all of the market-leading data warehouse tools and databases
- EDS has an existing data warehouse solution center in Flint, Michigan, with experience servicing clients within the State of Michigan

Skills

EDS data warehouse application development skills include the following: NCR Teradata, SAS, DB2/UDB, Cognos, Business Objects, Informix, Informatica, Microstrategy, Oracle, Acta, Microsoft SQL, Sybase, Brio Technologies, SAP BW, ETI, Ascential, SeeBeyond, NCR Teraminer, and HNC.

EDS Analytical CRM skills include the following: Siebel (EDS is a preferred partner), Avaya, Cisco, Serviceware, PeopleSoft, Clarify, NCR (EDS is a business partner) and E.Piphany.

2. Staff/Personnel Qualifications and Capabilities

EDS is committed to verifying that the State of Michigan consistently receives the widest selection, best qualified, and professionally trained staff available. A predominant EDS strength is our ability to staff excellent resources quickly while verifying the integrity of a good skill match. There are three components that verify that EDS has the number of qualified people needed to meet the State’s needs: workforce planning, recruiting and selection, and employee development and retention.

Workforce planning is the process that enables EDS leaders to effectively forecast, plan, identify, and deploy a workforce that supports the work plans and objectives of EDS and its clients. At best, it is difficult to “predict” future staffing needs with certainty, or define actions to be taken to eliminate problems that may not occur in the future. Because of this, the EDS workforce planning process is a nontraditional approach that considers a staffing strategy as a long-term context within which more effective near-term staffing decisions can be made. The EDS approach addresses staffing from a proactive, planning perspective – not just an implementation concern.

The EDS workforce planning process steps include the following:



- Defining the number (staffing levels) and types (capabilities) of employees needed to implement business strategies/plans at a particular point in the future. This may include how that staff should be organized and deployed.
- Identifying the staffing resources that are currently available.
- Projecting the “supply” of talent that will be available at that point in the future for which requirements have been defined, as well as factoring in the effects of turnover, retirements, and planned movement.
- Identifying gaps/surpluses between forecasted demand and forecasted supply.
- Developing and implementing the needed staffing plans/actions to close talent gaps and eliminate surpluses.

EDS' primary recruiting goal is to select and hire the brightest and best candidates available throughout the IT industry. Resource management professionals assist EDS leaders in identifying both internal and external resources with the skills necessary to meet our clients' business and technical challenges.

The resource management professionals have available formal tools and processes to assist in professional, technical, and campus hiring.

Since 1968, EDS has pursued recruitment efforts on campuses nationwide. Today, we have established a strong campus recruiting program, with relationships at numerous schools and universities nationwide. EDS also sponsors and participates in selected career fairs as a means to identify candidates already in the workforce. Another component of recruiting is the EDS' employee referral program. There exists a belief within EDS that our people know what it takes to be successful, and can be a valuable resource in identifying great candidates. Through this program, employees have the opportunity to win monthly prizes if a referred candidate is hired.

A critical element in the recruiting process is selection, which is the process of locating and matching a person's behaviors, skills, accomplishments, and career goals with the requirements, demands, and expectations of the position. Our ability to match the person to the assignment is important in maintaining a successful assignment for both the State of Michigan and the employee.

The effectiveness of this recruiting process will be enhanced for the State because of the strategic alliances and partnerships with EDS' subcontractors. As the prime contractor, EDS is partnering with both industry experts and vendors knowledgeable with existing State systems and standards. Automated tools and processes exist to facilitate the recruiting effort and verify that resources are quickly identified and qualified. One of these tools, USeTemp, is the first contract labor management system design to optimize the enterprise wide use of multiple third-party labor resources. The system effectively coordinates the management of all significant events in the life cycle of temporary employment, including requirements identification, resume submittal and review, hiring, timecard submittal and approval, and billing.

When the recruiting process involves identifying qualified internal people, EDS leaders and employees have a number of resources available to assist in matching skills and capabilities with the State's needs. An internal resource management support team assists managers and employees with internal placement, thereby increasing employee retention, enhancing professional growth, and maximizing training investments. A Web-based tool that allows EDS employees to access posted positions within EDS is E*TIPS (Empowered by The Internal Posting System). E*TIPS is available to all employees who have access to EDS*WEB. The internal posting system is a tool designed to assist managers and their employees with career planning and development activities.

One very effective tool used within EDS is the People Profile Library, which is designed to provide EDS with the ability to assess our overall human resource capacity, accurately portray our depth of intellectual capital, identify resources to support business opportunities, optimally deploy our existing workforce, reduce outside labor costs, and create an environment where our people can find opportunities for growth within EDS. It consists of two user-friendly, Web-based applications – Profile Builder and Profile Finder – as well as a



centralized database. Profile Builder enables EDS employees to enter information about their own skills and work capabilities in order to showcase their talents and identify themselves to managers who support business opportunities. Profile Finder is designed to help leaders find specific talent, skill sets, and resources from within EDS.

Another element in EDS' ability to provide qualified resources for the State is the partnering relationships that have already contributed to many successful State projects. Our integrated team features EDS as the prime contractor and one of the most reliable, experienced, and dedicated partners within the State of Michigan. EDS also provides access to resources from many best-in-class alliance partners who can provide subject matter experts in their specific products. Our team includes providers who are already serving the State of Michigan, bringing current knowledge of the State's government and business environment, as well key relationships that will help accomplish the goals of the State.

Regardless of the recruiting source, all candidates undergo strict drug screening and background investigations prior to being recruited as an EDS employee. In addition, to foster project continuity and minimize turnover, EDS' corporate human resource approaches verify high levels of retention through the provision of extensive training opportunities, an emphasis on career development, and a very competitive benefits package for all EDS employees.

Employee development is the third major component that enables EDS to have the number of qualified people required to meet the State's needs. Continuous employee development is critical to verifying that our workforce is ready to meet the challenges of rapidly changing technologies and operational innovations. In order to maintain the best people and IT services available, EDS has a set of world-class tools and processes in place to facilitate this process.

The cornerstone of EDS employee development is our individual career development process. This EDS process is iterative and, with the assistance of their leaders, moves employees through the stages of self-assessment, identifying performance improvement solutions, taking action on career development goals, and moving back through assessment. The career planning process results in each employee developing an Individual Development Plan (IDP), which provides employees with a structured approach to grow and change within EDS' dynamic organization, and also moves EDS employees toward a new vision of career self-reliance. The career planning process provides an approach that does not stop with employees' current jobs. It defines how employees can prepare for increasingly challenging work assignments beyond their current position.

To verify that employees have the depth of skills necessary to meet the challenges of today's business and technical environments, EDS has made available focused development programs. These programs provide formal training in leadership, professional and technical development, project management, and sales. Some of the technical development programs include the following: A+ Computer Technician, Cisco Internetworking, Application Development, Microsoft Certified Systems Developer, Methods, Object-Oriented Analysis & Design, Oracle Databases, and Sun Network Systems.

One of the primary tools that EDS uses to help employees reach their potential and develop their skills is EDS University. EDS University is a virtual environment that empowers EDS employees by providing 24x7 access to learning centers and Web-based training at the desktop. EDS University also offers classroom-style training and development programs for areas that do not fit into Web-based media. EDS University supports EDS by aligning competency-based programs to business needs, and delivers the right solution in the right place, at the right time – the power of digital learning.

The EDS University virtual campus has approximately 7,000 courses globally available through the EDS University Learning Catalog desktop, with curriculum maps to support 83 job families. Additionally, EDS University offers a Collaboration Center with virtual communities and a best-practices repository; assistance with customized training needs; a library that houses reference materials and publications; and a Career Guidance Center that adds value with career paths, self-assessments, and career planning and development.

Another element in verifying that we have personnel qualified and capable to deliver IT services is the EDS Certification Program. In 2001, the EDS Certification Program was established to help employees acquire certifications required by EDS' business. EDS promotes technical vendor certifications that are issued by the product owners, rather than vendor-neutral certifications developed or delivered by third-party providers. EDS



University manages the program, provides preparatory training, and pays examination fees for authorized business-based certifications. EDS currently offers certification programs for the following vendors' products: Cisco, Microsoft, IBM, Oracle, Sun, PMI, and SAP. Additional certifications, such as security professionals, are available to employees based upon specific client or business needs.

EDS has also implemented an Employee Tuition Assistance Program, which provides eligible employees with financial assistance for tuition-related expenses during their pursuit of job-related education for both undergraduate and graduate degree programs. This EDS program serves as an attraction, development, and retention incentive.

An important component to verifying that our employees are developing and delivering high quality services is the Performance Management Process (PMP). The EDS PMP is the process of planning, reviewing, valuing, rewarding, and improving the way in which teams and individuals contribute and impact EDS' and its clients' business. By enhancing our management processes and tools, and by focusing on continual performance improvement, we increase our delivery of value-added solutions to our clients. The PMP is designed to be an ongoing model for enhancing performance success. Employees receive continuous feedback from the leader on their performance, and have the opportunity to use the PMP assessment results in creating their Individual Development Plan (IDP) to improve their current job performance and prepare for career advancement.

Retention is a continuous process at EDS. Because our people are our most valuable asset, we have in place several initiatives focused on retaining our top performers. These initiatives include the following:

- **Development Programs** – As presented above.
- **Performance Appraisal** – EDS' performance management process describe above.
- **Pay for Performance** – This is the belief that people should be rewarded based on individual and team contributions that add value to our clients' business. This philosophy reflects our commitment to contribution-based pay, and also represents a significant growth opportunity for each person who works here. EDS bases rewards on performance, creativity, and contribution.
- **Strong Employee Recognition Programs** – EDS understands the importance of communicating to employees our appreciation for a job well done. Besides formally honoring employees who have reached service anniversary milestones, we regularly reward outstanding performers with cash bonuses, recognition gifts, special activities, and a variety of other items, such as tickets to sporting and entertainment events. At EDS, our philosophy is to know people as individuals and to reward them in ways that are most meaningful to them.
- **Employee Survey** – Annually, EDS offers an anonymous, Web-based, cumulative employee survey. The employee survey captures the attitudes and perceptions of EDS employees concerning key issues, such as opportunities, leadership, recognition, compensation, their organization and work teams, and EDS overall. The results of past employee surveys have served as a catalyst for many companywide changes.

3. Managing and Delivering Quality Projects

EDS believes that proper management of system developments and implementations are critical to the success of bringing any system into production on time and within budget. In support of this critical goal, our people are trained in EDS' specific methodologies for project management and systems life cycle – both of which represent a structured, proven, solution development process consistent with State standards.

EDS' Project Management Methodology, Version 2 (PM2[®]) is a repeatable process based on Software Engineering Institute (SEI) practices and Project Management Institute (PMI) fundamentals. PM2[®] is designed to institutionalize project management practices. It is a defined, systematic methodology for planning, directing, monitoring, adjusting, and controlling a series of interrelated project activities through its four phases: start-up, planning, execution, and close-down. EDS' extensive project management experience has shown



that our PM2[®] methodology and the State's Project Management Methodology (PMM) processes are extremely similar, based on the fact that the foundation for each is the Project Management Body of Knowledge (PMBOK). As EDS has worked with the State on projects, we have discovered subtle differences between the models, but we have been able to modify any documentation to meet State standards. Use of a standard methodology will help EDS and the DIT achieve defined objectives that account for constraints on budget, time, resources, and technology. Additional information on PM2[®] is provided in Attachment D.

EDS utilizes Systems Life Cycle, Version 3 (SLC 3) as our systems engineering methodology. SLC 3 supports successful project completion by facilitating teamwork, active client participation, engineering discipline, flexibility, and rapid delivery. The EDS SLC 3 is compatible with the State's standard Systems Development Life Cycle (SDLC). This methodology drives the creation of a work breakdown structure that is managed through PM2[®] or PMM. Additional information on SLC 3 is provided in Attachment E.

Together, the similarities between the PM2[®] and PMM, and the SLC 3 to SDLC methodologies will open communications between EDS and the DIT with respect to understanding needs, documenting requirements, and managing the scope of all activities.

As an example of EDS' commitment to managing and delivering quality projects, the EDS Lansing Solution Centre has attained a Software Engineering Institute Capability Maturity Model (SEI-CMM) Level 3 certification. The benefit of this certification to the State of Michigan is that systems will be designed, developed, and documented in strict accordance with the SEI-CMM guidelines. The result is a system that is consistently implemented in accordance with State requirements, regardless of what the specifications may entail.

Project Reporting

Project reporting will be a specific requirement at each contract level. For example, in a Tier 2 Work Statement award, the project manager/task lead will provide regular status reports. They may also identify and report any variances on the following: cost, schedule performance, milestone deliveries, quality concerns, issues and risks, mitigation plans, and estimated costs-to-completion.

Project reporting uses multiple vehicles to convey valuable messages. Typical communication items include meetings, meeting minutes, performance and status reports, Notices of Decision (NODs), issues, risks, benefit updates, lessons learned, and success stories.

For larger projects, EDS' formal project reporting mechanism is managed as a part of the Communication Management component of the PM2[®] methodology. If this more formal project reporting mechanism is deployed, the deliverables include a communication strategy, a communication plan, and communication items.

The communication strategy for project reporting will be developed jointly by the State and the EDS team. It will address the form, content, and schedule for all formal communications and project reports, as well as describe how issues are to be communicated – to whom and when. The communication plan will document the protocol for conducting effective communication with the affected program stakeholders.

Change Management Procedures

During any project, changes are bound to occur. As a result, EDS has a standard Change Request Process that provides a means to document, review, and approve all requested changes that affect baselined work products. Examples of changes include modifications to scope, run-time improvements, and the elimination of product defects. This process is used to initiate changes to the configuration items (CIs) in the current baseline; for example, requirements documents, design documents, project schedules, and software source code. The Change Request Process may also be used to initiate changes to other work products and services.

Templates are used to document change requests, evaluate the impact of the change, communicate the change, and monitor the status of the change. This process is managed by a subset of the project team that forms the Change Control Board (CCB).

The DIT will participate in this process as being the final approver of all change evaluations.



Program Management Office/Project health checks.

EDS will use its Program Management Office (PMO), located in Lansing, to provide project governance, oversight, control, and support through the application of standard project management disciplines. The PMO sets and enforces the use of consistent project management standards and processes by developing a consistent set of templates and tools used by its project managers. The overall status on all active projects is monitored, reviewed, and analyzed by the PMO using these tools and processes. By using this governance process, the PMO verifies effective communication, establishes an enterprise standard for project management, and minimizes the effect of project failures.

The PMO engages early in the ITB process by participating in EDS' Financial and Technical Solution Reviews. These reviews are conducted for the purpose of validating that deliverables, schedules, and risks are consistent with established solution criteria, as requested in the ITB. Once EDS receives a signed contract/Purchase Order, the PMO is authorized to begin governance and support of the project. The PMO monitors assigned resource utilization as compared to forecasts by tracking a project's financial, resource, and performance measurements, and by providing a color-coded dashboard of the project's overall monthly status.

A project's "Performance to Schedule" and "Performance to Deliverable" is monitored by monthly project status reports. Projects identified as having serious or critical schedule issues are coded yellow or red, respectively, and are subject to weekly internal EDS/vendor partner review meetings to identify the root cause of the issue, and to evaluate the project manager's action plan for correcting the project's performance problem.

The PMO periodically performs quality assurance audits – project health checks – during the project life cycle, based on the duration and complexity of the project. Health checks are used to determine if the project manager is complying with the Project Management Institute's (PMI) nine project management knowledge areas, as well as identifying possible weaknesses that may impact the success of the project.

The PMO analyzes all active project status and overall project management trends in a dashboard style chart, which is reported to EDS leadership and the State on a monthly basis.

Service Excellence Dashboard

As an added benefit, EDS will use its Service Excellence Dashboard to provide the State of Michigan with insight into EDS' performance on the contract. The Service Excellence Dashboard is an online tool that provides the State of Michigan with a way to visualize, assess, and respond to forces affecting performance on the contract. EDS' corporate leadership also uses the dashboard to monitor program performance. Industry consultants at Gartner cited the EDS Service Excellence Dashboard as a best practice, and The Meta Group reported that the dashboard provides "a customer awareness system that leads the industry." The dashboard will be used to monitor performance on the DIT program, with DIT managers granted online access to the dashboard. Additional information on the dashboard is provided in Attachment F.

4. Project Team Structure, Internal Controls and Communications

Project Team Structure

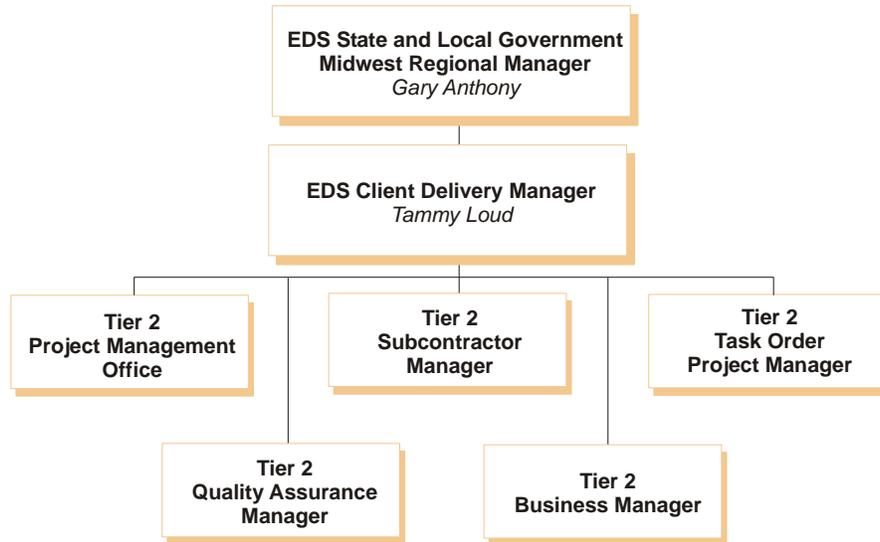
As a prime contractor, EDS brings the capabilities of an experienced, large, world-class IT vendor to the State of Michigan contract. One of the most unique and advantageous assets that EDS bring as a vendor is a vast array of corporate resources in place to support the State. In addition, EDS is already staffed and prepared with trained individuals in Lansing who have experience – through the State's EUCN contract – in following the Work Statement Process used in Tier 2. Our seven years of experience will provide a unique understanding of the effort level needed to responding quickly to Work Statements, and to provide clear and consistent proposals with the right solutions.

The State of Michigan contract will be supported by the highly qualified team from our U.S. Government Solutions operating unit. This government-focused team is comprised of many of the best people that EDS has to offer. They represent IT industry experience, corporate breadth, industry – government – depth, and technical insight and depth into each of the defined task areas. The EDS team is a flexible, reliable, and client-focused team, ready to assist the State in its mission of providing superior IT services to State agency users, and ultimately, to the citizens of Michigan. This operating unit is headquartered in Herndon, Virginia, and supports a wide array of federal, state, and local government agencies. The local EDS office, in Lansing, Michigan, will be responsible for the management and performance of this contract. This team is already



involved in the support of three existing State contracts, and is very familiar with the State's organization, business, and technologies.

EDS' organizational structure for the DIT Professional Services Ordering contract will consist of individuals responsible for managing the Tier 1 award (the program) and all Tier 2 awards (SOWs and projects). The following graphic illustrates EDS' envisioned project team structure for the DIT projects.



The EDS team's organization maximizes EDS' ability to meet contract-level management and individual SOW delivery needs. All project managers/task leaders will report to the EDS Midwest Regional Manager, Gary Anthony. This executive-level accountability will verify responsiveness, ultimate control over the EDS team's performance, and a consistent focus on key relationships with the State. The regional manager has corporate authority to execute and direct performance accountability for overall client satisfaction with the EDS team.

The EDS Team's organizational structure presents a streamlined approach that maximizes the team's ability to meet contract-level management and individual project delivery needs. These critical functions report directly to our proposed Client Delivery Manager (CDM), Tammy Loud, to verify responsiveness, control over the EDS team's performance, and consistent focus for the team. Ms. Loud has authority to execute – and is directly accountable to – the regional manager for maintain client satisfaction with EDS team services. The CDM receives the solid backing of our Midwest Regional Manager, Gary Anthony, to verify the availability of corporate resources.

Tammy Loud brings more than 18 years of information technology and leadership experience with EDS into this CDM role. She has served in a variety of leadership roles, including account manager, project manager, change manager, and account executive. Ms. Loud has demonstrated the ability to interact and establish strong relationships with multiple client levels, including senior executives, and has been actively involved over the past two years in supporting the State of Michigan as the client delivery executive for the State's EUCN contract. As a result, Ms. Loud has in-depth knowledge of the State's business, DIT and agency leadership, and processes required to make the State successful. Ms. Loud is locally based, and will be dedicated to the support of State contracts.

Quality Control and Product Assurance Techniques

EDS is committed to consistent, repeatable processes, tools, and methodologies to continually monitor and improve IT delivery, as evidenced through our commitment to both the Software Engineering Institute's Capability Maturity Model (SEI-CMM) and our PM2[®] methodology. Quality management is a key component within PM2[®], and the EDS project manager will work with the State's project leader to define performance requirements and create a plan to achieve them. All project participants will be involved to verify that the plans and procedures are followed. The plan-do-check-act cycle that is a part of each PM2[®] methodology step verifies that quality is built into every step of the project.

EDS is committed to a flexible partnership with Michigan that enables us to respond quickly to requests, and deliver exceptional service. Our management plan, in addition to our internal controls and communication plan, lays the groundwork for taking advantage of innovation and modifications, and provides for overall customer satisfaction. The key features that make our approach best for the State of Michigan are briefly highlighted below.

Comprehensive Approach	EDS will deploy an operational model that fully integrates, engages, and unifies resources across all services with a single point of contact interface for all users, EDS, and subcontractors. This solution provides a full array of technical, business, and contractual advantages that will help make DIT a success. For example, DIT has one contact for project status, reports, trend analysis, and process modifications.
Repeatable processes	EDS is committed to using consistent, repeatable processes, tools, and methodologies to implement, monitor, and improve all projects, communication, and delivery to the State of Michigan. As a long-time provider of services to the State of Michigan, EDS has insight into events that impact the State and their business. Therefore, we have adjusted and modified our billing, processing, and delivery of projects to reduce the implications for the State.
Existing Relationships	EDS has existing relationships within each state agency. These relationships give us insight into the operations of each agency, and how they are uniquely impacted by how/when services are delivered. This information is shared with our subcontractors before they become engaged in any State activity. Therefore, regardless of whether an EDS resource is delivering the project, the State can rely on consistent service each and every time.
Low Risk	The presence of strategic subcontractors on the EDS team – and the relationships that already exist between EDS, the subcontractors, and the State – provide a low-risk approach with extensive depth of resources that enable quick resource allocation and replacement in case of an emergency. For every requirement area, we have multiple service providers capable of assuming the responsibility of providing outstanding resources to fit the State’s needs. All of this is provided without impact to service or cost to the State.

Communications Approach

Communication is key to developing a system that meets the State’s requirements. An effective process is required to verify timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information. EDS will work with the State to develop specific communications requirements for this program, and to formalize a communications plan. At a minimum, EDS will perform the following activities to communicate project status.

Status Meetings	Regular status meetings will be scheduled as a means to promote communication between the agency project manager and the EDS project manager. These meetings will occur on a weekly basis, and the status meeting agenda will include issue management, progress communication, deliverable reviews, and any other communication that needs to take place.
Status Reporting	The Project Tracking and Oversight Process includes producing a monthly status report, which communicates progress to schedule, variances, work product status, change request status, corrective action plans, issues, risks, and status commentary. The status report is used as a communication mechanism to verify that all affected parties are informed of the progress. Issues relating to the progress are also documented, as well as any corrective actions.
Management Planning and Reporting	The EDS CDM is responsible for the planning and reporting on all project-related activities. Reporting commitments are specified in EDS’ response to each SOW. Involving the State in all project plan aspects increases opportunities to collaborate with the client – thus leading to a successful project.
Service Excellence Dashboard	EDS will use its industry best practice Service Excellence Dashboard to provide the State of Michigan with insight into EDS’ performance on the contract. EDS’ corporate leadership also uses the dashboard to monitor program performance.



1. Ability, Capacity, and Skills

With more than 90 offices across the United States (including three in Michigan), Adecco Technical (Adecco) matches seasoned IT professionals with a very large client base. Adecco is proud of its ability to serve clients with an array of experience that includes the following:

- IS and Infrastructure
- Software Programmers and Application Developers
- Database Developers and Architects
- Web Designers and Developers
- Quality Assurance and Documentation Staff
- Project and Program Managers
- Hardware Engineers.

2. Staff/Personnel Qualifications and Capabilities

Adecco's recruiting efforts incorporate a unique process whereby systems, quality, and attention to countless details make the difference. Recruiting is not just about finding qualified people – it is also about finding the right people with the right skills at the right time. As never before, companies are outsourcing non-essential operations to be free to focus energies on core competencies. Adecco leads the industry with turnkey programs that range from recruitment, screening and evaluation, training, and reporting to providing staffing and management for entire departments and operations.

Employee retention is critical. Adecco is proud of its competitive pay rates and benefit packages. Adecco offers varied career path development programs and bonus programs. Career goals and development objectives are established for each individual. Adecco takes full advantage of in-house training, vendor training, third-party training, client-sponsored training, and college courses to keep its professionals on the cutting-edge of the IT industry.

3. Managing and Delivering Quality Projects

At the start of the customers' project, Adecco will establish benchmarks for a variety of metrics (such as fill rate, turnover, and customer satisfaction) and employee-level metrics that are based on employee skill level.

Next, Adecco will develop a performance action plan with which to measure its ability to meet goals, addressing recruitment, retention, quality assurance, customer satisfaction, and process improvement issues. The plan also notes data collection procedures that will enable Adecco to evaluate performance and provide management reports.

Based on the benchmarks established, Adecco will work to mutually develop a guaranteed service level program that encompasses a number of core performance measurements. Adecco will measure and improve performance against the agreed upon objectives of the established staffing program.

4. Project Team Structure, Internal Controls, and Communications

Adecco will work closely with EDS to ensure that resources assigned to the State of Michigan contract to meet expectations and fulfill project requirements. Adecco will make a "check-in call" within the first five days of placement to assist in a smooth kick-off. Progress calls will then be made every 30 days. With service excellence as its goal, Adecco is committed to working with EDS to monitor the performance of all resources placed to support the State. Client feedback will be solicited to refine and improve current and future engagements.

Analysts International

1. Ability, Capacity, and skills

Analysts International/Sequoia Services Group (“Analysts”) is pleased to serve as a key subcontractor to EDS for the Pre-Qualified IT Services Contract Program. As a technology partner for EDS in service to the State of Michigan for the past five years, Analysts appreciates this opportunity to demonstrate once again its ability to address the mission-critical challenges with its proven project teams and methodology.

Analysts has established itself in the world of software development as a premier consultant for large-scale database and application design and development, security services, and architectural consulting. The group within Analysts responsible for its reputation for consulting and design excellence is the Enterprise Solutions Practice (ESP), which now numbers in excess of 3,000 full-time software engineers and programmers, project managers, Web developers, business and technology consultants, and support staff personnel nationwide. More than 300 of these professionals are within a one-hour drive of Analysts’ Lansing office.

Analysts’ list of clients in Michigan alone – several hundred strong – reflects its diversity. In the public sector, Analysts has provided Database and Data Warehousing Services for the following State of Michigan government agencies: Family Independence Agency, Department of the Treasury, Department of Management and Budget, Department of Consumer and Industry Services, the House of Representatives, Department of Transportation, Department of State, Department of Education, the Supreme Court Administrative Office, the Michigan State Police, and the Legislative Service Bureau. Its private sector clients include numerous Michigan-based firms such as Amway, K-Mart, Jackson National Life Insurance, Eaton Corporation, Ford Motor Company, National Heritage Academies, the Palace of Auburn Hills, Lear Corporation, and the VanAndel Cancer Institute.

As a technology leader in Michigan for more than a decade, Analysts is pleased to offer to the State of Michigan the services of its hundreds of local consultants, designers, analysts, and software and security engineers and its thousands of proven developers, database architects, and project leaders nationwide.

2. Staff/Personnel Qualifications and Capabilities

Analysts’ resource management team in Lansing allocates resources for State of Michigan projects. Account executives and project managers assigned to each State of Michigan agency coordinate client needs with local management to ensure that the correct technical resource is proposed and, when selected, is dedicated to a project for the duration of the commitment. Analysts will not remove a resource from a project unless specifically requested to do so by a client: This ensures not only consistency, but also accountability for the life of the project. Continuous communication among project managers, project directors, and local managers facilitate its ability to meet project timelines, budgets, and commitments.

Analysts takes great pride in the technical qualifications of its Michigan-based resources. When Analysts was selected as Microsoft Worldwide Partner of the Year in 1998, the nominating committee cited its depth and breadth of certified software and experienced network engineers as a significant factor. It has continued to encourage the ongoing education of its technical personnel, establishing an online training curriculum for all employees and offering financial incentives for those that achieve higher levels of certification.

Corporate funding is also made available to employees that pursue formal training. Every effort is made to ensure that the company is fully staffed with individuals that are ready to integrate – and serve as consultants for - new and emerging technologies.

While Analysts can provide a wealth of local technical expertise for potential Second Tier Work Requests, it also can leverage extensive the staffing organization to augment projects for the State. Analysts has standardized the processes and procedures for the delivery of staff augmentation services at a national level. Analysts recruiters have the advantage of servicing multiple government sector clients, with its recruiters always seeking candidates that match the cultural, organizational, and technical requirements most often requested by its government customers. This pro-active approach and continuous screening of candidates

fitting a generally recognized “soft” and “hard” skills profile decreases its time-to-market in response to direct requests and increases its customer satisfaction levels with the quality and retention of personnel.

Analysts uses the WebPAS suite of products to automate the business processes associated with the recruitment of technical resources. This product is specifically designed to manage its data collection, tracking, candidate matching, candidate submission, resumes, clients, contacts, job orders and activities. The implementation of this tool dramatically reduces the manual processes involved in the recruiting process, thereby not only decreasing the “time-to-fill” for incoming customer requirements, but also reducing total system costs. The system can handle more than 1,000 concurrent internal users and an unlimited number of users over the Internet. Requirement distribution rules are table-based by customers, allowing Analysts to simultaneously distribute all service requests to recruiters by location, region, or countrywide resulting in increased recruiting power for key clients such as the State of Michigan.

Analysts has used WebPAS to standardize and streamline the sales and recruiting process. As previously explained, the software has enabled Analysts to process client requirements and recruit technical personnel without regard to geographic location and to leverage regional and national recruiters in support of key clients, resulting in it being able to fulfill a higher percentage of requirements than ever before. In addition, it has enhanced WebPAS implementation with an automated notification system that informs all affected functions and personnel of the creation of a new client, a new candidate, a new client requirement, or a new client contact.

3. Managing and Delivering Quality Projects

Analysts recognizes that every project has its own requirements and challenges. Regardless of the approach taken to complete each project, one variable remains consistent: Analysts strives to work in partnership with clients to ensure clients’ needs are well understood by its project management team, with requirements clearly documented and signed off by all. Analysts makes every effort to train clients in the technologies it intends to deploy and, as witnessed by the success of projects completed for the State of Michigan (such as the LOA2 Project for the Family Independence Agency) it works side-by-side with clients in a consultative role to help them become self-sufficient with the technologies when the project is completed.

The Analysts approach for Data Warehousing projects is dependent on a number of variables:

- **The scope of the project** – Is the project a long-term design and development project, or a short-term consultancy effort?
- **Who owns the project** – Will Analysts be responsible for a “not-to-exceed” or “fixed price” for a final project deliverable, or will Analysts provide resources for a “staff augmentation” effort in which the client is responsible for the completion of a final deliverable?
- **Who provides project leadership**– Will Analysts provide the project manager or lead data warehousing consultant – or will the client?

The following discussion of the approach for Data Warehousing includes the tasks Analysts deploys when it assumes ownership of a large-scale data warehousing project and is responsible for the fixed cost of a final deliverable and the technical leadership for the project as a whole. Analysts’ methodology is a four-step process for database design and development that incorporates the following phases:

- Concept
- Design
- Development
- Implementation, Training, and Support.

Phase I – Concept Phase

Analysts’ methodology begins with the Concept phase, at which time its Data Warehousing Consultant collects the information that will be needed to understand a client’s business practices, methods, and requirements. A thorough understanding of these items is essential to estimate the magnitude of the next phase of the project –

the detailed Design phase. An Analysts services project manager will also be deployed during the Concept phase to document requirements and provide a project plan for the remaining project phases.

The initial engagement between Analysts and the client is intended to answer the question “What exactly are we trying to accomplish?” Based on that meeting (and other follow-up meetings as required) Analysts will determine the scope of work that will be required to complete a Requirements Definition Document.

When the requirements gathering sessions have been completed and sufficient information has been collected, Analysts will generate a Requirements Definition Document (RDD) that itemizes its understanding of the client’s data warehousing requirements. The RDD also typically includes a detailed project plan for the design, redesign and implementation of the database or data warehouse as well as a quotation for the number of hours and associated costs to complete the next phase of the project – the Design phase. Analysts typically provides a not-to-exceed cost proposal for the entire Design phase and estimated costs for the remaining project phases of Development, Implementation, and Training and Support).

Phase II – Design Phase

The Design phase takes a granular look at all requirements identified during the Concept phase and develops a fully-detailed technical recommendation for each business, system, and application requirement. Our database designers and project managers apply their expertise to the entire scope of the project to create a Detailed Design Document that includes the Database Design Diagrams required for the development of the enterprise system.

Requirements are hierarchical in nature. Detailed requirements are derived from the high level requirements. The detailed requirements are documented in a second, more robust version of the Requirements Document, which serves as the basis for the Detailed Design Document.

Phase III – Development Phase

The Development phase transforms Design phase documentation into a functional data warehouse. From the design documentation and in accordance with the project plan, the project team under the direction of the Data Warehouse Consultant will build the requisite database structures. Internal Code Reviews will also be performed as part of this phase. The project manager will communicate the progress of the project and track task deliverables and unresolved issues.

Phase IV– Implementation, Training, and Support Phase

The hardware and software systems will be brought online into a pre-production environment during the Implementation phase, which requires a subset of users to certify that the system is operating properly. Analysts consultants will make modifications to the database or data warehouse as a result of user testing. On completion of acceptance testing, Analysts will assist the client to develop an implementation plan for a rollout of the data warehouse to the user community.

4. Project Team Structure, Internal Controls, and Communications

For DIT projects, Analysts expects the appointment of a project leader who will be the individual with full sign-off authority. This person will be the primary contact for business requirements and will be empowered to authorize or approve development and modifications to the project plan and software engineering documents. All project activity will be channeled through the designated DIT project leader.

The following are among the tasks Analysts anticipates the DIT project leader completing:

- Facilitate project scope definition
- Review project proposal
- Manage project and agreement contracts
- Authorize changes in scope, including funding
- Manage requirements and feedback within the client organization and communicate them to Analysts project manager
- Assist in the management and mitigation of risk.

The Analysts project team will comprise both a project manager and a technical project director who will act as data warehousing consultant and lead designer for the project. All Analysts data warehouse engineers will take technical direction from the technical project director, who will work side-by-side with the project manager and the client's project leader to ensure that the project is completed in accordance with the project plan.

Status meetings and reports will be generated periodically throughout a project's duration to keep the management of both project teams apprised of progress against the published plan. The project plan will have identified the milestones and scope of work for the Design phase based on the requirements gathered in the Concept phase, and Analysts will detail the data warehouse development tasks that must be completed in accordance with the design criteria. In essence, the technical project director determines the scope of work required to complete all discrete project tasks, and the project manager documents the plan and enforces the timeframes and commitments contained therein.

The following is a brief narrative of each team member and a description of each role's project responsibilities.

Project Manager

To ensure that projects in which we participate are completed in a timely manner, Analysts relies heavily on Project Management to create a baseline schedule for each project phase. Progress on the project can then be tracked against the plan, and changes or enhancements that may emerge can be measured against the budget and time constraints originally established for the project. The project manager's responsibilities will include the following:

- Act as primary point of contact
- Facilitate requirements gathering and design sessions
- Facilitate and organize the internal and external project "kick-off" meetings
- Manage project scope and changes with change control
- Maintain requirements traceability
- Track project progress and manage project schedule (project plan)
- Assign tasks within the project plan and obtain commitment
- Assist in the management and mitigation of risk
- Maintain project book (documentation, correspondence, functional specifications, and so on)
- Classify data warehouse anomalies
- Complete tasks identified in the project plan.

Project Director

The project director's responsibilities will include the following:

- Lead conceptual and physical design efforts
- Design System architecture
- Manage rollout plans (installation, conversion, user testing support)
- Conduct code reviews
- Complete tasks identified in project plans
- Create "bottom-up" development estimates.

Bravo Technical Resources, Inc. a Division of The Imprimis Group

1. Ability, Capacity, and Skills

Bravo locates, secures, and employs IT consultants including programmers, developers, database analysts, project managers, e-commerce specialists, ERP consultants, systems engineers, systems designers, architectural designers, data warehouse specialists, and security analysts. Bravo has the technology and resources to service customers nationwide. Bravo has placed and managed project teams comprising in excess of 100 consultants.

2. Staff/Personnel Qualifications and Capabilities

Combined with customary technical recruiting techniques, Bravo uses alternative recruiting sources such as Advisory Boards and Outreach Programs to locate the finest, most-qualified technical personnel. Technical skills are evaluated using QWIZ software and interactive interviews. These evaluations are kept consistently updated to reflect the needs of Bravo customers. Each candidate is thoroughly screened and references are checked. Bravo is constantly building a pipeline of consultants with experience in various disciplines.

3. Managing and Delivering Quality Projects

Bravo will assign an Account Manager with the ultimate responsibility of client satisfaction. Account Managers will work with EDS and the State to understand the scope of the project including objectives and deadlines and the skill sets required for candidates. They are responsible for communicating the requirements to Bravo's internal recruiting group. When a position is filled with a Bravo consultant, the account manager will follow up with EDS and the consultant regularly to ensure project success. Account managers also will provide regular customized reporting to EDS.

Bravo consultants will operate under the direction and control of EDS and the State. Its goal is to meet or exceed the deliverables set forth for the engagement. Bravo's definition of a successful project is one for which the goals and objectives are met or exceeded and additional *value* is obtained.

4. Project Team Structure, Internal Controls, and Communications

Led by an account manager, the team will address the assignment in a systematic and professional manner. The team will consist of an EDS representative, an account manager, a lead technical recruiter and other technical recruiters as needed. Team meetings will be conducted regularly. The account Manager will be responsible for updating our client, EDS, and Bravo senior managers weekly (or more often, if necessary). Bravo subscribes to a systematic approach to client management by following a 'dual management' philosophy. In addition to the account manager, a member of Bravo's executive team also will be involved in managing the relationship with the client.

A continuous feedback process is facilitated through the involvement of the account manager. The performance of all Bravo consultants is continuously evaluated and reported on throughout their assignments. Performance issues are addressed in a precise and immediate manner.

Capstone Consulting, Inc.

1. Ability, Capacity, and Skills

Capstone Consulting, Inc. is excited about the opportunity to use its IT resources with EDS for projects in the State of Michigan. Its Technical Services staff has an average of more than 20 years of experience – bringing depth, expertise, and maturity to ensure successful projects.

Capstone Consulting, Inc. focuses on desktop, client/server, mobile and Web-based solutions. In addition, its experience includes numerous projects on which employees created interfaces to IBM mainframe and AS/400 systems.

Capstone Consulting, Inc. is the leading provider of mobile computing in the State of Michigan and has created mobile applications for DNR, MSHDA, MDOT, the Michigan Lottery, and several other agencies.

As an engineering and software development firm, it has expertise in integrating hardware solutions with custom and packaged software (it has a team dedicated to serving law enforcement within the State). It installs software and hardware in vehicles, including wiring with other in-vehicle products and uses wireless data connections to send and receive data from its agencies.

Capstone Consulting, Inc. IT development resources have the following skills:

- Visual Basic, C and C++, Java and FoxPro
- SQL Server, Access and Oracle
- Windows 98, NT, 2000, XP and CE
- Web development products including ASP.

Its IT management resources have the following skills:

- Strategic IT planning and requirements definition
- Architecture advice about wireless and client/server solutions
- Operations analysis and process reengineering.

2. Staff/Personnel Qualifications and Capabilities

Capstone Consulting, Inc. has a fundamental belief that its IT resources are its biggest asset and consequently has a policy of investing in their training and maintaining their expertise.

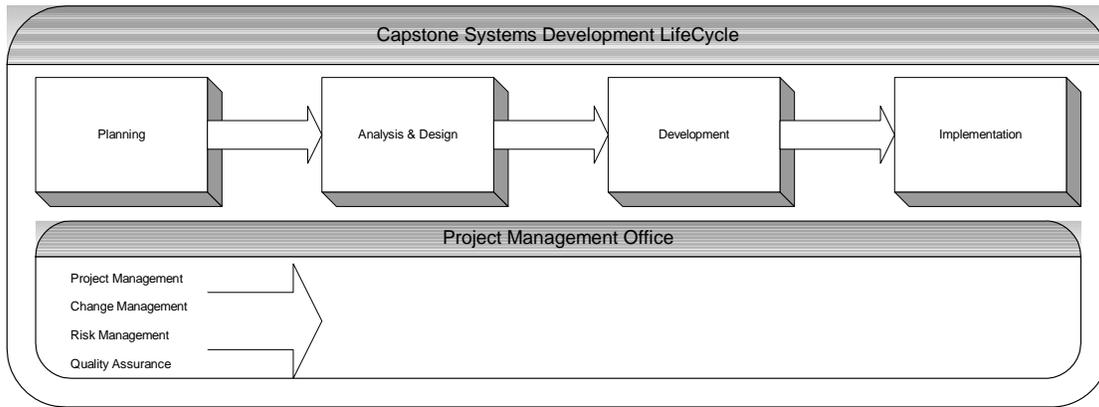
In addition, it has multiple developers on each project, which ensures clients of continuity throughout the project and that project knowledge is maintained so that it may be completed on time and within budget.

Finally, Capstone Consulting, Inc. continually seeks new resources for employment and contractual opportunities. Rather than hiring individuals with limited experience, it hires individuals who have many years of experience with multiple projects and multiple development environments.

3. Managing and Delivering Quality Projects

The use of a comprehensive, proven methodology to deliver complex IT projects is critical. Capstone Consulting, Inc. has used a methodology that focuses on systems integration with phases and tasks for hardware, software, and post-implementation support. This differentiates Capstone Consulting, Inc. from many other vendors who only have plans for software development.

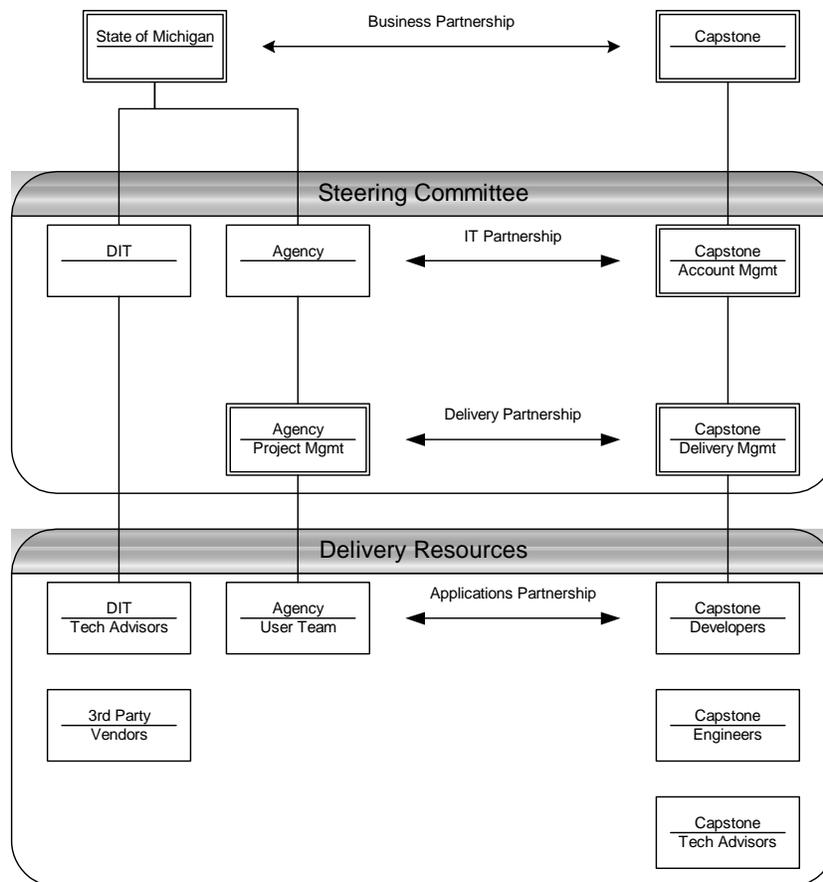
Working with EDS for the State of Michigan, Capstone Consulting, Inc. will adhere to the State's Project Management Methodology. Based on its understanding of this tool, it believes it to be closely aligned with its own approach.



4. Project Team Structure, Internal Controls, and Communications

Capstone Consulting, Inc. proposes that the State of Michigan, EDS, and Capstone Consulting, Inc. follow a team organization philosophy that provides linkages at all appropriate levels within each organization. This approach ensures that the organizations remain aligned from the perspective of project goals and objectives and that, on occasions when issues must be resolved, the correct level of authority can be engaged. This philosophy is instrumental in allowing a true partnership to exist and guarantees that all organizations achieve their objectives.

Based on its experience with IT projects, Capstone Consulting, Inc. suggests an organization chart similar to that shown the following exhibit:



Capstone Consulting, Inc. uses Microsoft Project for project tracking. Its philosophy is to track and estimate actual hours, rather than a "percent complete" approach. It provides written status reports to clients on an agreed upon timing and format. Finally, all deliverables will be reviewed and approved by a member of the Capstone Consulting, Inc. management team to ensure quality.

eclaro

1. Ability, Capacity, and Skills

eclaro is an online marketplace for the sourcing and delivery of IT professional services. eclaro has revolutionized the way in which it serves the IT supplemental staffing industry by using an Internet platform, state-of-the-art profiling software, and neural networking technology efficiently to match qualified IT consultants with interested employers at Fortune 500 companies. By automating the process of connecting IT consultants and clients, eclaro reduces the time required to find work and consultants without sacrificing the value-add of the staffing firm.

eclaro provides system administration, support, security; database administration and development; application and Web development; system design, and architecture contract support.

2. Staff/Personnel Qualifications and Capabilities

eclaro has always strongly believed in technology and uses a combination of human interaction and software in its technical qualification process of candidates. The qualification process has five stages: eclaro's matching software, recruiter interview and qualification, technical testing, account management approval, and background checks. This comprehensive approach enables eclaro to quickly find qualified candidates that are well suited for specific assignments and provide excellent value to clients.

3. Managing and Delivering Quality Projects

eclaro believes in a structured approach to account management and a learning curve to understand each client's needs. Each client has unique processes and guidelines for account management interactions. eclaro seeks first to understand these client guidelines and then the client culture.

4. Project Team Structure, Internal Controls, and Communications

The eclaro contract team will work closely with EDS and the State to review project status, billing, and open issues regularly. Every Friday, an eclaro manager will meet with the human resources it assigns to the State contract to review project status and document issues that require follow-up or resolution. Billing reviews with EDS will take place monthly. eclaro takes pride in its service-based mentality and looks forward to working with EDS to support the State of Michigan.

EDP Contract Services

1. Ability, Capacity, and Skills

TAC Worldwide Companies (TAC) is one of the world's largest providers of technical, IT, engineering, and office support staffing. TAC has 150 offices providing services in 50 states and 22 countries throughout North America, Europe, and Southeast Asia. Each year, they work with more than 6,500 companies, placing 50,000 contract and temporary employees. As a full-service staffing provider, TAC is organized into Centers of Excellence. Each TAC business unit operates its own company-owned regional and local offices – to provide specialized, localized, service delivery to the world's most important industries.

EDP's mission is to be the leading IT staffing solutions provider. By leveraging the abilities of people and capabilities of technology, EDP creates the highest quality and most cost-effective service delivery model to achieve profitable growth. This is accomplished by empowering and developing its people and optimizing its use of technology to apply knowledge and experience most effectively. EDP Contract Services is recognized as a premier provider of contract IT and IS staffing solutions — applications and system development, network design and administration, systems analysis, and technical and data center support.

2. Staff/Personnel Qualifications and Capabilities

EDP Contract Services has one of the highest contractor retention rates in the industry. Contractors stay with EDP for the flexibility and independence it provides. At EDP, the career choices are varied, and the path for professional development can take one of a number of directions.

3. Managing and Delivering Quality Projects

Working with EDS, EDP Contract Services will take a hands-on approach to managing clients' projects. Depending on the size and scope of a project, EDP would put in place the appropriate project team to manage the project.

4. Project Team Structure, Internal Controls, and Communications

EDP Contract Services will work with EDS to assemble an internal project management team to meet client needs. The team will present project specifications such as technical resource requirements, communications methods, and service delivery requirements.

Kelly I.T. Resources

1. Ability, Capacity, and Skills

Kelly Information Technology Resources (Kelly) specializes in providing companies around the world with IT professionals. As part of Kelly Services, a U.S.-based Fortune 500 company and a global staffing industry leader, the extensive network of branch locations enables Kelly to provide consistent service of a high quality to IT professionals and customers worldwide. Kelly specializes in placing the appropriate IT professionals in temporary contract, contract-to-hire, and full-time employment for all disciplines including platforms, operating systems, programming languages, databases, applications, Web site development, networks, e-commerce, ERP development, desktop technology and software engineering. Currently, Kelly has more than 4,500 IT professionals on assignment.

2. Staff/Personnel Qualifications and Capabilities

Skill development and enhancement are important aspects of managing employees' professional careers. Kelly works in partnership with its customers to accommodate the specific training that is necessary to meet ever-changing technological requirements for specific assignment and increase the value in that position. Kelly also offers an IT Learning Center – an interactive, multimedia, online training campus designed to help IT professionals stay abreast of rapidly evolving technology.

3. Managing and Delivering Quality Projects

A Kelly project manager will be assigned to work with EDS and the client to establish the scope and specifications of the project. This individual also will be the single point of contact for the client and will assist in managing all aspects of the project.

4. Project Team Structure, Internal Controls, and Communications

The EDS-Kelly project manager will coordinate all efforts surrounding project tracking, monitoring, and progress reporting. This individual will establish with the client a project plan (involving the necessary participants from the beginning) and methods of communications and updates until the project is complete.

Technisource (Staffing) and IntelliMark Solutions (Managed Services)

1. Ability, Capacity, and Skills

The recruiting process is about speed, accuracy, and open communication with clients and candidates. Technisource is a national IT recruiting organization with more than 30 branches and 75 experienced IT recruiters. It believes that the ability of the recruiting staff to consistently source, screen, and deliver IT consultants of the right caliber in a timely manner is its greatest competency. Technisource also understands that clients recognize and value suppliers that can promptly provide technical resources of quality at fair market rates. Technisource has adopted a structured recruiting methodology that is designed to ensure that clients receive a consistently high standard of service. This methodology provides the basis for training and evaluating individual recruiters' performance. The combination of good process, intensive training, quality control, and recruiter experience has helped Technisource achieve a high success rate of consultant assignments and a superior level of retention. Key metrics used to measure recruiter performance include the following:

- Response time from the receipt of a requisition until a qualified consultant is presented
- Ratio of consultants presented versus interviews conducted by the client
- Ratio of consultants selected for assignment versus the number of consultants interviewed
- Percentage of client-selected consultants actually delivered
- Percentage of consultants retained for the duration of the client's need.

2. Staff/Personnel Qualifications and Capabilities

Technisource recruiters are trained to specialize in specific skill categories, which promotes a deeper understanding of technology issues in matching a consultant to an assignment. Specialization helps the recruiter to be more effective in building a positive relationship with top-level IT professionals. Specialization also facilitates the building and maintenance of candidate "hot lists" for consultants that are – or will become – available. Technisource believes that knowledgeable recruiters who consistently deliver properly screened, well-qualified candidates effectively conserve hiring managers' time.

3. Managing and Delivering Quality Projects

Cutting-edge, custom IT solutions deliver measurable improvements to business performance, and IntelliMark delivers everything from application architecture consultation to custom application development. Clients benefit from innovative solutions that yield new competitive advantages and breakthroughs in services to their customers. IntelliMark has 15 years of experience in implementing emerging technologies and translating these innovations into quantifiable business gains for clients. The architects, developers, engineers, and project managers work in a wide variety of industries to deliver a fresh variety of best practices and a comprehensive perspective on the real benefits of IT solutions. This experience ensures that clients' solutions will be crafted out of relevant new technologies with proven results. IntelliMark uses a structured methodology based on the Microsoft Solutions Framework (MSF), a collection of Microsoft's best practices in software development.

In addition, the staff maintains industry-and vendor-specific certifications combined with ongoing personal developments plans, ensuring that the highest quality resources are assigned to its clients' projects. Certifications include Microsoft Certified Solution Developer, Microsoft Certified Database Administrator, Project Management Professional, and Certified Lotus Professional.

4. Project Team Structure, Internal Controls, and Communications

IntelliMark will evaluate with EDS the State's skill level requirements for each project and determine the type of approach required to successfully implement and complete the project.

IntelliMark knows that successful projects begin with the proper identification of resources and skill sets. At the beginning of the engagement, every engineer will receive a manual that details internal reporting processes and guidelines (for example, expense and timecard procedures specific to the project). The manual also will include project documentation that comes from the client through EDS. Before an engineer is deployed,

IntelliMark will work with EDS to understand site-specific requirements (such as contact information and dress code). Escalation procedures also will be documented at this point.

The information will be reviewed with the entire team at the time of a project "kick off" meeting (so that all engineers hear the same information at the same time). This activity also allows for questions and answers to be heard by the entire team. Progress reporting is the responsibility of the project manager and documentation is developed for each engagement either jointly with EDS and the State or by IntelliMark and then approved by EDS and the State. A site completion (or unit completion) form is required for every engagement so that IntelliMark, EDS, and State focal points receive documentation from users or site managers that work was performed to their satisfaction.

1. Ability, Capacity, and Skills

Professional Technical Development (PTD) is able to meet and exceed the requirements of this category under the "Pre-Qualified Information Technology (IT) Services Program" (ITB number: 07113000002). As a subcontractor to EDS, PTD's ability is predicated on a sustained company policy of adherence to quality performance standards. PTD relies on a staff of more than 40 IT professionals. Their skill sets span the technology of the computer industry, and PTD's techniques of a sound management philosophy, customer service, and education of its staff makes it well qualified. PTD's experience in diverse environments ensures that its staff is capable of assessing and responding to the needs of all users. PTD staff have been members of the Capital Quality Initiative for many years and of the Michigan Capital Area Chapter of the Project Management Institute since its inception; they have been leaders of government projects in the implementation of quality practices and have educated project staff about quality assurance fundamentals.

PTD's capacity to deliver highly valued IT services to customers is due largely to its goal of making quality control in the delivery of services a focal point. To do this, PTD has instituted a variety of quality improvement processes. For example, its systems development team has internally developed its own project development methodology, based on accepted, tested and verifiable project management principles. This document contains step-by-step methods, including tasks, sub-tasks, specific activities, resource requirements, and deliverables for complete systems development. PTD's methodology takes a project from conception and planning to implementation and review, and it has been put in practice in a number of projects, both in the government and private sector and proven to be a valuable aid toward project success and product quality.

Regarding skills, PTD's technical staff is greatly experienced, well trained, and highly creative in the area of IT. PTD's application development department has many years of combined experience in analysis, design, development, implementation and testing of software applications in client/server model and Web-based solutions. Further, PTD's breadth of experience in platforms include all Windows-based Operating Systems, UNIX, Novell Netware, Netscape, Internet Explorer, SQL Server, SQL Anywhere, PL/SQL, Access, Access Programming, FoxPro, Envoy, Visual Basic, PowerBuilder, HTML, FrontPage, Framemaker, dHTML, HTML Help, CSS, Java, Javascript, VBScript, ASP scripting, Adobe Acrobat, Adobe PageMaker, Adobe Photoshop, Adobe Premiere, Macromedia Flash, Macromedia Authorware, Active Server Pages, Common Gateway Interface, and Oracle DB.

In addition to its application development staff, PTD's resources also include certified software trainers, A+ Certified Microcomputer Technicians, Certified Network Administrators, Technical Documentation specialists, Technical Help Desk support specialists, experienced Graphic Designer and Web Developers, conversion specialists (including on-site analysis and conversion for commercial and legacy platforms), and database experts experienced in design, interface, and Web database activation. Its hardware experts are knowledgeable about troubleshooting; installing and configuring microcomputer motherboards, hard drives, SCSI devices, ISA and PCI card installations; printers; external peripherals (such as modems and scanners); Network Interface Cards (NICs); cabling (twisted pair, thinwire, thickwire); and PCMCIA adapters for laptops.

In addition to individual staff certifications, its corporate partnerships and certifications include the following:

- Microsoft Certified Partner
- Oracle Certified Partner
- IBM Business Partner
- Corel Training Partner
- Authorized Oracle Education Center.

PTD proudly points to a long record of successes in the completion of projects and delivery of IT services to state and private organizations. Recently, it has partnered with the Michigan Department of Agriculture, Michigan Department of Natural Resources, Michigan Department of Transportation, Michigan Child Support Enforcement System (Family Independence Agency), Michigan State University, and various private

companies to deliver a broad spectrum of IT services. References are available on request for the nature of the projects, the work requested, and project outcomes.

With regard to Data Warehousing projects, PTD staff was involved in the State's first Data Warehousing project with what is now the Family Independence Agency. Its role included system operations, system support, development of supplementary support systems, and training services. PTD developed a number of system queries that poll the Teradata system tables to provide information about user needs. The information was made available to support individuals in the office, and has been valuable when users raise performance complaints. In another example, PTD was challenged with increasing the performance of network-based queries. PTD developed processes that improved performance by up to 3,000 percent on some queries.

PTD has been a partner of a leading nationwide provider of Data Warehousing services, and has supported their efforts in five other states. That partnership has PTD staff currently working in New York State on a Data Warehousing project.

PTD has the ability, capacity, and skill to effectively deliver IT services, software, projects, training, quality assurance, management, and consultation to work requests issued by the Department of Information Technology. It does so through expertise and an adherence to quality assurance principles, proven project management methodologies, and rapid development techniques. Its staff's breadth of knowledge, professionalism, and experience supports its exemplary record of delivering IT products of quality on time and within budget to customers.

2. Staff/Personnel Qualifications and Capabilities

As a technology firm, staff recruitment, development, and retention is a key focus for PTD. In fact, being "an employer of choice among IT professionals" is part of its mission statement. The process of hiring, retaining, and keeping staff appropriately trained is the most critical factor for successful IT firms today. Staff retention has become a major consideration for companies wishing to succeed. Even with an economic downturn, companies working in technology and government entities are still in an era where truly skilled technical personnel are difficult to attract and retain. In the technical market, retaining employees for one year is almost considered a feat. Not only must qualified technical employees be found and engaged, they must also be trained to customer requirements, and kept challenged and interested to want to stay with employers.

In recruiting technology staff, PTD follows a strict methodology to ensure that truly qualified and ambitious candidates are screened for background, abilities, and future success. Hiring skilled professionals maintains PTD IT staff's qualifications and experience at a high level to begin with, and PTD has become adept at attracting and hiring well-qualified staff on short notice. For example, regarding the contract on the Michigan Child Support Enforcement System (MICSES) project, PTD frequently has been notified of staff requirements ranging from junior-level help desk analysts to senior-level implementation experts and developers. Usually, a period of two weeks or less has been given to fill such positions, but PTD has risen to the challenge and delivered these badly needed IT professionals within the State's time requirements. In a further example, PTD had to meet instructor requirements for the rollout five-day course in PL/SQL in addition to the initial Oracle Database Administration course, to become an Oracle Authorized Education Center, which required six weeks of nationwide travel by PTD staff to attend training sessions and meet the criteria Oracle sets for instructor candidates. Each instructor had to teach the respective course under the direct supervision and critique of a senior Oracle instructor before becoming authorized to teach. The company met the timetable set by Oracle. PTD has clearly demonstrated time and again its ability to acquire and train qualified staff in an expedient manner, fully meeting or exceeding customer demands and expectations.

Twenty-five years ago, PTD began Lansing Computer Institute, a longstanding accredited provider of IT training. As it has grown into a diverse IT firm, the principles of an educational institution still resonate in its corporate culture, and due to its expertise, it ensures that its staff receives the highest quality IT education and training. PTD does not simply provide ample opportunities for IT skills enhancement and learning, it expects success from all IT staff. In developing, mentoring, and training staff, PTD embraces a company culture that promotes life-long learning. This expectation involves on-the-job training, internal training, outside seminars and training, mentoring, and classroom learning. Internal training and development includes a formal mentoring program, which encourages the exchange of ideas and promotes a team atmosphere. Available to all staff members are PTD's classroom training and training materials, computer-based training (CBT)



modules, and a yearly allowance for the purchase of IT-related educational materials. Recent "outside" seminars and training attended by PTD staff include: Oracle Developer and DBA training, VS Live (a .Net seminar), Windows 2000 Server class, Information Mapping, and WinWriters Online Help Conference. In addition, PTD promotes and funds certification training and testing for employees including Oracle Authorized Trainer, Microsoft Certified Professional, Microsoft Office User Specialist: Authorized Instructor and Master, Computing Technology Industry Association A+ Certification, and the Corel Certification Program.

Hiring the right type of technology staff and providing development opportunities and challenges lead naturally to superior retention rates. PTD's companywide retention rate is far superior to recent trends in the marketplace. The following illustrates PTD's retention rate by showing the percentage of staff at varying years of service:

- 20 percent of PTD staff has more than 7 years of service
- 45 percent of PTD staff has more than 5 years of service
- 66 percent of PTD staff has more than 3 years of service
- 87 percent of PTD staff has more than 2 years of service

Maintaining the skills and qualifications of IT professionals (and therefore our capacity to deliver the best in IT services to DIT) is not an obstacle for PTD. By focusing on the continuing education and development of its workforce, PTD is able to retain highly motivated and well skilled technology staff with several years of high-level experience. The proven ability of PTD to attract and hire highly qualified IT professionals sets the overall technical competency level of these staff skills and qualifications at a high level from the start. Finally, PTD's high personnel retention rates sustain this high skill and qualification level over time, ensuring project continuity and its capability to support DIT IT projects.

3. Managing and Delivering Quality Projects

PTD has found, from more than 24 years of providing computer services, that a team approach for each project builds a strong foundation for quality assurance. Consequently, its approach to managing and delivering quality projects to a customer is inseparable from its company mission and is the basis for success in business. Early on, PTD practiced quality assurance, and the lessons learned over the years have developed into a cogent, effective program for the betterment of delivery of IT services to customers.

PTD began an informal quality program several years ago; as the basis for a program in technical training, it used the reviews that are conducted after each class. Because the reviews are rated numerically, it was able to provide a quantitative profile of each training specialist's performance and produce a statistical matrix of rating. When this data was analyzed, instructors were able to determine their areas of skill and the areas needing enhancement. PTD also instituted a mentoring program for new employees and cross-training opportunities. For development projects, quality must be monitored and maintained through the systems development life cycle. The process becomes much more detailed, as there may be many resources assigned to a specific task, and resources from the client organization, or from other vendors may also be involved. PTD then becomes equally concerned with both the quality of PTD-specific work and the project as a whole.

PTD is now much further along in a more formal approach to quality management. PTD staff has been assigned to quality leadership teams providing training and leadership at the MICSES and has also facilitated organization meetings and implementations. PTD is also a longstanding member of the Capital Quality Initiative and understands the long term commitment and resources that accompany this program. PTD understands that it must be customer-driven, that it must build teams, study processes, identify problems, change processes, and evaluate progress.

PTD staff is formally oriented to "Quality Leadership" through its quality program. Specifically, the Quality Leadership Program (1) clarifies goals, (2) educates and builds teams, (3) investigates the process, (4) analyzes data and seeks solutions, (5) takes appropriate action, and (6) concludes or closes the process. In clarifying goals, the team discusses the Mission Statement and creates an improvement plan. Then the team is educated: team building is started, ground rules and logistics are set up, quality issues are discussed, and team members are educated about the quality improvement tools available. The process is then investigated through description of the problem, localizing the problem, looking for the root causes, and testing and refining data collection procedures. In analyzing the data and in seeking solutions, the team looks for patterns in the

data, explores alternative solutions, and develops a strategy for further improvement. The team then takes appropriate action: reviewing for further investigation, designing or redesigning the product or process, standardizing procedures, monitoring the results of all changes and documenting their progress. Closure comes with an evaluation of the team's progress, evaluation of the project's results, organizing project files, making the final presentation and recommendations.

Aside from the Quality Leadership program, PTD's programmatic approach in delivering projects to its customers can best be illustrated through its dedication to the principles of project management itself, and in using the proven methodology of its Project Management Plan (PMP). PTD's PMP provides carefully monitored project management in each project's overall work plan, tasks and subtasks, milestones and decision points, as well as team performance, schedules, and budgets oversight. These plans are true team approaches to project staffing and management; the basic project management philosophy at PTD is one that not only requires but also benefits from the influence, involvement, and knowledge of all staff, imparting the maximum flexibility needed to ensure project completion.

PTD's PMP is based on two functional levels of project management support. In the first level, PTD performs the specific activities involved with a particular project plan, from beginning to project conclusion. For instance, a development project plan may include activities such as a requirements analysis, developing recommendations and planning documents, developing detailed specifications, and so forth. In the next level, PTD administers the project with the aid of automated project management systems its staff uses to track progress, personnel, and budgetary information. Although formalized in nature to maintain adequate control, its PMP remains flexible so that it can fit the project rather than trying to fit project requirements into a rigid set of organizational activities.

In organizing and implementing project activities, PTD uses five major activity headings: Planning, Organizing, Controlling, Leading and Concluding. Our overall approach to managing and delivering quality projects to customers hinges upon these activities. The following is a brief synopsis of each activity, activity subtasks, and critical success factors:

Planning

Project Planning starts at the beginning of each project, and continues throughout the life of the project. Preliminary Planning is an activity that is undertaken before a project is started. It involves assessing or sizing the project, understanding the goals and objectives of the project, determining budgetary requirements, determining staffing requirements, and finally, establishing whether the project goals and objectives can be met with the proposed resources. Critical success factors include: thorough and logical planning; well-defined goals, objectives, and scope; no false expectations about the proposed outcome; reliable estimating of resources; and ongoing review and assessment of project planning.

Organizing

Project organization is the process of staff selection and team assembly, work plan development, development and implementation of project standards, and project initialization. When developing the work plan component, attention is given to such items as: planned meetings, checkpoints, and so on; experience level of the team and work unit definition.

Defining work units allows PTD to break projects into measurable and manageable units so that progress can be easily monitored in that tasks and subtasks are kept at a highly manageable level. If work units are too small, too much time is spent monitoring the progress in relation to the product that is to be delivered. Work units that are too long cause it to be more difficult to track progress. Critical success factors include: a complete work plan, people with required skills, well-defined project organization, commitment to the project goals and objectives, and assurance that our understanding of the product is the same as the clients.

Controlling

Controlling is at the heart of project management. This is the process of seeing the planning and organizational efforts in action. The amount of hands-on effort required is relative to successful project planning and organization. The main goals of these activities are to manage the scope of the project, change management, and issue resolution. It is vital that the project complexities do not overwhelm project

management. Primarily, this phase will focus on these elements: capture progress data, identify and respond to deviations from the work plan, identify and address changing needs, develop action plans when variances are significant, manage project scope changes, identify and address issues that may be unrelated to the project scope, implement issue resolution processes, and prepare project control reports.

To be considered successful, a project must be completed on schedule and within budget, meet established standards, and satisfy the customer's business needs. Critical success factors include project monitoring at an appropriate level, analyzing progress based on projected outcome, producing formal written status reports, documenting and reporting changes in scope, documenting and reporting issues and issue resolutions, freezing completed work and obtaining appropriate user sign-off and remembering the criteria for a successful project.

Leading the Project

Leading the project focuses on two areas: communications and managing staff. Effective communications with all the people involved in the project and coordinated management and supervision of all staff is essential to a project's success. Communication is usually accomplished through the following: monthly steering and weekly team meetings, ad hoc meetings, walkthroughs as work units are completed, and sign off of work units as they are completed.

Managing staff involves these elements: keeping the team atmosphere, motivating and guiding individual staff members, ensuring that key staff is properly used in each area where said staff is deemed critical, delegating or assigning work, recognizing outstanding work, improving staff performance, balancing work loads, continual team development, and managing staff transition on and off a project. Critical success factors include: effective communication, motivated personnel and timely feedback to client.

Concluding the Project

The conclusion, of course, is the focus throughout the project, and PTD trains the sights of its resources on the conclusion. It is important for all team members be able to visualize the results of their efforts so that they can have a focus throughout the project's duration. If a highly successful conclusion is the basic team goal, all obstacles will be overcome. Critical success factors include: resolution of open issues, product acceptance, project evaluation, formal conclusion and post-implementation evaluation.

For ongoing reference and training, PTD uses the *Project Management Body of Knowledge (PMBOK)* published by the Project Management Institute (PMI®) Standards Committee. The *PMBOK* provides a basis of common knowledge and practices that are generally accepted in the profession of project management. In addition to basic reference and training, the *PMBOK* serves as an invaluable tool for managing projects of all types and sizes. *PMBOK* thus provides industrywide project management standards by which PTD may successfully deliver IT services and projects of quality to our customers.

Finally, PTD has worked closely with State of Michigan staff on two successful Year 2000 remediation projects and found that its management methodology blends extremely well with the State's. Since then, PTD has included in its library and has become familiar with, the State's "State of Michigan Project Management Methodology." In fact, PTD staff work closely with many of those responsible for the development of the State's methodology and serves on committees with them.

4. Project Team Structure, Internal Controls, and Communications

Team Structure

As stated earlier, project management is truly a companywide undertaking in which all of PTD is involved as a resource. In addition, PTD management maintains an "open door" policy by which any staff member can express ideas and concern and receive any level of assistance necessary to complete tasks and develop ideas. The PMP provides project management in which each project's overall work plan; tasks and subtasks; milestones and decision points; and team performance, schedules, and budgets can be carefully monitored.

PTD's basic philosophy is that all projects require and deserve the influence and knowledge of all PTD staff, which results in a true team approach to project staffing and management. Regardless of the individual team

members who may be actively involved with a task, the entire firm stands ready to supply whatever resources are needed to ensure successful completion, on time and within budget. One objective of PTD's PMP is to make a project's success independent of any one resource, thus freeing clients from concerns about project staffing.

PTD's top-level management team exists solely to support PTD project managers and staff. When undertaking a project, all of PTD becomes a part of the project. The project is discussed daily, and progress reports are given during regular weekly staff meetings and management meetings. PTD's clients can call on any member of its management staff at any time

Internal Controls and Communications

PTD's automated tracking systems range from cost center accounting and billing to different degrees of project management software. All of these systems enable PTD to track costs by work unit, and measure *actual work unit costs* against *budgeted work unit costs*. Project management software includes the ability to track resource allocations, milestones, projections versus actual, and project dependencies and to provide a visual representation of project status. This level of monitoring allows PTD to track actual project progress relating to the project schedules. Should integration of project records with client or other vendors be required, PTD will adopt and use client-specified software. Its project managers are familiar with most PERT/CPM packages on the market.

Reporting and documentation are important components of communications and integral to all five areas of project management, as discussed in Item 3. PTD communicates project progress through regular status reports, which are produced to address the attainment of project milestones, activity deviations, planning modifications, and other notable occurrences. Reports are also an important part of the historical record of the project, and may become the only audit trail for anyone searching for project-related information in the future.

Project reports may include the following: Progress Reports that present project status, where the primary emphasis is on planned schedules, cost considerations, and general achievement of project objectives. Special Project Reports, which are required whenever a project substantially deviates from the previously agreed costs, features, or schedules, require major revisions.

A post-implementation Evaluation Report presents a general assessment of a project in terms of measurable impact; describes project outcomes; anticipated annual costs of operation; and describes anticipated changes and remedial actions.

PTD has worked closely with State staff on systems projects for more than 17 years. It is always assumed that the State will be ultimately responsible for the resulting product; therefore, it is standard practice to work closely with the responsible persons, from program administrators to users of the applications. Regular meetings are scheduled so that project staff can be updated about status and so that issues can be detailed and openly discussed, making personal communication an essential ingredient of PTD's communications plan.

Each status meeting includes an updated project timeline as represented in a Gantt chart format. Also, a summary document is distributed itemizing the reporting period, work completed, significant problems or deviations from the work plan, and activities that are planned over the next reporting period. Furthermore, draft materials such as analyses or objectives that have been created are distributed. The fundamental purpose is to ensure that the responsible State staff is fully informed with supporting documentation at every step of the project. These status meetings also serve as PTD's opportunity to draw resources of the project team.

Because PTD works so closely with State staff during projects, very few issues arise at these meetings that are not already known by the respective staff. Therefore, the transfer of knowledge is ongoing throughout the project, and once completed, State staff is fully aware of all project details.

Finally, the most important piece of knowledge transfer is the resulting documentation. PTD staff members are experts in the field of preparing documentation, from systems documents to user manuals. Documentation will conform to all accepted readability scales and will be complete and organized in such a manner that it serves as reference material also. On these projects, the expected resulting documents would include a technical document to detail system changes and a user guide that graphically shows the user how to access and use new features resulting from the conversion.

Sapphire Technologies

1. Ability, Capacity, and Skills

As the fourth largest IT staffing firm in the United States (with two offices in the Detroit area), Sapphire Technologies (Sapphire) is capable of serving the State of Michigan. Sapphire Technologies is 100 percent dedicated to the placement of IT personnel, providing skill-sets ranging from help desk operations to systems architects. Sapphire places resources in a contract, contract-to-hire, or permanent placement capacity.

Sapphire is well versed in working with federal, state, and local governments. Sapphire maintains a GSA Schedule number and has earned solid references from Orange County in the State of California and the U.S. Post Office and several other government agencies.

2. Staff/Personnel Qualifications and Capabilities

Sapphire maintains 36 offices across the United States that are staffed with account managers and technical recruiters. Its account managers are charged with working with customers to fully understand needs and requirements and ensuring superior service delivery. Sapphire technical recruiters are responsible for sourcing, interviewing, qualifying, and placing potential candidates for each customer requirement. The process Sapphire uses to recruit expertise and maintain a customer base is a quality-driven process that has proven highly successful during its 18 years of placing IT professionals.

3. Managing and Delivering Quality Projects

Sapphire's approach to delivery is "find the right people, at the right time, at the right price." Sapphire offers on-demand recruitment, which means its customers may recruit for specific project requirements. This methodology ensures that customers are given exactly what they are seeking, not merely resources that happen to be on the available. Sapphire takes pride in the ability to identify local, qualified IT expertise within eight business hours.

4. Project Team Structure, Internal Controls, and Communications

Sapphire has an organizational structure in place that enables it to support the State through the EDS organization. Sapphire will provide a single point of contact to support its partners at EDS in assisting the State address its IT needs. This single point of contact will be responsible for superior service delivery as well as tracking and reporting requirements.

Satyam Computer Services

1. Ability, Capacity, and Skills

Satyam is one of the leading Indian IT systems integrators, with a rich history of offshore applications services and a broad spectrum of IT solutions. Satyam offers a range of expertise including Software Development Services, Application Maintenance, Application Conversion and Migration, Systems Integration, ERP Solutions, Enterprise Application Integration, Customer Relationship Management, Supply Chain Management, e-Business, Electronic Commerce, B2B, Embedded Systems, and Engineering Services (CAD, CAM, and CAE). Satyam's more than 8,600 associates operate worldwide from Satyam's Development Centers and at customer locations. Besides thousands of associates with application development and management skills, Satyam also has considerable horizontal practices (for example, SAP practice has 850-plus associates).

2. Staff/Personnel Qualifications and Capabilities

Over the years, Satyam has pioneered and mastered the 'RightSourcing' approach to deliver IT services to global customers. Satyam strives continually to raise the levels of competency and capabilities of its associates by providing multiple learning channels and a stimulating work environment that is designed to promote professional and personal growth. As a leading company in India, Satyam recruits, attracts, and retains the most qualified personnel in India and around the world and has the lowest employee-turnover rate in the Indian IT industry. Through close relationships with the world's leading technology vendors, Satyam's associates have access to cutting-edge software, support, training, and certifications.

The Satyam Learning Center is committed to providing its associates with unlimited access to knowledge and the latest technology advancements. At the Satyam Learning Center, technologists, academicians and behavioral researchers provide a high quality of training to its work force. State-of-the-art multimedia laboratories and a panel of distinguished in-house and visiting faculty from reputable educational institutions around the world, such as the Massachusetts Institute of Technology, Carnegie-Mellon University, and Indian Institutes of Technology create a rich educational resource base. Satyam was ranked among the five Best Employers in India in the *Business Today* - Hewitt Associates survey

3. Managing and Delivering Quality Projects

At Satyam, quality is a culture. Satyam is one of the world's first 10 companies to be assessed at SEI CMM Level 5 by Carnegie-Mellon University. It was first in the world to be awarded ISO 9001:2000 certification. Satyam has partnered with Carnegie-Mellon University to develop an e-services capability model (eSCM) in the field of IT outsourcing and IT-enabled services. Satyam will be the first company authorized to use eSCM for clients worldwide. Every technical associate at Satyam has access to Quality Information for You (QUALIFY), a desktop application that brings the latest knowledge, methodologies, and development best practices and standards to the desktops of Satyam's associates.

4. Project Team Structure, Internal Controls, and Communications

The typical project organization will comprise a trained and seasoned senior engagement manager, project managers, project leads, module leads, and developers and testers. Satyam will work with EDS to arrange the most appropriate project team structure for the State of Michigan. Using the RightSourcing delivery model, each IT initiative will be executed where it is most feasible, be it at the client site, one of our solution centers around the world, an EDS facility, or a combination of sites. Through its global WAN links, Satyam's project organization

can be spread across the globe and yet be seamlessly integrated. As part of Satyam's quality procedures (and in keeping with its CMM-5 rating), standard templates for Project Planning, Tracking and Monitoring, Defect Prevention, Verification and Validation will be used.

Youngsoft Inc

1. Ability, Capacity and Skills

Youngsoft is a 150 -personnel and \$10 million IT consulting firm based in Livonia, Michigan. Youngsoft provides a wide range of IT services including custom software development, maintenance and re-engineering, system integration, IT staffing, and cost-effective offshore development.

Youngsoft’s consultants are some of the best in the industry combining academic excellence with deep industry knowledge. Youngsoft has expertise in technologies such as ERP (SAP, PeopleSoft, Oracle), CRM, Mainframe, Client/Server, Internet (.Net J2EE, WebSphere, Java Beans, EJB, C++, Visual Basic, ASP, COM/DCOM, CORBA) and Wireless Technologies (Windows CE, Palm), Data Warehousing, Data Mining and Business Intelligence Tools (Business Objects, Cognos), IT Security, HIPAA implementation in Health Care, EDI and Business Process Reengineering.

Products and Services

Youngsoft Inc serves many of Fortune 500 firms with state-of-the-art Information Technology services. We are an IBM Business Partners for development of multiple software products using IBM hardware and software. We also have partner relationships with BusinessObjects, Cognos, Oracle, and Radview. We provide the following products and services:

Products	Services
<ul style="list-style-type: none"> • HIPAA Assessment/Consulting covering all aspects of HIPAA implementation • HIPAAScape: Integrated HIPAA compliant solution suite for healthcare industry • Adapter and Decoder: Data mapping and conversion tools • eAppeals Solution for healthcare claim appeals • Ynotlearn online training delivery engine 	<ul style="list-style-type: none"> • Project Development • System Re-engineering & System Integration • IT Security Implementation • Implementation of Intranets, Extranets and Virtual Private Networks (VPN) • Application Service Provider (ASP) Solutions • Outsourcing

With it fast growth, Youngsoft has won accolades such as #43 in INC500 fastest growing companies in the U.S., and #1 software services firm in Michigan, by the Inc. magazine and Future 50 of Greater Detroit Company by Detroit Regional Chamber.

Youngsoft has several consultants working on internal projects or undergoing cross-platform training. This provides Youngsoft, the ability to put together a team of 10 to 30 consultants at a short notice. As a result, Youngsoft is always prepared to take on large IT turnkey projects as well as provide staffing support to its clients.

Off-Shore Software Development Capability

Youngsoft’s offshore software development facility in India ensures verifies successful, timely and cost-effective software development and project implementation. Youngsoft has consistently maintained the leadership in SME category in terms of growth and revenue. We have more than 200 person -years of experience in off-shore software development for international clients.

2. Staff/Personnel Qualifications and Capabilities

As a service-based organization, Youngsoft realizes that its consultants are its greatest assets. Youngsoft employs following means to maintain and enhance the qualifications and capabilities of our consulting manpower:

- **Highly Selective Recruitment:** Youngsoft is highly selective in recruiting its consulting manpower. We conduct multiple rounds of technical and behavioral interviews to recruit talented consultants. Almost all



the consultants at Youngsoft are Engineers from reputed institutions and some consultants have advanced degrees in computer science and management as well as technical certifications.

- **Continued Training:** Youngsoft routinely sponsors internal and external training for all consultants. Youngsoft encourages its consultants to take cross platform training to enhance their skills. We also staff consultants on our product development.
- **Peer Training:** Youngsoft conducts formal peer training sessions where experienced consultants train their peers on various technologies in a class-room setting.
- **Knowledge Management:** Youngsoft's knowledge management repository contains contributed articles regarding technical knowledge, best practices and industry analysis and research.
- **Expert Support:** Youngsoft has designated senior consultants as experts into specialized technology areas. These technology experts cover the latest technologies and they are available to provide instant guidance and support.

3. Managing and Delivering Quality Projects

Youngsoft has project managers who are experienced in working with Project management methodology by PMI (Project management Institute), ISO-9000 quality standards for software development and CMM quality standards.

Youngsoft's methodology can be described in the following approach:

- Project Initiation:
 - Project plan contains documents including project scope statement, milestone definitions, project deliverables definition, client responsibilities, and identification of constraints, assumptions, risks and risk mitigation strategies, capabilities and roles and work breakdown. It is finally presented to customer for approval.
 - Project schedule includes task-list, dependencies, effort estimation, expert judgment, resource planning and budgeting.
- Implementation Phase:
 - Quality management includes activities such as quality planning, developing quality standards, checklist, developing benchmarks and tracking of open issues as well as bugs/defects.
 - Schedule Control involves activities such as project tracking, change requests, performance reports, weekly reports to client, schedule management plan, schedule updates, action-plan and lessons learned during the project.
 - Human resource management involves team-building, team motivation, addressing organizational concerns, performance review and time management.
- **Project closure**
 - Involves formal acceptance by client, lessons-learned session, and Customer feedback, project archival if necessary.
 - Youngsoft have developed documentation templates relating to all the above-listed documents. At Youngsoft, we believe that Quality is our prime goal.

4. Project Team Structure, Internal Controls and Communications

Structure

Youngsoft Inc. believes in a flat organizational structure and is a balanced matrix organization. There are only 3 layers in the company and they are the management, project managers and employees or consultants. Youngsoft favors empowerment of its consultants and project managers. Roles and responsibilities are assigned solely based on individual capabilities and experience rather than his/her position in the organization.

Teams

Large project teams are typically divided into modules. Project leader is responsible for facilitating all the client communication. Teams are collocated and perform as one tight unit. The project plan document identifies, documents and assigns project roles, responsibilities and reporting relationships.

Internal Controls

Include budgeting control techniques, cost control techniques, quality control techniques, performance appraisals and internal and external feedback result in meritocracy culture. We actively manage team and individual performance through reviews and team building exercises.

Communications

Every project has a configuration controller who is responsible for maintaining and baselining a central repository of documentation, sources, and communication between the team and with the client. The project manager is responsible for weekly status meetings with the team members and status reports to the client. Moments of Meeting are drafted for every client meeting and are emailed to the client manager for review.

1. Ability, Capacity and Skills

ZeroChaos, Inc. provides payroll, benefits offerings and administration, and workers' compensation coverage, and claims management as an employer for contingent professional, technical, and consulting personnel, and as well as administrative/clerical personnel identified by EDS.

In addition, through their extensive relationships and longevity in the business, ZeroChaos has a reach into various resource pools. ZeroChaos provides full administrative support for both the client company and other staffing companies. They are able to assist EDS in extending their depth of resources when locating the best talent in the field at the most competitive rates.

2. Staff/Personnel Qualifications and Capabilities

ZeroChaos prides itself in their ability to provide quality professionals. Central to their success are the monitoring and verification tools that they use to ensure submit the most qualified people are being submitted for the job. ZeroChaos, Inc., via its data center, tracks and maintains staff/personnel qualifications in an MS SQL database with industry- standard physical, procedural, and technical security. These tools allow for enable the tracking of not only resource qualifications, but also their track record on various projects. This information will allows EDS and ZeroChaos to provide the State of Michigan the most qualified individuals with the best customer history as well.

3. Managing and Delivering Quality Projects

ZeroChaos firmly believes in employee oversight, management, and communication in order to deliver a quality project. ZeroChaos will use the work statement and the subsequent proposal as a guide for customer expectations. This information will be incorporated into the tools and processes traditionally used for resource monitoring. In addition, ZeroChaos, Inc. works with on-site and off-site project managers on project specifications, reviewing and evaluating on-site performance of its employees on a periodic basis (i.e. weekly, monthly, or as needed depending on the project).

4. Project Team Structure, Internal Controls, and Communications

ZeroChaos takes a personalized approach once they become engaged in a project. They incorporate their internal processes and tools to accommodate the State agency's individual requirements. Utilizing this methodology ensures verifies that the State is getting the proper information in all reports and communications that will take place between ZeroChaos and the State agency. They will work with on-site and off-site project managers to ensure verify the tracking of time management, expenses, performance, and other payroll, benefits, and administrative- related issues. Since ZeroChaos specializes in the sourcing, screening, and processing of contract talent, they have proven tools and techniques that that will provide quality and consistency in each and every project they undertake.

Representative Resumes and Skill Level

EDS is pleased to offer the following three representative resumes to the State of Michigan Department of Information Technology to support its effort in pre-qualifying vendors to provide high quality information technology services. In addition to the qualified people we present for this category, EDS will dedicate an overall Client Delivery Manager (CDM) to manage the Tier 2 activities. Information about the Client Delivery Manager can be found in Section III-C, Vendor Performance Management Form of this document. We believe the following candidate resumes provide a snapshot of the caliber and quality of people available from EDS. The table below provides information on the quantity of available resources within EDS by skill level. A significant number of additional qualified resources will be available through our subcontractor partnerships.

Skill Level	Number of People
Junior	420
Journey	525
Senior	230
Expert	175
Project Manager	150

Subcontractors

EDS has carefully selected partners for the EDS team who demonstrate strength and leadership in the IT industry, have a track record of success in supporting the State, and have demonstrated financial stability. The table below provides specific designations of the tasks to be performed for Category 1 for each proposed subcontractor. In addition, Signed Letters of Intent confirming a prime/subcontractor relationship will exist are included in Attachment G.

Subcontractor Name	Tasks
Adecco Technical	Adecco will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Analysts International Corporation	Analysts International will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management

Subcontractor Name	Tasks
Bravo Technical Resource, Inc.	Bravo Technical Resources will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Capstone Consulting, Inc.	Capstone Consulting will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
eclaro	eclaro will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
EDP Contract Services	EDP Contract Services will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
IntelliMark	IntelliMark will assist EDS in staffing personnel for all areas of this category. <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management

Subcontractor Name	Tasks
Kelly Services Technical/Professional	<p>Kelly Services will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Professional Technical Development (PTD)	<p>PTD will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Sapphire Technologies, Inc.	<p>Sapphire Technologies will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Satyam Computer Services Ltd	<p>Satyam Computer Services will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management
Youngsoft	<p>Youngsoft will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none"> • Needs Assessment • Requirements Analysis • Feasibility Studies • Cost Benefit Analysis • Coordination of Stakeholders • Project Management and Reporting • Quality Assurance and Testing • User Change Management

Subcontractor Name	Tasks
ZeroChaos	<p>ZeroChaos will assist EDS in staffing personnel for all areas of this category.</p> <ul style="list-style-type: none">• Needs Assessment• Requirements Analysis• Feasibility Studies• Cost Benefit Analysis• Coordination of Stakeholders• Project Management and Reporting• Quality Assurance and Testing• User Change Management

Jay-Louise Weldon

Data Warehouse – Expert

Education: PhD, Computer Science, University of Pennsylvania, Philadelphia, PA, 1973
B.S., Mathematics, College of William and Mary, Williamsburg, VA, 1965

Recent Relevant Experience

Ms. Weldon is a Managing Consultant with more than 20 years experience in Business Intelligence and Decision Support. She has strong technical skills in systems planning and design, database design, application development, and technical training and end-user support. Her most recent experience includes providing data warehouse architectural guidance to a large Canadian bank regarding its multi-terabyte CRM Data Warehouse during its transition to EDS operations. Jay-Louise re-designed the DW architecture to improve performance and flexibility of the warehouse and to incorporate the use of COTS monitoring and ETL tools. The new architectural framework also provided for the expansion of the DW through new development projects concurrent with the migration to the new architecture. Jay-Louise also was the Managing Consultant Data Warehouse Expert on a project to develop an MIS portal for a division of a leading financial services company. This effort included the definition of key performance metrics for the global organization as well as the design of a decision support architecture that supports a performance dashboard accessed via the portal.

Experience

EDS

MAY 1999 - PRESENT

MANAGING CONSULTANT, BUSINESS INTELLIGENCE

Specializes in business intelligence solutions and database related services, such as logical data models and physical database design. Other experience includes the analysis and design of models and methodologies, decision support systems, the design and use of data warehouses, data mining and visualization, and object-oriented systems and databases. Led project team in requirements analysis and architecture for a pricing data warehouse - a data collection, integrated database, and reporting environment – for a Fortune 100 beverage manufacturer. The data warehouse will provide a single source of pricing and promotion information collected from the wholesalers and made available to wholesalers, decision-makers, regional sales teams, and ultimately to chains and other retailers.

MCI SYSTEMHOUSE

DECEMBER 1996 TO MAY 1999

DIRECTOR, DATA WAREHOUSE PRACTICE

Director of the Data Warehouse Practice for the East Region of MCI Systemhouse, and provided support on data and database related efforts to project groups within the region. Assigned to work on proposals and on project tasks involving data modeling, database design or database administration (including performance monitoring and tuning). Along with other members of the practice, brought expertise in information engineering, data modeling, requirements analysis, and system and database design to projects within the region. Also provided expertise in various relational DBMSs, including ORACLE, SYBASE, DB2 and RdB.

MANAGER, DATA ARCHITECTURE

NOVEMBER 1993 TO DECEMBER 1996

Assisted members of the project team with logical and physical database design for the support of the NYFD dispatching system, STARFIRE II, and the NYPD E911 system. These projects involve the use of ORACLE and DB2 on mainframe and server platforms in a distributed, network environment. Also contributed to projects involving the design and development of data warehouse applications to serve decision support and reporting needs. Worked with managers and data administrators at major firms to develop standards and guidelines for developing data warehouse environments and decision support databases and applications. At major pharmaceutical company, acted as a team facilitator for a group of data administration and system development professionals charged with the creation of a “best practices” white paper on the design of decision support databases. Authored the final paper, which now serves as design standards and guidelines for developing DSS applications within the firm.



OR/MS DIALOGUE, INC
SENIOR PARTNER

JUNE 1982 TO NOVEMBER 1993

Directed and participated in various consulting engagements. Performed a business process review for a major Canadian food company leading to the re-engineering of promotion scheduling and order management processes to improve sales forecasting. Directed and managed the development and installation of a sales reporting system for the National Accounts team of a Fortune 100 beverage company. Coordinated the efforts of Dialogue staff and system developers at a major brewery throughout the introduction of a new, client-server based, national marketing and sales information system. Provided training and design consultation to the applications development staff of a Fortune 100 tobacco company during the development of a custom sales analysis and reporting system. This high-profile system supports over 50 business analysts and 100 field sales representatives.

NYU STERN SCHOOL OF BUSINESS
ASSOCIATE PROFESSOR

1973 TO 1984

Recruited by NYU to take part in the development of a graduate (MBA) and undergraduate program in Information Systems (IS) at the Stern School of Business. Major contributor to the design of the curriculum for this program, which was one of the first of its kind in the U.S. Served as Director of the Undergraduate Program in IS for two years. During eleven years at NYU, taught numerous courses at both the graduate and undergraduate schools of business in computer technology, programming, systems analysis and design, systems simulation, and database management. Supervised students' Masters theses and led research seminars for PhD students.

Training

Application Experience: Sales Tracking and Reporting, Promotion Analysis, Financial Reporting, Multi-media Systems, Decision Support Systems, Data and Information Warehouses,

Hardware Experience: DEC VAX, NCR, VMS, IBM VM/CMS; MVS/TSO, Unisys, UNIX, DEC Alpha, ULTRIX, IBM PC, MS DOS; Windows, IBM RS 6000, AIX

Software Experience: SQL, ORACLE, PASCAL, DB2; DB2/2; SQL/DS, COBOL, Rdb, SQL, IDMS; TOTAL, Assembler, IMS, PL/I SYBASE; SQL Server, FORTRAN, MS Access, Smalltalk, Teradata, VisualWorks, RBASE; dBASE, REVELATION, Lotus NOTES

Methodologies: Structured Analysis and Design, Entity Relationship Diagramming, Information Engineering, Zachman Information Architecture, CASE, Modelling and Simulation



Roy Mims

Data Warehouse – Expert

Education: B.S, Computer Science, Oklahoma State University; Stillwater, OK; 1987

Recent Relevant Experience

Mr. Mims is a Data Warehouse expert with more than 14 years of experience in enterprise solutions that involves positioning and delivering solutions in customer relationship management, data warehousing, and operational network management. He has led or contributed to the efforts of deploying over 12 multiterabyte Data Warehouses across multiple industries, to address challenging business issues in the areas of business intelligence (BI), customer relationship management (CRM), supply chain management (SCM), and enterprise resource planning (ERP). In addition, Mr. Mims has been involved in every stage of Data Warehouse development. His recent experience has been applied to a global retailer, where his skills are being leveraged as a trusted advisor for the reengineering and deployment of a large enterprise data warehouse.

Experience

EDS **APRIL 2002 TO PRESENT**
MANAGING CONSULTANT, DATA WAREHOUSING

Serves as a trusted advisor for the reengineering and deployment of a large enterprise data warehouse for global retailer. Focuses on all aspects of the implementation, from needs assessments and requirements analysis to tool selection, design, and infrastructure deployment. Is also responsible for leading the alliance relationship of Teradata DBMS solution to the various Lines of Business within EDS.

TCSI CORPORATION **MAY 2001 TO NOVEMBER 2001**
MANAGING DIRECTOR, PROFESSIONAL SERVICES AND CHANNEL SALES

Was responsible for evolving a consulting services business to support TCSI's Element and Network Management solution to the telecommunications industry. Established relationships and secured partnerships with system integrators in the U.S., Europe, Latin America, and Brazil. Was also responsible for the mapping of opportunities to staff planning requirements, supporting new opportunities with technical sales support.

FUJITSU TRANSACTION SOLUTIONS **OCTOBER 2000 TO APRIL 2001**
VP/MANAGING DIRECTOR, PROFESSIONAL SERVICES

Was responsible for managing a \$20 million consulting services delivery operation for North America. Provided consulting services in support of the company's intellectual property (IP) in the areas of eCommerce site development, "Brick and Click" site integration, and a suite of eCRM solutions tailored to the retail market. Was responsible for three development centers to facilitate off-site and on-site solution delivery, as well as research and development against eCRM solutions.

EMC CORPORATION **DECEMBER 1999 TO OCTOBER 2000**
REGIONAL PROGRAM MANAGER, BUSINESS INTELLIGENCE

Facilitated the company's go-to-market strategy in business intelligence, Data Warehousing, customer relationship management, and enterprise resource planning. Provided thought leadership in the areas of enterprise application integration, data mining, data transformation, and overall enterprise architecture planning, thus leveraging in-depth knowledge of data warehouse implementation and full customer life cycle CRM solutions. Assessed the customer's application and infrastructure needs to leverage best-in-breed flexible solutions. Grew the business intelligence-related business by 73 percent.

NCR CORPORATION
MANAGING PARTNER, TELECOMMUNICATIONS & NATIONAL ACCOUNTS **NOVEMBER 1996 TO DECEMBER 1999**

Developed a consulting organization focused on telecommunication customers in the western U.S., including the delivery of CRM-specific solutions into wireline, wireless, and new emerging communications. Held profit and loss responsibility



for the delivery of services against solutions content, as well as traditional data warehouse offerings. Led business development, proposal development, pricing, offering design, offering direction, and implementation management.

NATIONAL DIRECTOR TECHNICAL SALES JULY 1995 TO OCTOBER 1996

Built a technical sales support organization for the company's National Accounts division. Developed the organization, supporting midrange servers as well as data warehousing initiatives. Recruited resources to the business need, set product focus and direction, supported over 70 sales resources, led training and career development, and drove over \$280 million in annual sales.

SOLUTION SALES CONSULTANT JULY 1994 TO JUNE 1995

Identified, qualified, and realized professional services opportunities, and generated in excess of \$3 million in revenue during 1994. Supported a team selling approach, with strategic account planning, proposal generation, and resource allocation – as it related to the use of professional services – to provide presales, postsales, and revenue-generating consulting services.

TECHNICAL ACCOUNT MANAGER MARCH 1992 TO JUNE 1994

Managed eight systems engineer resources in Mo., Kan., and Neb., hired and scheduled outside support, and managed the performance of resources. Provides presales support, conducted technical presentations, and coordinated benchmarks that led to the acquisition of Santa Fe Railroads' technology. Utilized a rapid application methodology that enabled Santa Fe to implement a data warehouse solution.

SYSTEMS ENGINEER JUNE 1988 TO FEBRUARY 1992

Was responsible for database design, as well as architecture planning and design. Established and performed benchmarks, thus demonstrating the capabilities of the company's technology to solve problems. Supported efforts to migrate a legacy-based customer information and billing system from a Unisys environment to a DBC/1012 environment. Assisted with logical and physical database design, constructed operational/decision support queries, and provided configuration and capacity analysis.

Training

Hardware: IBM MF 3090 Class, Unisys 1100/2200, DBC/1012, AT&T 3600, NCR 5100, NCR 4300, NCR 4700, EMC Symmetrix, EMC Celerra, EMC Connectrix, Intel-Based Technology

Operating Systems: MVS, TSO/ESA/SPF, UNIX, MS DOS, OS/2, Windows 95/98/NT

Database: Teradata DBMS and utilities, Informix/Redbrick, MS Access, MS SQL Server, Windows NT Server

Languages: C, OS/VS COBOL, MF COBOL, REXX, CLIST, Teradata Preprocessor, Teradata CLI, ANSI SQL

Application Software: MS Office 2K, Andyne GQL, AT&T/NCR Top End, Brio, Hummingbird DiversiNet, Image2Web, SAS, ETL Tools (ETI, Informatica, Ascential/DataStage), TCSI-Catalant

Data Warehouse – Journey-Person

Education: B.S., Computer Science, University of Michigan; Flint, MI; 1986

Recent Relevant Experience

Ms. Broadworth is a member of the EDS Flint Solution Center Team, specializing in Data Warehouse technologies. She serves GMSPO as a Data Warehouse technical project leader and developer, and has four years of Data Warehouse experience along with 16 years of overall experience serving GMSPO with the development of client/server and mainframe systems. Her most recent Data Warehouse project was the General Motors Service Parts and Operations (GMSPO) Data Warehouse Iteration 1 project. This project was the first phase in building a Corporate Information Factory for GMSPO.

Experience

EDS MAY 1986 TO PRESENT

DATA WAREHOUSE TECHNICAL LEADER

Worked directly with the General Motors Service Parts and Operations (GMSPO) customer and EDS personnel to gather business requirements, perform data analysis, and develop the data model. Conducted the weekly team status meetings to monitor progress and manage issues. Developed standards and processes for the extract, transform, and load (ETL) processes. Led the team in developing project standards for the ETL technical designs, as well as actually constructed the processes. Established a methodology and design for the ETL processes used to maintain the data within the General Motors Enterprise Warehouse (GMEW). Led a team in establishing the Data Stage environment, and in developing standards and procedures in the use of the tool.

PROJECT MANAGER/TECHNICAL LEADER

Worked closely with the GMSPO customer to gather and document business requirements. Worked closely with the data modeler to develop the data model using Erwin. Led the project team in developing the reporting interface using Microstrategy and the ETL processes, using Prism Warehouse Executive within the Sun UNIX environment.

TECHNICAL DEVELOPER

Installed the Prism Warehouse Executive (PWE) environment needed to develop the ETL processes, as well as designed and developed the ETL processes.

PROJECT LEADER AND DEVELOPER

Performed the project management activities and technical leadership activities for the GMSPO development effort. Worked with the customer to gather the requirements, and establish the statement of work and project contract. Developed the project staffing plan, project schedule, and computer resource forecasts.

PROJECT MANAGER

Was responsible for the management of staff, project schedules, project metrics, change control management, test plans, and implementation plans. Worked closely with the GMSPO project manager to develop the testing requirements, and to establish a test environment needed to perform system and user acceptance testing.

Training

Certifications: Microsoft Certified Systems Engineer (MCSE) NT 4.0

Courses: EDS continuing education courses in the Standard Software Process (system life cycle development); technical training, including Oracle PL/SQL, DB2, IMS, UNIX, Microstrategy, Prism Warehouse Executive, Prism Quality Manager, Erwin, Ascential Data Stage, Business Objects

Industry Conferences: Data Warehouse Institute Conference for Data Warehouse technology



ATTACHMENT B

EXAMPLES OF POOR PERFORMANCE



EXAMPLES OF POOR PERFORMANCE

The examples given apply to contract awarded on a time and materials or fixed price basis unless otherwise indicated. Poor Performance includes but is not limited to the following examples. Poor Performance may raise to the level of a material breach that may result in cancellation of the Primary Contract and/or any Work Contract.

1. Failure to meet a due date and/or an acceptable deliverable:
 - a. Missed due date but deliverable satisfactory when delivered;
 - b. Made the due date but the deliverable was unacceptable; or
 - c. Both missed due date and deliverable when submitted was unacceptable.
2. Failure to provide staff qualified to perform the work.
3. Failure to be responsive to Second Tier RFPs:
 - a. Cumulative failure to submit responsive proposals.
 - b. Cumulative failure to be awarded contracts.
4. Failure by firm's management to be responsive to identified performance issues.
(As identified by a Letter to Cure)
5. Failure to perform as specified by contractual terms agreed to by signing original contract, e.g. breach of confidentiality of data.
6. Failure to promptly correct (as detailed in a letter to Cure) deficiencies identified by the State in a deliverable or in the performance of a task.



ATTACHMENT C

PRICING



Category 1: Data Warehouse
Section III -F – Cost Proposal

The State of Michigan Department of Information Technology will receive immediate access to competitive pricing on the Information Technology services as requested in the RFP. The following not-to-exceed rates are proposed to the State of Michigan Department of Information Technology in support of its effort to prequalify vendors to provide high quality information technology services. In preparing our response and pricing, Electronic Data Systems carefully considered the breadth of the skills requested in each of the categories, and offers not-to-exceed rates that encompass the large spectrum of skills requested per category. Electronic Data Systems looks forward to offering the State of Michigan market competitive pricing for specific skill sets as defined during the Tier II Work Statement Process.

Service Categories	Junior	Journey	Senior	Expert	Project Manager
Data Warehouse	\$100.00/hr	\$135.00/hr	\$150.00/hr	\$170.00/hr	\$210.00/hr



EXHIBIT A

**TIER 2 WORK REQUEST PROCESS
(Sample Format Attached)**

EXHIBIT "A" - SECOND TIER WORK REQUEST PROCESS

Once the IT Services Contract Program Primary Contract Vendor List (PAVL) has been established, DIT will use the PAVL to administer the second phase of the process, referred to as the Second Tier **Work Request** Process, on behalf of DIT. DIT Personnel in need of IT Services will have access to information on qualified vendors, by category, via Primary Contracts. DIT will identify their requirements using the WORK REQUEST TEMPLATE found in this Exhibit for one of the five service categories.

All vendors (within the appropriate service category) will be notified of the WORK REQUEST. The WORK REQUEST will contain a Statement of Work, proposed method of compensation (fixed price or time and materials), the period of performance and any special terms to the work contract. The vendors' responses to the WORK REQUEST will be evaluated based upon a set of criteria pre-established by the user agency specifications.

Second Tier Work Request Process

1. DIT receives Second Tier Work Request Process procedural training.
2. DIT accesses Acquisition Services Second Tier information, including category information, information on qualified vendors and the contracting process.
3. DIT ensures that WORK REQUEST contains measurable minimum qualifications based deliverables.
4. DIT performs Portfolio Risk/Severity assessment to determine appropriate approval levels
5. DIT emails WORK REQUEST to all vendors.
6. Vendors submit WORK REQUEST responses (response to statement of work, resume(s) and proposal) to DIT within specified time.
7. DIT conducts evaluation/checks references/interviews, negotiates and executes IT Work Contract with Contractor.
8. Vendor bills DIT for services that have been provided according to terms of Primary Contract and Work Contract.
9. DIT tracks Work Contract purchases against each Primary Contract and provides (quarterly) usage report to Acquisition Services.
10. DIT completes vendor performance "report card" and forwards copy to Acquisition Services.
11. Acquisition Services records and tracks vendor performance.

Method of Compensation

In each WORK REQUEST, DIT will select or propose a method of compensation that it believes to be in the agency's best interests and /or most reasonable and feasible based on the circumstances under which the services are to be provided. Generally, contracts/work contracts, time and material factors such as the nature of the tasks to be performed, the duration of the project, the expected work products/deliverables, etc., will be taken into consideration in proposing and determining the appropriate method of compensation. In addition, in certain cases, use of performance measures and/or incentives to improve work performance and ensure timely completion of projects may be included.

Information Technology Services Work Request

This Work Request is issued under your Contract with the Department of Management & Budget, Acquisition Services (DMB), as established as a result of Request For Proposals # 071I200xxxx.

Project Name:

Date Issued:

Respond By:

Category of Service Requested

- Data Warehouse**
- Security**
- Business requirements/needs assessment/system design/quality assurance**
- Strategic and Architectural Technology advice**
- Project Development Services**

Required Skill Category Requested

- Junior** – a minimum of one (1) year of recent experience and demonstrated knowledge, skills and abilities
- Journey** – a minimum of three (3) years of recent experience and demonstrated journey level knowledge skills, and abilities
- Senior** – a minimum of five (5) years of recent experience, and demonstrated superior knowledge, skills, and abilities
- Expert** – a minimum of ten (10) years of increasing levels of responsibilities, and supervisory or management responsibility
- Project Manager** – Expect skills plus a minimum of three (3) years of recent experience in managing projects

Expected Work Period

(start date) through (end date)

Project Background/History

Project Scope of Work

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Project Deliverables

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Other Factors for this Work Request
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AGENCY Project Manager Information

AGENCY Project Manager:					
Title:					
Phone:		Email:		Fax:	

SAMPLE FORMAT