

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

April 16, 2010

**CHANGE NOTICE NO. 4 (REVISED)  
 TO**

**CONTRACT NO. 071B3001414  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  <b>bill.schmidt@infotechfl.com</b>	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 3993 <b>Dale N. Reif</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2011</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby EXTENDED to August 31, 2011.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$612,572.00**

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

December 2, 2009

CHANGE NOTICE NO. 5  
TO

CONTRACT NO. 071B3001414  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b> <b>Email: CAROLE.DUVAL@infotechfl.com</b>	PHONE Carole L. DuVal <b>(352) 381-4453</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 3993 <b>Dale N. Reif</b>
Contract Compliance Inspector: Mark Lawrence (517) 241-1640 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2010</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

The purpose of this change notice is to update the contact information as follows:

Vendor Contact: Carole L. DuVal (352) 381-4453,  
email [CAROLE.DUVAL@infotechfl.com](mailto:CAROLE.DUVAL@infotechfl.com)

Contract Compliance Inspector: Mark Lawrence (517) 241-1640

**AUTHORITY/REASON(S):**

Per vendor and agency agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$612,572.00

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

November 19, 2009

**CHANGE NOTICE NO. 4  
 TO**

**CONTRACT NO. 071B3001414  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  <b>bill.schmidt@infotechfl.com</b>	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 3993 <b>Dale N. Reif</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2010</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby EXTENDED to August 31, 2010.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$612,572.00**

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

September 18, 2006

CHANGE NOTICE NO. 3 (REVISED)  
 TO

CONTRACT NO. 071B3001414  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 3993 <b>Dale N. Reif</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2009</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Contract revised to show the date change from 2006 to 2009.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$612,572.00**

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

September 11, 2006

**CHANGE NOTICE NO. 3  
 TO**

**CONTRACT NO. 071B3001414  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 3993 <b>Dale N. Reif</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2006</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective IMMEDIATELY, this contract is hereby INCREASED by \$225,000.00 and EXTENDED for three years with two optional extensions of two years each. The new buyer is Dale N. Reif.  
 All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per agency request and DMB/Purchasing Operations approval.

**INCREASE: \$225,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$612,572.00**

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

December 20, 2004

**CHANGE NOTICE NO. 2 (Revised)  
TO**

**CONTRACT NO. 071B3001414  
between  
THE STATE OF MICHIGAN  
and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 1455 <b>Laura Gyorkos</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective March 1, 2005, this contract, except for Section II-C Task 3, is hereby **EXTENDED** through August 31, 2006 and **INCREASED** by \$175,123.00. The new contract value is \$387,572.00.

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

**AUTHORITY/REASON:**

Per vendor request (Thomas P. Rothrock) on May 24, 2004 and DMB/Acquisition Services approval.

**INCREASE: \$175,123.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$387,572.00**

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

November 22, 2004

**CHANGE NOTICE NO. 2  
TO**

**CONTRACT NO. 071B3001414**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 1455 <b>Laura Gyorkos</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective March 1, 2005, this contract is hereby **EXTENDED** through August 31, 2006 and **INCREASED** by \$175,123.00. The new contract value is \$387,572.00.

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

**AUTHORITY/REASON:**

Per vendor request (Thomas P. Rothrock) on May 24, 2004 and DMB/Acquisition Services approval.

**INCREASE: \$175,123.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$387,572.00**

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 18, 2004

CHANGE NOTICE NO. 1  
TO

CONTRACT NO. 071B3001414  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373- 1455 <b>Laura Gyorkos</b>
Contract Compliance Inspector: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>February 28, 2005</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby **EXTENDED** for six months. The new contract end date is February 28, 2005. In addition the buyer has been **CHANGED** to Laura Gyorkos. All other terms and conditions remain the same.

**AUTHORITY/REASON:**

Per Agency contact, Cindy Turben, on August 9, 2004

Total Estimated Contract Value Remains: \$ 212,449.00

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

September 15, 2003

NOTICE  
 TO

CONTRACT NO. 071B3001414  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>  bill.schmidt@infotechfl.com	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-0301 <b>Sue Cieciwa</b>
Contract Administrator: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2004</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

The terms and conditions of this Contract are those of this Contract Agreement and the vendor's quote dated July 14, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$ 212,449.00

**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. 071B3001414**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Info Tech, Inc.</b> <b>5700 SW 34th Street, Suite 1235</b> <b>Gainesville, FL 32608</b>	PHONE John W. Schmidt, Jr. <b>(352) 381-4400</b> VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 <b>Sue Cieciva</b>
Contract Administrator: Cindy Turben (517) 335-6069 <b>FieldManager Local Support – Department of Information Technology – Department of Transportation</b>	
CONTRACT PERIOD: 1 year From: <b>September 1, 2003</b> To: <b>August 31, 2004</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of this Contract Agreement and the vendor's quote dated July 14, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b>  <b>Estimated Contract Value: \$ 212,449.00</b>	

<b>FOR THE VENDOR:</b>  <b>Info Tech, Inc.</b> _____ Firm Name  _____ Authorized Agent Signature  _____ Authorized Agent (Print or Type)  _____ Date	<b>FOR THE STATE:</b>  _____ Signature <b>Sean L. Carlson</b> _____ Name <b>Director, Acquisition Services</b> _____ Title  _____ Date
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**ACQUISITION SERVICES  
STATE OF MICHIGAN**

Contract# 071B3001414

**TABLE OF CONTENTS**

<b>INTRODUCTION .....</b>	<b>1</b>
<b>I-A PURPOSE .....</b>	<b>4</b>
<b>I-B TERM OF CONTRACT.....</b>	<b>4</b>
<b>I-C ISSUING OFFICE .....</b>	<b>4</b>
<b>I-D CONTRACT ADMINISTRATOR.....</b>	<b>5</b>
<b>I-E PURCHASE ORDERS .....</b>	<b>5</b>
<b>I-F COST LIABILITY.....</b>	<b>5</b>
<b>I-G CONTRACTOR RESPONSIBILITIES .....</b>	<b>6</b>
<b>I-H NEWS RELEASES.....</b>	<b>6</b>
<b>I-I DISCLOSURE .....</b>	<b>6</b>
<b>I-J ACCOUNTING RECORDS.....</b>	<b>6</b>
<b>I-K INDEMNIFICATION.....</b>	<b>6</b>
<b>I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS.....</b>	<b>9</b>
<b>I-M WARRANTIES AND REPRESENTATIONS .....</b>	<b>9</b>
<b>I-N TIME IS OF THE ESSENCE.....</b>	<b>9</b>
<b>I-O STAFFING OBLIGATIONS .....</b>	<b>10</b>
<b>I-P WORK PRODUCT AND OWNERSHIP .....</b>	<b>11</b>
<b>I-Q CONFIDENTIALITY OF DATA AND INFORMATION.....</b>	<b>11</b>
<b>I-R REMEDIES FOR BREACH OF CONFIDENTIALITY .....</b>	<b>12</b>
<b>I-S CONTRACTOR'S LIABILITY INSURANCE.....</b>	<b>12</b>
<b>I-T NOTICE AND RIGHT TO CURE .....</b>	<b>14</b>
<b>I-U CANCELLATION.....</b>	<b>14</b>
<b>I-V RIGHTS AND OBLIGATIONS UPON CANCELLATION .....</b>	<b>16</b>
<b>I-W EXCUSABLE FAILURE .....</b>	<b>16</b>
<b>I-X ASSIGNMENT .....</b>	<b>17</b>
<b>I-Y DELEGATION .....</b>	<b>17</b>
<b>I-Z NON-DISCRIMINATION CLAUSE .....</b>	<b>18</b>
<b>I-AA WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT .....</b>	<b>18</b>
<b>I-BB MODIFICATION OF SERVICE .....</b>	<b>18</b>
<b>I-CC NOTICES.....</b>	<b>20</b>
<b>I-DD ENTIRE AGREEMENT.....</b>	<b>20</b>
<b>I-EE NO WAIVER OF DEFAULT .....</b>	<b>20</b>
<b>I-FF SEVERABILITY.....</b>	<b>20</b>
<b>I-GG HEADINGS.....</b>	<b>21</b>
<b>I-HH RELATIONSHIP OF THE PARTIES .....</b>	<b>21</b>
<b>I-II UNFAIR LABOR PRACTICES.....</b>	<b>21</b>
<b>I-JJ SURVIVOR .....</b>	<b>21</b>
<b>I-KK GOVERNING LAW.....</b>	<b>21</b>
<b>I-LL YEAR 2000 SOFTWARE COMPLIANCE .....</b>	<b>21</b>
<b>I-MM CONTRACT DISTRIBUTION .....</b>	<b>22</b>
<b>I-NN SPECIAL TERMS AND CONDITIONS.....</b>	<b>24</b>
<b>I-OO STATEWIDE CONTRACTS .....</b>	<b>24</b>
<b>I-PP STATE STANDARDS.....</b>	<b>24</b>

I-QQ	USE OF MDOT STANDARD INFORMATION TECHNOLOGY ENVIRONMENT .....	25
I-RR	ELECTRONIC FUNDS TRANSFER.....	28
I-SS	TRANSITION ASSISTANCE .....	28
I-TT	DISCLOSURE OF LITIGATION .....	28
I-UU	STOP WORK.....	30
I-VV	ADDITIONAL CONTRACT RESPONSIBILITIES .....	30
II-A	BACKGROUND/PROBLEM STATEMENT .....	32
II-B	OBJECTIVES .....	32
II-C	TASKS.....	32
II-D	PROJECT CONTROL AND REPORTS .....	36
II-E	PRICE PROPOSAL.....	38
II-F	CONTRACT PAYMENT .....	38

## APPENDICES

A      Vendor Proposal – Excepts

## DEFINITION OF TERMS

TERMS	DEFINITIONS
<b>Contract</b>	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
<b>Contractor</b>	The successful bidder who is awarded a Contract.
<b>DMB</b>	Michigan Department of Management and Budget
<b>MDOT</b>	Michigan Department of Transportation
<b>RFP</b>	Request For Proposal - A term used by the State to solicit proposals for services such as consulting. Typically used when the requesting agency requires vendor assistance in identifying an acceptable manner of solving a problem.
<b>ITB</b>	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the RFP to interested potential bidders.
<b>Successful Bidder</b>	The bidder(s) awarded a Contract as a result of a solicitation.
<b>State</b>	The State of Michigan  For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
<b>Blanket Purchase Order</b>	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
<b>Expiration</b>	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
<b>Cancellation</b>	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
<b>Work Product</b>	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Contract is to provide Michigan Department of Transportation (MDOT) with FieldManager services for up to 150 local agency organizations in Michigan. Services include FieldManager training, distribution of software and associated documentation, maintenance, technical support, front line support, and administration services.

This Contract will be paid on a time and material basis for non-training services and firm fixed price for training services.

**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 in this Contract cover the period September 1, 2003 through August 31, 2004 with the option of two one year extensions. The issuance of this Contract provides no guarantee of work assignment. 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.

**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, Michigan Department of Transportation (MDOT) and the Michigan Department of Information Technology (MDIT). Where actions are a combination of those of Acquisition Services, MDOT and MDIT, the authority will be known as the State.

**Acquisition Services is the sole point of contact in the State with regard to all procurement and 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 Request For Proposal and any Contract(s) awarded as a result of this Request. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

**Sue Ciecwiwa, Buyer**  
Strategic Business Development  
DMB, Acquisition Services  
2<sup>nd</sup> Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909  
Email: CiecwiwaS@Michigan.gov  
Phone: (517) 373-0301



**I-D CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request 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:

**Cindy Turben**  
MDOT/MDIT  
Office of Information Management  
425 W. Ottawa, P.O. Box 30050  
Lansing, MI 48909  
Email: [Turbenc@Michigan.gov](mailto:Turbenc@Michigan.gov)  
Phone: (517) 335-6069

The Project Manager for this Contract is:

**Kevin Fox**  
Michigan Department of Transportation  
Construction & Technology Division  
425 W. Ottawa, P.O. Box 30050  
Lansing, MI 48909  
Email: [Foxk@Michigan.gov](mailto:Foxk@Michigan.gov)  
Phone: (517) 322-6223

Project Manager duties for specific projects under this Contract are subject to delegation by the above named Project Manager to a specific individual within MDOT/MDIT for which the work will be performed. This delegation by the above named Project Manger must be in writing.

**I-E PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number 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 any Contract resulting from this Request. Total liability of the State is limited to the terms and conditions of any resulting Contract.



**I-G CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State will consider 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 document 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.

**I-I DISCLOSURE**

All information in a bidder's proposal and any Contract resulting from this ITB 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**

1. Records

The Contractor will be 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.

2. Repayment

In the event that an audit performed by or on the behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowableness of an item of expense, MDOT shall promptly submit to the Contractor a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the Contractor at the completion of an audit.



Within sixty (60) days after the date of the Notice of Audit Results, the Contractor shall: (a) respond in writing to the responsible Bureau of MDOT indicating whether or not they concur with the audit report; (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and, (c) submit a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the Contractor may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE shall refer to and apply the language of the Agreement. The Contractor agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the Contractor, the Contractor shall repay that amount to MDOT, or reach agreement with MDOT on a repayment schedule, within thirty (30) days after the date of an invoice from MDOT. If the Contractor fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the Contractor agrees that MDOT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the Contractor under this contract, or any other agreement, or payable to the Contractor under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The Contractor expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the Contractor in a timely filed RESPONSE.

**I-K INDEMNIFICATION**

**A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

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

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or 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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**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 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. 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 one hundred eighty (180) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor.

**I-N TIME IS OF THE ESSENCE**

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

**I-O STAFFING OBLIGATIONS**

The State reserves the right to approve the Contractor's assignment of Key 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 Key Personnel until such time as the Key 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 Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key 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 Key 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 Key Personnel's employment.

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_



**I-P WORK PRODUCT AND OWNERSHIP**

1. 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. 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. All Work Products related to the FieldManager software will fall under the existing FieldManager ownership agreement between MDOT and Info Tech. All other Work Products shall belong exclusively to the State.
2. 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.
3. 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-Q CONFIDENTIALITY OF DATA AND INFORMATION**

1. 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 this Contract, or which become available to the Contractor in carrying out this 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.

2. 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.

**I-R REMEDIES FOR BREACH OF CONFIDENTIALITY**

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract 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-S 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.

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

The Insurance 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 are subject to approval 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 coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

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

- 1. Commercial General Liability with the following minimum coverages:

- \$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 INSUREDS on the Commercial General Liability policy.

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability 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. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.
- 5. Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease
- 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage
  - \$1,000,000 each occurrence and \$3,000,000 annual aggregate
  - \$3,000,000 each occurrence and \$5,000,000 annual aggregate
  - \$5,000,000 each occurrence and \$10,000,000 annual aggregate
- 7. Medical Professional Liability, minimum coverage
  - \$100,000 each occurrence and \$300,000 annual aggregate (*for single practitioner*)
  - \$200,000 each occurrence and \$600,000 annual aggregate (*for single practitioner*)
  - \$1,000,000 each occurrence and \$5,000,000 annual aggregate (*for group practice*)

**I-T 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-U CANCELLATION**

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

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, 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.



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 reprourement 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.

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

**I-V 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 agreements 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-W 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 thereunder 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-X 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-Y 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-Z NON-DISCRIMINATION CLAUSE**

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

**I-AA 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 [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs).

**I-BB MODIFICATION OF SERVICE**

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

Any Contract resulting from this RFP may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. 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 key 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 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-CC 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:

**John W. Schmidt, Jr.**  
Director, Contract Administration  
Info Tech, Inc.  
5700 SW 34<sup>th</sup> Street, Suite 1235  
Gainesville, FL 32608

For the State:

**Sue Cieciwa, Buyer**  
Strategic Business Development  
DMB, Acquisition Services  
2<sup>nd</sup> Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909

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

**I-DD ENTIRE AGREEMENT**

The contents of this document and the vendor's proposal will become contractual obligations, if a Contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The 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-EE NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this RFP 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-FF 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-GG 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-HH 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-II 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-JJ 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-KK 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-LL 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-MM 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-NN SPECIAL TERMS AND CONDITIONS**

1. The Contractor, during the performance of services detailed in this RFP, will be responsible for any loss or damage to original documents belonging to MDOT that are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.
2. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the MDOT Project Manager.
3. The Contractor shall agree that it will not volunteer, offer or sell its services to any litigant against MDOT with respect to any services that it has agreed to perform for MDOT, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.
4. All documents and other materials prepared by the Contractor during the execution of a Contract shall be the property of MDOT. This includes, but is not limited to, all new business processes created, all planning and design work performed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and reports. The State shall own and retain intellectual property rights covering technology developed as part of the services, described in the ITB.
5. The Contractor shall agree that they will not furnish or disclose any items owned by MDOT to a third party without the written permission of MDOT. This includes both items created as part of this contract and items owned by MDOT that are incidental to the Contract. The Contractor shall also agree not to use items owned by MDOT for other purposes without the prior written permission by MDOT.



6. Individuals assigned by the Contractor are employees of that Contractor, and are not, under any circumstances or conditions, employees of MDOT.
7. MDOT will retain the right to release outright or request the replacement of any Contractor representative who is working at an inferior level of performance, as determined by the MDOT Project Manager. The Contractor will be given 24 hours advance notice of this action. The Contractor shall provide an acceptable replacement within five (5) working days of notice of this release.
8. The Contractor will assume full responsibility for the behavior of its employees and will remove any of its employees from MDOT premises at the request of the MDOT Project Manager.
9. Project team members assigned to the project may not be replaced during the course of the project without the prior approval of the Department's project manager. The Department's project managers and/or his representatives may interview candidates prior to this approval.
10. The Contractor shall use all MDOT software in accordance with applicable license agreements and any further restrictions imposed by MDOT. Contractors shall not make any unauthorized copies of any MDOT licensed software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes, are subject to removal. Contractors shall not provide software to any outsiders including consultants, local governmental units and others when this would be in violation of law or copyright or license agreements.
11. The Contractor will certify in writing that they are in conformance with applicable federal and state civil rights laws and practices, equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans With Disabilities Act. Failure to comply with the aforementioned laws may result in the termination of the Contract.
12. The Contractor is responsible for maintaining the confidentiality of their passwords and is liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of MDOT systems or networks is prohibited. Each person must use MDOT systems and networks only for lawful purposes. Specifically prohibited is any use of MDOT systems or disclosure of MDOT data which would constitute a criminal offense, give rise to civil liability, violate any MDOT or State of Michigan policy, or otherwise violate any applicable local, state or federal law. This also applies to any computer systems or networks that are accessed from MDOT computer systems and networks.
13. MDOT has developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The Contractor must follow any and all standards adopted by MDOT. Where standards do not exist, the final acceptance of any new technique, technology or design will rest with the MDOT Project Manager and the MDIT Agency Services Information Officer . The acceptance of any new technique, technology or design by the MDOT Project Manager and the MDIT Agency Services Information Officer must be in writing. Current IT Standards include but are not limited to: Logical Date Modeling Standards and Procedures, Data Element Standards and Procedures, GUI Design/Development Standards and Guidelines, Systems Development Documentation Standards and Guidelines, Power builder Development Standards and Testing Standards.



MDOT will provide the applicable standards to the Contractor as well as notices of changes that occur during the life of the contract.

14. MDOT, In accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that in any Contract entered into pursuant to this Invitation to Bid, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
15. MDOT reserves the right to interview and approve the Contractor's personnel. MDOT reserves the right to reject any proposed staff member and require the appointment of a satisfactory Contractor staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing.
16. The Contractor shall use and take advantage of existing data sources created by other MDOT automation projects. These data sources shall not be duplicated without prior written approval by the MDOT Project Manager and the MDIT Agency Services Information Officer.
17. The Contractor will not be limited to the tasks identified in this document or work plan, and may supplement them with an alternate list of tasks or sub-tasks that will still permit the proper development of the project. Any additions or modifications of the tasks by the Contractor must be so noted, along with reasons the changes were necessary. Changes and modifications are subject to approval by the MDOT Project Manager.

**I-00 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-PP 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 <http://michigan.gov/dit>.
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, as well as the State of Michigan Project Management Methodology, from the Department of Information Technology's website at <http://www.michigan.gov/projectmanagement>.



The contractor shall use the State's PPM 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. ADHERENCE TO PORTAL TECHNOLOGY TOOLS.** The State of Michigan, Department of Information Technology, has adopted the following tools as its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- e-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

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, Enterprise Application Services Office, e-Michigan Web Development team.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team, for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

**I-QQ USE OF MDOT STANDARD INFORMATION TECHNOLOGY ENVIRONMENT**

All software and hardware items provided by the Contractor must run on and be compatible with the MDOT Standard Information Technology Environment. It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment. Any changes must be approved, in writing, by the MDOT Project Manager and the MDIT Agency Services Officer, before work may proceed based on the changed environment.

Additionally, the State needs to be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDOT. The Contractor must request, in writing, approval to use non-standard software development tools. The MDOT Project Manager and the MDIT Information Services Officer, before use on any MDOT project, must approve any tools, in writing.

The MDOT Standard Information Technology Environment consists of the Desktop Environment, Project Management Tools, the Business System Development Environment, the Web / Intranet Site and Application Development Environment, the Security Environment, and the Network Environment.



**Window NT Desktop Environment**

- Microsoft Office/Office Professional, version XP
- Novell GroupWise 5.5.4
- Microsoft Internet Explorer 5.0 +
- Oracle NetServices
- Novell Client Service for Netware 4.11

**Project Management Tools**

- Niku Version 5.2 or higher (State of Michigan standard)
- Microsoft Project 2000 (on approval of DEPARTMENT OF INFORMATION TECHNOLOGY'S AGENCY SERVICES INFORMATIN OFFICER )

**Business System Development Environment – Client/Server & Enterprise Web System Development**

- IDEF for business process re-engineering
- Erwin - Data Modeling
- BPWin - Business Process Modeling
- Enterprise application Studio (PowerBuilder 7.x PowerJ 3.x, PowerSite)
- Enterprise Application Server 3.x (Jaguar CTS 3.x, PowerDynamo)

Development Languages, Tools

- Powerscript
- Java 2.x
- IBM Websphere, Studio Application Developer for Windows v.4+

Application Servers

- Sybase EAS Web Server on Microsoft IIS Web Server, version 4.0 on NT 4.0
- IBM WebSphere Application Server – Developer Edition
- IBM WebSphere Application Server – Enterprise Edition, v. 4.x + for Sun Solaris

**Web / intranet Site and Application Development Environment**

Development Languages, Tools:

- JavaScript
- Cold Fusion version 4.5 or higher
- Java 2.X
- IBM WebSphere. Studio Application Developer for Windows v. 4.x

Application Servers

- Cold Fusion, Enterprise Server version 4.5 or higher on Netscape Enterprise Server version 3.51 or greater on NT 4.0
- IBM WebSphere Application Server - Developer Edition
- IBM WebSphere Application Server - Enterprise Edition, v. 4.x + for Sun Solaris

Web / intranet Servers:

- Netscape Enterprise Server version 3.51 or greater on NT 4.0



Web / intranet Development Tools:

- Adobe Acrobat 5.0+
- Allaire HomeSite 4.5+
- Allaire Cold Fusion Studio 4.5+
- Macromedia Dreamweaver 4.0+
- IBM WebSphere Studio Homepage Builder

Web Content Management

- Vignette Content Manager, version 6

Electronic Documents:

- Adobe Acrobat version 5.0 +

Document Management

- FileNET Panagon for document management
- Bentley ProjectWise for CAD file management

Electronic Forms:

- Presentation: Adobe Acrobat version 5.0 +
- Creation: Omni Form version 4.0 +
- FileNET Panagon eForms for document management

**Testing Environment**

- TestDirector 6.0 for storing test steps and cases
- WinRunner 6.0 for automating test runs
- LoadRunner 6.0 for load testing

**Security Environment**

- MDOT Single Login
- NT validation (Novell NDS for NT, LDAP)
- MDOT provided SQL security database
- MDOT provided validation and code for PowerBuilder
- Padlock
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

MDOT requires that its single - login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the MDOT Project Manager and the MDIT Agency Services Officer.

**Network Environment**

- Cisco Routers
- IPX and IP routing
- 10 BaseT, 100 BaseT and 1000BaseT Ethernet for desktops
- T-1 or 56K connections
- HP OpenView
- Node Runner
- Cisco and Shiva remote access servers



- GroupWise
- Sun 4000/4500 series servers
- Solaris8 or higher
- Oracle8i
- Netware 4.11 and 4.2
- Netware NFS & Sun NFS 3.0+
- NT 4.0 server
- Novell NDS for NT
- Citrix ICA client
- Oracle NetServices

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

**I-RR 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 at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-SS 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 60 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-TT DISCLOSURE OF LITIGATION**

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.



2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years preceding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
  
3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
  
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
  - a. the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
  - b. whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.
  
5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.



**I-UU 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 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-VV ADDITIONAL CONTRACT RESPONSIBILITIES**

1. MDOT Responsibilities.
  - a. Staff an MDOT FieldManager help desk for local agencies and consultants to contact MDOT regarding issues listed below that are MDOT's responsibility. MDOT help desk tasks include:



- i. Provide the ongoing support local agencies and consultants will need in order to make their utilization of FieldManager conform to MDOT requirements. For example, answering questions about MDOT's reference file, using FieldManager to prepare project data so it will meet MDOT standards, submitting estimates and contract modifications to MDOT, etc. For further information, see the FieldManager User's Guide Supplement For Michigan Local Agencies and Consultants.
    - ii. Support the methods and procedures for transmitting FieldManager data files back and forth between MDOT and each local agency and consultant organization. This includes MDOT sending contract initialization files to local agencies, and local agencies and consultants sending construction pay estimate and contract modification data files to MDOT.
    - iii. Field comments about the Contractor's performance under the service contract.
  - b. Maintain and make available the following FieldManager files to local agencies and consultant firms using FieldManager:
    - i. Contract Initialization Files.
    - ii. MDOT's Logo File.
    - iii. FieldManager List Of Local Agency District Numbers (pdf file).
    - iv. FieldManager List Of MDOT Office District Numbers (pdf file).
    - v. MDOT's FieldBook INI File.
    - vi. MDOT's FieldManager INI File.
    - vii. MDOT's FieldManager Reference File.
    - viii. FieldManager User's Guide Supplement For Michigan Local Agencies and Consultants (pdf file).
  - c. Provide the Contractor with a list of local agencies that are eligible to participate in this program. Also provide the Contractor with updates to the list as needed to enable the Contractor to verify that entities requesting services from the Contractor are eligible for coverage under the services contract.

**2. Contractor Responsibilities**

- a. Provide competent staff, as evidenced by resumes, in sufficient number to meet project objectives and schedule. Staff substitutions may only be made with prior written approval of the MDOT Project Manager. MDOT reserves the right to reject any proposed team member and require the appointment of a satisfactory replacement.
- b. Provide competent staff, as evidenced by resumes, within five (5) days of notifications by MDOT.
- c. MDOT reserves the right to order the replacement of any person who is working at an inferior level of performance. The Contractor shall replace all employees whose work was found to be unsatisfactory within five (5) working days of notification.
- d. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior written approval of the MDOT Project Manager. MDOT reserves the right to reject any proposed Key Personnel and require the appointment of a satisfactory replacement.
- e. Any MDOT resources provided shall be used only for purposes of this project.



**SECTION II  
WORK STATEMENT**

**II-A BACKGROUND/PROBLEM STATEMENT**

Management of Michigan’s road and bridge construction program is one of the Michigan Department Of Transportation’s (MDOT) most critical functions. The FieldManager suite of software is an essential part of this function as the software’s use is mandated by the State for all construction projects. This contract provides FieldManager support and training to approximately 500 users at up to 150 local government agencies in Michigan involving approximately \$700 million annually in construction projects. The contract also provides FieldManager training for MDOT staff working at approximately 40 Transportation Service Centers (TSCs) and field offices responsible for overall management of Michigan’s approximately \$1.3 billion annual construction program using the FieldManager software. These services are required from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding State of Michigan Holidays.

**II-B OBJECTIVES**

Provide FieldManager services for up to 150 local government agency organizations in Michigan. The activities to be performed by the Contractor include distribution of software and documentation, training, support, and maintenance of the FieldManager software for locals in Michigan. MDOT employees may also attend FieldManager training classes in addition to local agency staff. The services include the following activities:

1. Providing FieldManager software support to authorized recipients.
2. Maintaining a database of covered locals.
3. Providing initial software and documentation distribution to authorized recipients.
4. Providing software and documentation updates to authorized recipients.
5. Conducting comprehensive end-user training for local agency and MDOT employees.
6. Conducting surveys to evaluate quality of software and services.
7. Maintaining software and documentation for local agency related support issues.
8. Administering the FieldManager support program for local agencies.

**II-C TASKS**

1. Within three working days of receiving a valid request from an eligible local agency, the Contractor will prepare and ship to each entity that has not already received the FieldManager software, the following materials of the FieldManager release in use by MDOT:
  - a. New shipment cover letter that includes the following:
    - i. A statement indicating that MDOT requires local agencies to obtain FieldManager if they have a construction contract(s) let by the Department, and an employee(s) of the local agency organization is performing the construction contract documentation functions. If a local agency has contracted with a consultant firm to perform the contract documentation functions, then the local agency is responsible for ensuring the consultant uses FieldManager, but the consultant firm is responsible for licensing the FieldManager software from the Contractor.



- ii. Request to contact the Contractor if the local agency no longer needs FieldManager.
  - iii. MDOT specific information as specified by MDOT. For example, an instruction requesting local agencies to follow all instructions in the MDOT's User's Guide Supplement for Michigan Local Agencies and Consultants.
- b. CD-ROM containing a copy of the FieldManager, FieldBook, FieldPad and FieldBuilder software and documentation.
  - c. Configuration files diskette containing MDOT's configuration files.
  - d. Printed copy of FieldManager User's Guide.
  - e. Printed copy of FieldManager Tutorial.
  - f. Printed copy of FieldBook Tutorial.
  - g. Printed copy of MDOT's User's Guide Supplement for Michigan Local Agencies and Consultants (MDOT will supply the Contractor with a current master copy of this document).

To ensure that municipalities do not unnecessarily obtain the software, the Contractor shall upon receiving a request from a municipality, query the requester to ensure that they have an MDOT let contract. FieldManager should be shipped to only those municipalities that have indicated they have a valid MDOT let contract. In the event of a dispute, the Contractor shall instruct the municipality to contact the MDOT Project Manager. The MDOT Project Manager must give the Contractor written approval before the Contractor ships FieldManager to a municipality that does not have a valid MDOT let contract.

The Contractor shall maintain a list of "active" local agencies that have received FieldManager. A local agency or the MDOT Project Manager may contact the Contractor and request that a local agency be removed from the "active" list.

- 2. Within 30 days of request from MDOT, the Contractor will provide a product distribution update to "active" local agencies that have already received FieldManager. The update will keep the software and documentation used by the local agencies current with the release being used by MDOT. MDOT anticipates that there usually should not be more than two product distribution updates required per year. Each entity will receive from the Contractor the following FieldManager materials of the release specified by MDOT:
  - a. New release cover letter that includes the following:
    - i. Date of MDOT's upgrade deadline (MDOT will supply the Contractor with this date).
    - ii. A statement indicating that MDOT requires local agencies to obtain FieldManager if they have a construction contract(s) let by the Department, and an employee(s) of the local agency organization is performing the construction contract documentation functions. If a local agency has contracted with a consultant firm to perform the contract documentation functions, then the local agency is responsible for ensuring the consultant uses FieldManager, but the consultant firm is responsible for licensing the FieldManager software.
    - iii. Request to contact the Contractor if the local agency no longer needs FieldManager.
    - iv. MDOT specific information as specified by MDOT. For example, an instruction requesting local agencies to change contract modification signature labels in FieldManager's System Configuration – Signatures tab.



- b. CD-ROM containing a copy of the FieldManager, FieldBook, FieldPad, FieldBuilder, and conversion program (if necessary) software and documentation.
  - c. Configuration files diskette containing MDOT's configuration files.
  - d. Printed copy of Conversion Program User's Guide (if necessary).
  - e. Printed copy of new release changes list.
  - f. Printed copy of MDOT's User's Guide Supplement for Michigan Local Agencies and Consultants (MDOT will supply the Contractor with a master copy of this document).
3. To support new local agency and MDOT personnel in getting started with FieldManager, the Contractor will offer up to 5 two-day training classes per year. The Contractor will provide MDOT a listing of class dates for MDOT approval. MDOT also reserves the right to specify class dates and will notify the Contractor at least 60 days in advance of the specified class date. Two Contractor instructors will conduct each class. Each class participant will receive from the Contractor the following FieldManager materials of the release in use by MDOT:
- a. Printed copy of FieldManager Tutorial.
  - b. Printed copy of MDOT's User's Guide Supplement for Michigan Local Agencies and Consultants (MDOT will supply the Contractor with a master copy of this document).

Any entity appearing on MDOT's list of local agencies that are eligible to participate in the program may send representatives to a class session at no cost. MDOT may also send employees to a class session at no cost. Class size will be limited to a maximum of 25 participants from a maximum of 15 entities, unless mutually agreed by MDOT and the Contractor. The five potential classes will thus accommodate up to 125 users per year. Local agencies will contact the Contractor directly to register for classes. MDOT will contact the Contractor to register MDOT employees in classes. The Contractor will provide a class roster of training attendees and their employers to MDOT within 15 days after each class has been completed.

Contractor instructors will give each class participant a class evaluation form approved by MDOT and request the evaluation be filled out and returned to the instructor before leaving the class. The Contractor will summarize the results of the evaluations for each class into a summarization report in a format approved by MDOT. The summarization report and individual evaluations will then be submitted to MDOT within 15 days after each class has been completed.

Training classes will be held at the following locations: Lansing, Detroit, Grand Rapids, Alpena and/or Gaylord, and location(s) in Michigan's Upper Peninsula. Locations can be adjusted by mutual agreement between MDOT and the Contractor.

4. The Contractor will provide local agencies with help desk services which include telephone and e-mail support for the purpose of assuring proper FieldManager installation, operation, and use of the software. The Contractor will answer technical and usage questions not specific to MDOT business practices. MDOT may also initiate requests for support regarding MDOT let local agency construction contracts to correct software errors, data fixes, etc.



Upon receiving a support request that is “urgent”, the Contractor will assign a call ticket and track the request until resolved. The Contractor will give the request the highest priority within the company and initiate immediate action to get that agency back into production. Requests are considered “urgent” when FieldManager is down and is not available to one or more users, or FieldManager is not working properly and is severely impacting the business process so a local agency or MDOT is unable to perform a critical business function (such as generating an estimate or paying a contractor). It is the responsibility of the requestor to clearly communicate that their request is an “urgent” situation.

Upon receiving a support request that is not “urgent” the Contractor will assign a call ticket and track the request until resolved. The Contractor shall attempt to close out all support requests within 24 hours. If a request cannot be satisfactorily closed out within 24 hours, an escalated rating shall be assigned requiring additional effort, and an attempt will be made to resolve the request within 48 hours. If the request cannot be satisfactorily closed out within 48 hours, the requester will be updated periodically regarding the status of the situation and notified promptly of a decision to enter the issue into a FieldManager maintenance database for addressing in a future FieldManager release.

A support request shall only be considered closed when the request has been resolved or when a formal maintenance action item has been generated. If a situation occurs where a request remains open beyond the maximum 48-hour time frame, the Contractor will give top priority to the request and continue to work on the problem, seeking the earliest possible resolution. The Contractor will keep the requester informed of the status of the situation on a daily basis.

The Contractor’s help desk services shall be available from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding State of Michigan Holidays. Support for MDOT business practices will be provided by an MDOT staffed help desk.

5. The Contractor will provide to MDOT on a monthly basis a log that lists all help desk requests that the Contractor received from local agencies and MDOT during the reporting month. The list should include the organization name, description of request, date request received, an indication if the request has been resolved, date request resolved, description of resolution, and the total number of requests received from local agencies and MDOT during the month. Unresolved requests should carry over to the report prepared for the following month. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.
6. The Contractor will provide to MDOT on a monthly basis a list containing all issues in the FieldManager maintenance database (referenced in task #4 above) to be addressed in a future FieldManager release. The list should include the name of the organization identifying the issue, maintenance issue description, date identified, and the total number of issues on the list. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.



7. The Contractor will provide to MDOT on a monthly basis a list of all “active” local agencies in Michigan that have received FieldManager from the Contractor. The list should include the name of each entity, address, contact person and title, phone number, date of initial software shipment, and the total number of local agencies on the list. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.
8. The Contractor will provide to MDOT on a monthly basis a list of all local agencies and private firms in Michigan that have been removed from the “active” list. The list should include the name of each entity removed, address, contact person and title, phone number, date of initial software shipment, organization requesting removal from the “active” list, date the Contractor received the removal request or date the organization’s license expired, and the total number of organizations on the list. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.
9. The Contractor will provide to MDOT on a monthly basis a list of private firms in Michigan that have an active license or have purchased FieldManager from the Contractor. The list should include the name of each firm, address, contact person, phone number, the number licensed/purchased, date software was shipped, and the total number of consultants on the list. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.
10. The Contractor will provide to MDOT on a monthly basis a list of all software and documentation maintenance tasks performed by the Contractor under this agreement during the reporting month. The list should include a description of each task, task number, customer, release reported, source, TMR number, and status. The report format must be approved by MDOT. The report must be submitted to MDOT by the 15<sup>th</sup> of each month and be current as of the end of the previous month.
11. To help evaluate the quality of the FieldManager software and the Contractor’s services under this agreement, within 30 days of request from MDOT, the Contractor will prepare and distribute one survey per year to all “active” local agencies that have received FieldManager. MDOT will provide a list of questions to the Contractor that must be included on the survey. The final survey questions and form must be approved by MDOT before it is distributed to local agencies. The Contractor will request the surveys be filled out and returned to the Contractor by a date approved by MDOT. The Contractor will summarize the results of the surveys into a summarization report in a format approved by MDOT. The summarization report and individual surveys will then be submitted to MDOT within 60 days after the survey has been distributed.

**II-D PROJECT CONTROL AND REPORTS**

**1. Project Control**

- a. The MDOT Project Manager will review progress reports and deliverables and will review and approve payments.



- b. The Contractor must appoint a Project Manager that is available for consultation with MDOT upon request. The Contractor Project Manager must be knowledgeable of both the FieldManager technical and business issues and be an excellent communicator. The Contractor Project Manager must respond to all requests submitted by the MDOT Project Manager within five (5) working days.
- c. Although there will be continuous liaison with the Contractor team, the Contractor's project manager will meet with the MDOT Project Manager upon request. These meetings may include reviewing progress and providing necessary guidance to the Contractor in solving problems which arise. All areas of significant decision making that pertain to this project must be reviewed in detail with the MDOT Project Manager prior to any final decision. The MDOT Project Manager will review and approve payment.
- d. Conferences, meetings, or conference calls may be held by the MDOT Contract Administrator or the MDOT Project Manager to review progress and rechart direction. These engagements will be attended by MDOT and the Contractor Project Manager. Key Contractor team members may also be requested to attend. The Contractor will receive appropriate advanced notice from MDOT prior to each engagement.
- e. Within ten (10) working days of the award of the Contract, the Contractor will submit to the MDOT Project Manager for final approval a work plan. This final implementation plan must be in agreement with section IV-C subsection 2 as proposed by the bidder and accepted by the State for Contract, and must include the following:
  - 1) The Contractor's project organizational structure.
  - 2) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.
  - 3) Resumes of all proposed team members.
  - 4) A brief explanation of each proposed team member's role in the project.
  - 5) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  - 6) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.
- f. All reports and deliverables to be furnished by the Contractor under this agreement will be delivered to the MDOT Project Manager and are subject to approval by the MDOT Project Manager. The Contractor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.
- g. All correspondence that is sent to local agencies under this contract must be approved by the MDOT Project Manager prior to distribution to local agencies. The Contractor will inspect all correspondence for accuracy and adequacy prior to delivery.
- h. All documentation (reports, lists, evaluations, surveys, etc.) prepared by the Contractor under this agreement must be submitted to MDOT as both a printed hard copy and in an Adobe Acrobat or MS Word electronic format. Alternative electronic formats must be mutually agreed upon by MDOT and the Contractor.



- i. All documentation submitted to MDOT by the Contractor must contain a title page with the following information:

- Contract Number
- Contract Expiration Date
- Task Name (if applicable)
- Name Of Contractor
- Contractor Project Director
- Date Of Deliverable Or Report
- Time Period Of Deliverable Or Report

2. Reports

- a. Monthly progress reports must be submitted with the monthly billing invoice in a format approved by MDOT. The progress report must include a summarization of activities during the past month. This includes identifying deliverables delivered to MDOT during the past month, work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the MDOT Project Manager; and notification of any significant deviation from previously agreed-upon work plans or schedule. A copy of this report will be forwarded to the named buyer in Acquisition Services.

**II-E PRICE PROPOSAL**

1. Prices/Rates

All prices/rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

2. Cost Certification Language

The Contractor agrees that the costs reported to the Department for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The Contractor also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

**II-F CONTRACT PAYMENT**

Non training support services on this contract will be paid on a time & material basis and will not exceed \$155,289.00 as set forth in the Contractor's approved proposal. Invoices will be submitted monthly for actual hours worked. Receipts for all direct expenses related to these services shall be attached to the invoice.

Training services on this contract will be paid on a fixed unit price per deliverable basis and will not exceed \$57,160.00 as set forth in the Contractor's approved proposal.

Non-training support services and training services must be submitted on separate invoices.



**Appendix A: Vendor Proposal - Excerpts**

**FIELDMANAGER SERVICES TO MDOT LOCALS**

As outlined in your FieldManager Services to Locals Requirements Document of March 1, 2002, Info Tech is to provide FieldManager services for up to 150 local agency organizations in Michigan. Due to extension of the previous year's contract, the renewal contract will cover the period July 1, 2003 – June 30, 2004 (one year), with an option to renew for up to two additional one-year increments at updated prices appropriate for those years. This letter sets forth Info Tech's proposal to provide services under the above captioned contract renewal for one year commencing on July 1, 2003.

The activities to be performed by Info Tech include distribution of the software and documentation to authorized recipients, end-user training, technical support, and maintenance of the product, and administration of the Locals program. An enumeration of the responsibilities of Info Tech and MDOT are contained in the "*FieldManager Services to Locals Contract – MDOT Requirements Document*," dated March 1, 2002. Per our marketing and distribution agreement, MDOT has the right to provide the FieldManager software at no cost to its locals. However, Info Tech is to be compensated for providing the additional services outlined above to this group. For planning purposes, a figure of 150 locals (cities and counties) has been established.

To determine appropriate pricing for supporting MDOT's local governmental entities and their FieldManager users we have reviewed last year's activities and identified the tasks we believe will be required to effectively discharge our obligations and to properly represent FieldManager under this agreement for a period of one year. These activities include staffing the technical support function, maintaining a database of covered locals, providing initial software distribution and updates during the year, conducting comprehensive user training, maintaining the product and documentation, and administering the Locals support program. The total estimated price for these activities, assuming 150 locals and 5 training sessions, is \$212,449 estimated as shown below.

**TERMS AND CONDITIONS.....CONTRACT #071B3001414**



	Dir.	SC/SM	Sr. Ldr.	Sr. Ana	Syst. Ana.	P/A	Pgmr.	Cler.	Total Hours	Labor Dollars	Direct Expenses	Total Dollars	Unit Quantity	Unit Price
Distribution of software & documents to new Locals	2	9	-	-	-	5	1	19	36	\$ 2,979	\$ 456	\$ 3,435		
Distribution of up to two software release updates & documents	2	29	-	-	96	71	54	64	316	\$ 22,543	\$ 997	\$ 23,540		
Technical & user support	1	40	-	127	223	382	308	15	1,096	\$ 74,696	\$ 269	\$ 74,965		
Software & documentation maintenance	6	6	-	105	17	247	-	2	383	\$ 27,840	\$ 108	\$ 27,948		
Project management, administration & reports	24	64	-	-	3	3	8	1	103	\$ 14,865	\$ 82	\$ 14,947		
Create, distribute, analyze & report results of "Satisfaction Survey of Locals"	5	38	-	-	3	46	8	2	102	\$ 10,322	\$ 132	\$ 10,454		
<b>Subtotal non-Training Services</b>	<b>40</b>	<b>186</b>	<b>-</b>	<b>232</b>	<b>342</b>	<b>754</b>	<b>379</b>	<b>103</b>	<b>2,036</b>	<b>\$ 153,245</b>	<b>\$ 2,044</b>	<b>\$ 155,289</b>		
Conduct five end-user training classes (2 days and 2 instructors each)	-	-	-	-	-	320	-	9	329	\$ 22,670	\$ 8,660	\$ 31,330	5	\$ 6,266.08
Obtain training site, schedule & coordinate five training classes	2	17	-	-	7	155	11	13	205	\$ 15,995	\$ 692	\$ 16,687	5	\$ 3,337.35
Reproduce, pack & ship training docs. for five classes of 25 students	-	-	-	-	6	73	-	6	85	\$ 5,915	\$ 3,228	\$ 9,143	125	\$ 73.14
<b>Subtotal Training Services</b>	<b>2</b>	<b>17</b>	<b>-</b>	<b>-</b>	<b>13</b>	<b>548</b>	<b>11</b>	<b>28</b>	<b>619</b>	<b>\$ 44,580</b>	<b>\$ 12,580</b>	<b>\$ 57,160</b>		
<b>Contract Total</b>	<b>42</b>	<b>203</b>	<b>-</b>	<b>232</b>	<b>355</b>	<b>1,302</b>	<b>390</b>	<b>131</b>	<b>2,655</b>	<b>\$ 197,825</b>	<b>\$ 14,624</b>	<b>\$ 212,449</b>		



We have distilled the critical elements contained in both our FieldManager Marketing and Distribution Agreement and the MDOT FieldManager Services to Locals Requirements Document to nine high-level principles that we recommend serve as the underpinning of this agreement:

1. Pricing for Info Tech’s services other than training in support of MDOT’s locals is estimated at Info Tech’s actual costs. Estimated labor charges reflect anticipated hours to be expended in each labor category, average salary expenses for the anticipated project participants in each labor category, and approved rates for overhead and facilities capital cost of money, but no allowance for a fee (profit) except on training activities. Training activities are shown as the last three items in the exhibit above, and are quoted at firm fixed unit prices that reflect our customary fee in addition to the other approved rates. Direct expenses are estimated at cost. Invoicing will be performed on a time and materials basis reflecting our actual hours worked at actual salary rates paid, plus overhead, facilities capital cost of money, and actual direct expenses incurred, except for training services, which will be invoiced in accordance with the fixed unit prices stated above. Receipts for all direct expenses related to services other than training shall be attached to the invoice. We do not anticipate the need to exceed the estimated contract total price stated above. However, if unforeseen circumstances make a budget overrun appear likely, we will alert you to this situation as early as possible to give you the opportunity to assess our progress and to determine the best course of action going forward. Info Tech will not be required to provide services that will produce charges in excess of the contract total price.
  
2. MDOT maintains its right and license to FieldManager for its own use and for use by its locals through our FieldManager Marketing and Distribution Agreement.
  
3. In order to compensate Info Tech for providing support services other than training to the local agencies in Michigan, MDOT will pay Info Tech on a time and materials basis as described in Paragraph 1 above for monthly support services commencing on July 1, 2003. These services shall consist of the following items, estimated for the full year:
 

• Technical & User Support	\$ 74,965
• Software & Documentation Maintenance	\$ 27,948
• Project Management, Administration & Reporting	<u>\$ 14,947</u>
<b>Total</b>	<b><u>\$117,860</u></b>
  
4. The additional items detailed in the cost proposal section for distribution of software and documentation to new locals, distribution of each update, and conducting an annual user survey will be invoiced on a time and materials basis as described in Paragraph 1 above. Training services will be invoiced in accordance with firm fixed unit prices as described in Paragraph 1 above.
  
5. To support the locals and MDOT personnel in both getting started with FieldManager and periodically upgrading their skills, Info Tech will offer up to five (5) two-day training classes as detailed in the *“FieldManager Services to Locals Contract – MDOT Requirements Document,”* dated March 1, 2002. Info Tech will invoice on a firm fixed unit price basis as described in Paragraph 1 above for conducting and providing the required documentation for each of five training classes, including costs for securing an appropriate training site; coordinating and scheduling attendees; preparing for and conducting the class; providing basic classroom amenities (PC projector, screen, coffee, etc.); reproduction, packing and shipping of documentation; travel, lodging and per diem; analyzing class critiques; and follow-up reporting to MDOT. Additional classes may be arranged at the same firm fixed



unit prices to the extent that time, budget, and scheduling will permit. If an offsite facility is used an additional seven hundred fifty dollars (\$750.00) per class will be charged.

6. Support for MDOT business practices will be provided to locals by MDOT as detailed in the MDOT Responsibilities section of the *"FieldManager Services to Locals Contract – MDOT Requirements Document,"* dated March 1, 2002. End-user training will not be provided except as specified in Paragraph 5 above, or as might be contracted for on a separate basis. No royalty payments will be payable to MDOT for such related contracts with locals within the State of Michigan.
7. MDOT agrees that the price paid by MDOT for an annual services contract to support its locals in their use of FieldManager under the terms of this agreement shall not contribute to FieldManager revenue for royalty payment calculation purposes under the terms of our FieldManager marketing and distribution agreement.
8. Info Tech authorizes MDOT to create a linkage from MDOT's Internet website to the Info Tech FieldManager website and to make it available to their subscribers.
9. Info Tech agrees to all conditions contained in the *"FieldManager Services to Locals Contract – MDOT Requirements Document,"* dated March 1, 2002. Should MDOT wish to extend this agreement for an additional one-year period, MDOT will so notify Info Tech at least 120 days prior to the expiration of this agreement, and Info Tech will either develop a cost estimate for the additional year and provide it to MDOT at least 90 days prior to the expiration of this agreement, or notify MDOT at least 90 days prior to the expiration of this agreement that Info Tech does not wish to provide services for the additional period.