

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

October 10, 2008

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B4200381
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910 Email: tim.robl@eds.com	TELEPHONE (517) 272-5694 Tim Robl
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this contract has been **INCREASED** by \$9,700,000.00 and **EXTENDED** to 9/30/2009. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB, DIT and agency and vendor agreement as approved at the 9/30/2008 Ad Board..

INCREASE: \$9,700,000.00

TOTAL REVISED CONTRACT VALUE: \$48,136,020.00

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

September 18, 2007

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B4200381
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910 Email: Gary.LaRoy@eds.com	TELEPHONE (517) 272-5678 Gary LaRoy
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2008	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, this contract has been INCREASED by \$6,500,000.00 and EXTENDED to 9/30/2008. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB, DIT and agency and vendor agreement.

INCREASE: \$6,500,000.00

TOTAL REVISED CONTRACT VALUE: \$38,386,020.00

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

June 7, 2006

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200381
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910	TELEPHONE (517) 272-5678 Gary Anthony
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Joann Klasko
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

**Effective immediately, this contract has been INCREASED by \$10,000,000.00.
 All other terms, conditions, specifications and pricing remain unchanged.**

The buyer has changed to Joann Klasko

AUTHORITY/REASON:

Per agency and vendor agreement.

AMOUNT OF INCREASE: \$10,000,000.00

NEW TOTAL ESTIMATED CONTRACT VALUE: \$31,886,020.00

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

April 7, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200381
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910	TELEPHONE (517) 272-5678 Gary Anthony
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately the attached pricing hereby replaces the pricing shown in Table 5 and Table 6 of this Contract. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$21,886,020.00

CONTRACT 071B4200381 CHANGE NOTICE NO. 1
PAGE 2

Not to Exceed Rates

Project Director/Technical Operations Manager	\$150
Schedule Control Manager	\$140
Project Manager	\$138
Project Scheduler	\$111
Technical Control Manager	\$140
Oracle Batch Operations Team Leader	\$135
Oracle Batch Operations Subteam	\$125
Teradata Data Warehouse Batch Operations	\$114
IVR SupportSubteam	\$91
Senior or Expert Analyst	\$208
Senior Programmer / Analyst	\$150
Analyst	\$109
Programmer / Analyst	\$150
Programmer	\$109
Senior or Expert Programmer	\$150
Database Admin Services	\$247

Actual Rates

Project Director/Technical Operations Manager	\$150	Bob Bartholomew
Schedule Control Manager	\$140	Gregg Sorrell
Project Manager	\$138	Brian Culiton
Project Scheduler	\$111	Cole Jacobsen
Technical Control Manager	\$140	Joel Buckowski
Oracle Batch Operations Team Leader	\$135	Akhil Ramani
Oracle Batch Operations Subteam	\$125	Vijay Phrabu, Venkat Srikanth, Siv Chelakkara
Oracle Batch Operations Subteam	\$109	Hendrick Schlebaum
Teradata Data Warehouse Batch Operations	\$114	Keal Stratton
IVR SupportSubteam	\$91	Dave Norcutt
Expert Analyst	\$118	Steve Phelps
Expert Analyst	\$108	Mike Petry
Expert Analyst	\$83	Joe Sagan
Senior Programmer / Analyst	\$109	Hui Yui
Senior Programmer / Analyst	\$109	
Senior Programmer / Analyst	\$86	Balaji Srinivasan
Senior Programmer / Analyst	\$86	Yining Luo

Senior Programmer / Analyst	\$86
Senior Analyst	\$86
Senior Analyst	\$86
Senior Analyst	\$118
Programmer / Analyst	\$150
Database Admin Services	\$118
Database Admin Services	\$208
Database Admin Services	\$208
Database Admin Services	\$246

Pat Steavons
Rob Rhoades
Mike Taylor
Kris Dayton
Tawyne McKenzie
Mike Potter
Tim Sawmiller
Karthik Ramachandran
Rick Golden

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 17, 2004

NOTICE
TO
CONTRACT NO. 071B4200381
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910	TELEPHONE (517) 272-5678 Gary Anthony
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

Estimated Contract Value: \$21,886,020.00

**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. 071B4200381
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Electronic Data Systems 930 West Holmes Road Lansing, MI 48910	TELEPHONE (517) 272-5678 Gary Anthony VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-1080 Melissa Castro
Contract Compliance Inspector: Joann Klasko Project Control Office for MiCSES – DIT/FIA	
CONTRACT PERIOD: From: September 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: Estimated Contract Value: \$21,886,020.00	

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Electronic Data Systems _____ Firm Name</p> <p style="text-align: center;">_____ Authorized Agent Signature</p> <p style="text-align: center;">_____ Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____ Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">_____ Signature Sean L. Carlson _____ Name Director, Acquisition Services _____ Title</p> <p style="text-align: center;">_____ Date</p>
--	---

TABLE OF CONTENTS

SECTION I – CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A	PURPOSE	6
I-B	TERM OF CONTRACT.....	6
I-C	ISSUING OFFICE	6
I-D	CONTRACT COMPLIANCE INSPECTOR.....	6
I-E	PURCHASE ORDERS	7
I-F	COST LIABILITY.....	7
I-G	CONTRACTOR RESPONSIBILITIES	7
I-H	NEWS RELEASES	8
I-I	DISCLOSURE	8
I-J	ACCOUNTING RECORDS.....	8
I-K	INDEMNIFICATION.....	8
I-L	NON INFRINGEMENT/COMPLIANCE WITH LAWS.....	10
I-M	WARRANTIES AND REPRESENTATIONS	10
I-N	RESERVED	11
I-O	STAFFING OBLIGATIONS	11
I-P	WORK PRODUCT AND OWNERSHIP	13
I-Q	CONFIDENTIALITY OF DATA AND INFORMATION.....	13
I-R	REMEDIES FOR BREACH OF CONFIDENTIALITY	14
I-S	CONTRACTOR'S LIABILITY INSURANCE.....	14
I-T	NOTICE AND RIGHT TO CURE	17
I-U	CANCELLATION.....	17
I-V	RIGHTS AND OBLIGATIONS UPON CANCELLATION	18
I-W	EXCUSABLE FAILURE	19
I-X	ASSIGNMENT	20
I-Y	DELEGATION	20
I-Z	NON-DISCRIMINATION CLAUSE	20
I-AA	WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT	20
I-BB	MODIFICATION OF SERVICE.....	20
I-CC	NOTICES.....	21
I-DD	ENTIRE AGREEMENT	22
I-EE	NO WAIVER OF DEFAULT	22
I-FF	SEVERABILITY.....	22
I-GG	HEADINGS.....	22
I-HH	RELATIONSHIP OF THE PARTIES	22
I-II	UNFAIR LABOR PRACTICES.....	22
I-JJ	SURVIVOR	22
I-KK	GOVERNING LAW	22
I-LL	CALENDAR YEAR WARRANTY	22
I-MM	CONTRACT DISTRIBUTION	23
I-NN	STATEWIDE CONTRACTS	23
I-OO	STATE STANDARDS.....	23
I-PP	ELECTRONIC FUNDS TRANSFER.....	24
I-QQ	TRANSITION ASSISTANCE.....	24
I-RR	DISCLOSURE OF LITIGATION	24
I-SS	STOP WORK.....	25
I-TT	PERFORMANCE READINESS REVIEW (PRR).....	26
I-UU	STANDARDS OF PERFORMANCE AND LIQUIDATED DAMAGES	26

I-VV	BACKGROUND CHECKS ON ALL SUBCONTRACTOR STAFF.....	32
I-WW	INFORMATION SECURITY COMPLIANCE	32
I-XX	CONFIDENTIALITY OF FEDERAL TAX RETURNS AND RELATED DATA	33
I-YY	WORK LOCATION.....	34
I-ZZ	PERFORMANCE.....	34
I-AAA	INVOICES AND PAYMENT	34
I-BBB	LIMITATION OF LIABILITY	34

SECTION II - WORK STATEMENT

II-A	BACKGROUND/PROBLEM STATEMENT.....	30
II-B	OBJECTIVES	31
II-C	TASKS.....	33
II-D	PROJECT CONTROL AND REPORTS	49
II-E	PRICE PROPOSAL.....	50
II-F	CONTRACT PAYMENT	50

APPENDICES

- A PRICING
- B Scope of State Responsibilities and Primary Responsibilities of MiCSES Application Maintenance and Development Contractor

DEFINITION OF TERMS

TERMS	Definition or Description
Blanket Purchase Order	Alternate term for "Contract" used in the State's computer system known as the Michigan Automated Information Network (MAIN).
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Child Support	Payment of money for a child in a divorce, paternity, or family support act proceeding. Support includes health care, and may include educational and child care expenses.
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contract Administrator	Department of Information Technology employee that is responsible for overall Contract compliance and invoice processing.
Contractor	The successful Bidder who is awarded a Contract.
CP	Custodial Parent
Cost Benefit Analysis	An evaluation and comparison of the costs and benefits of alternative approaches.
CSES	Child Support Enforcement System
Customer	One that purchases or receives a commodity or service; one that is a patron or uses the services of an organization. External customers refer to those individuals, firms or organizations outside of FIA receiving services from FIA.
Data Model	A logical construct for the storage and retrieval of information; charts and diagrams that show individual entities and the dependencies that exist between them.
Data Warehouse	A collection point for Locate information derived from various State agencies such as Department of Treasury, Department of Corrections, and Department of Natural Resources to name just a few.
DCS DMB DBA	Data Center Services (Formerly DCO, Data Center Operations) Michigan Department of Management and Budget Database Administrator
DIT	Michigan Department of Information Technology
Expiration	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.
Family Independence Agency	The agency providing public assistance to families. Includes the Office of Child Support.
Fees	A charge fixed by law for services
FIA	Family Independence Agency
FOC	Friend of the Court
FTE	Full Time Equivalent
Incumbent Contractor	A Contractor(s) responsible for MiCSES project activities prior to Contract award and during transition to the successful bidder.
Issue Tracker	Product to track bugs, enhancement requests, and program status.
IVD	Title IV-D of the Social Security Act, which deals with Child Support services.
IVR	Interactive Voice Response
JEC	Joint Evaluation Committee
Joint Evaluation Committee or JEC	A multi-department committee, which will evaluate the proposals received and recommend an award of the Contract to the Office of Purchasing.
Key personnel	As defined in the PCO RFP, the positions listed in Section I-O, Staffing Obligations. These positions shall be staffed by personnel approved by the State. They cannot be replaced without permission of the State. The State has the right to assess liquidated damages if personnel in any of these positions are changed without proper approval.
LEIN	Law Enforcement Information Network, a computer system containing files on wanted persons.

Litigation	The process of resolving a dispute in court
MiCSES	Michigan Child Support Enforcement System
Mutual Agreement	An arrangement reached by parties on their own free will without duress or coercion.
NCP	Non-custodial Parent
OCS	(Michigan) Office of Child Support
OCSE	(Federal) Office of Child Support Enforcement
Office of Child Support	The office within FIA that administers federal child support program funds, coordinates location of absent parents, manages the process for income tax intercepts, and can initiate complaints under the Paternity Act and Family Support Act.
Office of Child Support Enforcement	Federal level administrative office.
PCO	Project Control Office
Project Director	DIT employee who has overall responsibility for the MiCSES project from obtaining needed resources to completion of final deliverables.
Project Manager	DIT employee who has overall responsibility for day-to-day oversight for all activities related to the MiCSES Contract.
PLG	Program Leadership Group
Remedy	The Problem Identification Tracking System.
Repository	Oracle electronic repository containing MiCSES application documentation.
RFP	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.
SDU	State Disbursement Unit
SOW	Statement of Work
SQL	Structured Query Language (also pronounced sequel) used to view and verify data in relational tables.
SS	Support Specialist.
State	The State of Michigan. For purposes of indemnification as set forth in Section I-J, State means the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents.
Statutes	Laws of the State of Michigan enacted by the Legislature.
Successful Bidder	The Bidder(s) awarded a Contract as a result of a solicitation.
TAG	Ticket Assessment Group
Triage	A team set-up specifically to access, prioritize and route Remedy Tickets.
UAT	User Acceptance Testing
WIT	Work Improvement Team
Work Product	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 obtain Project Control Office (PCO) services for the Michigan Child Support Enforcement System (MiCSES). PCO services include both schedule control and technical control. Tasks that will be performed are fully described in Section II-C of this Contract.

The Contract is a fixed price Contract.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract by all parties. The activities in this Contract cover the period September 1, 2004, through September 30, 2007, with two optional one-year renewals to be exercised at the sole discretion of the State.

I-C ISSUING OFFICE

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

Acquisition Services is the sole point of contact in the State with regard to all 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:

Melissa Castro

Strategic Business Development

DMB, Acquisition Services

2nd Floor, Mason Building

P.O. Box 30026

Lansing, MI 48909

Phone: 517.373.1080

Fax: 517.335.0046

Email: castrom@michigan.gov

Availability: 8:00 a.m. – 5:30 p.m., Monday through Thursday

8:00 a.m. – noon, Friday

I-D CONTRACT COMPLIANCE INSPECTOR

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



The Contract Compliance Inspector for this project is:

Joann M. Klasko
Department of Information Technology
Contract and Procurement Services
235 S. Grand Avenue, Suite 914
Lansing, MI 48913
Phone: 517.241.7233
Fax: 517.241.7812
Email: klaskoj@michigan.gov

The DIT MiCSES Project Director is:

James Fricke
Department of Information Technology
Michigan Child Support Enforcement System (MiCSES) Project
1000 Long Blvd., Suite 20
Lansing, MI 48913
Phone: 517.241.9654
Fax: 517.241.9607
Email: frickej@michigan.gov

I-E PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the DIT MiCSES project 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 this Contract. Total liability of the State is limited to the terms and conditions of this Contract.

I-G CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this Contract 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 Sub-contractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning Sub-contractor's organizational abilities. The State reserves the right to approve Sub-contractors for this project and to require the Contractor to replace Sub-contractors found to be unacceptable. The Contractor is totally responsible performance of any Sub-contractor(s) it may utilize under this Contract.

Cooperation with Third Parties.

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's assigned Contractor's, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities. The State acknowledges that Contractor's time schedule for the Project is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access. Any additional costs will be born by the State.



Subcontracting by Contractor.

Contractor shall have full responsibility for the successful performance and completion of all of the Services. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services.

The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by applicable terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State, as mutually agreed on by Subcontractor and Contractor. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. All payments to Subcontractors or suppliers of Contractor shall be made by Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

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

I-J ACCOUNTING RECORDS

The Contractor 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. Notwithstanding the foregoing, nothing in this Contract shall require access, nor shall the Contractor provide access, to the Contractor's internal cost records, including without limitation, profit and loss statements and other underlying costs of this nature.

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 that are attributable to the negligence or tortuous acts of the Contractor:

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 Sub-contractors 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 Sub-contractors, 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 Sub-contractors 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 Sub-contractors, 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 Sub-contractors, 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 Sub-contractors 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 sub-clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub-clause.



Contractor will have no liability to the State pursuant to this Section I-J, B, to the extent that: (i) the claim of infringement is based upon the use of equipment, software, commodities or services provided by Contractor hereunder in connection with or in combination with equipment, devices or software not supplied by Contractor, if the infringement would not have occurred but for that combination; (ii) the claim of infringement is based upon the use of software provided by Contractor under this Contract in a manner for which the software was not designed, and/or in violation of this Contract and/or applicable license terms, if the infringement would not have occurred but for that use; (iii) the claim of infringement is based upon the State's modification to any equipment, software, commodity or service provided by Contractor under this agreement, if such infringement would not have occurred but for such modification; or (iv) the claim of infringement arises out of Contractor's compliance with specifications, requirements or directions provided by the State, and such infringement would not have occurred but for such compliance.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding 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 contains customary representations and warranties by the Contractor, as follows:

1. The Contractor shall perform all services in accordance with high professional standards in the industry;
2. The Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor shall use its commercially reasonable efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor shall use its commercially reasonable efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor shall perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor shall 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 shall 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 shall use its commercially reasonable efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;



11. The Contractor shall not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;
12. A ninety (90) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor;
13. The Contractor warrants that, in performing the Services and delivering any Deliverables called for by this Contract, Contractor shall not violate any Intellectual Property Rights of any third party, which warranty shall survive the expiration or termination of this Contract;
14. Any Deliverables produced by or on behalf of the Contractor will conform in all material respects to their mutually agreed specifications;
15. Any technical documentation provided by the Contractor for the System pursuant to any Work Plan or otherwise shall describe the technical details of the System, and the procedures for operating and maintaining the System, in terms reasonably understandable to a suitably trained and experienced information technology professional;
16. The Contractor shall follow State procedures for handling potential bio-hazardous mail threats to be followed by its employees working on the Contract who are working in office space leased or owned by the State.
17. If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall promptly notify the State in writing and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Any additional costs will be born by the State.
18. During the term of the contract, upon written notice from the State identifying the nature of the warranty non-conformity, Contractor will use commercially reasonable efforts to correct, at its expense, any services or Work Product produced and provided by Contractor hereunder that is not in compliance with the above warranties of this Section 1-M and the warranty set forth in Section 2. Contractor shall not be liable or responsible for the failure of the services or Work Product to conform with the foregoing warranties if such failure was caused by the State's (obligations of State or "State's," as used in this Contract is defined to include Contractors hired by the State) misuse or modification of any service or Work Product, the State's failure to use corrections and/or enhancements made available by Contractor, the malfunctioning of any third-party hardware or software, the State's operator or data error, the State's performance or non-performance in conjunction with this Contract, or incorrect information, direction or instructions furnished by the State
19. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION I-M, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION TECHNOLOGY SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.

I-N RESERVED

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 State will retain the right to release outright or request the replacement of any person who is working at an inferior level



of performance. The Contractor will be given 24 hours advance notice of this action. The Contractor will assume full responsibility for the behavior of its employees and will remove any of its employees upon reasonable request.

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 prior 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 Contractor shall provide thirty (30) days notice for any change in staffing, including but not limited to key personnel, when the staffing change is under the Contractor's control.

Personnel Qualifications. All persons assigned by Contractor to the performance of Services under this Contract shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated as if they were employees of Contractor.

Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State believes such team's Project responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. Replacement personnel for the removed person shall have equal or superior experience and qualifications.

Staffing Levels. All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Project administration support staff.

Contractor shall not provide fewer personnel resources for the completion of Project tasks than indicated in Contractor's project plan approved by the State unless Contractor demonstrates to the State's reasonable satisfaction that Contractor is able to complete performance of any tasks in question in accordance with the Contract time schedule using fewer resources, or unless otherwise set forth in the applicable Statement of Work.

If the level of personnel resources specified in Contractor's project plan is insufficient to complete any Contractor Project tasks in accordance with the Contract time schedule, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will provide data concerning the turnover rate of such employees, meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event,



notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Project schedule.

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

- Contractor Project Director/Technical Operations Manager
- Schedule Control Manager
- Technical Control Manager
- Oracle Batch Processing Team Leader
- Batch Operations Team (4 people)
- Data Warehouse Batch Processing Operator/Analyst
- IVR Support Analyst

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.
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 or acquired or developed after the date of this contract without reference to or use of the intellectual property of the State, or which are based on trade secrets or proprietary information of EDS, 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

A. 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.

All insurance coverages provided relative to this Contract/Purchase Order are 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 specified in this Contract or required by law, whichever is greater.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State and have an AM Best rating of at least A minus.

See http://www.mi.gov/cis/0.1607.7-154-10555_22535---.00.html.

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



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 (“Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All 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 ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State’s sole option, result in this Contract’s termination.

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

- 1. Commercial General Liability with the following minimum coverage:
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 \$2,000,000 Products/Completed Operations Aggregate Limit
 \$1,000,000 Personal & Advertising Injury Limit
 \$1,000,000 Each Occurrence Limit
 \$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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

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

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

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

This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

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



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

B. Subcontractors

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

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Within thirty (30) days following the Effective Date of this Contract, and every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. Insurance policies listing the State as an additional insured, to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, are required to contain language in the certificate which provides that, "Any litigation activity on behalf of the State of Michigan, or any of its subdivisions, as additional insured must be coordinated with the Department of Attorney General." In the event the insurer's attorney is asked to represent the State, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract.



The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

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, unless otherwise specified below, 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 procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

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, or an officer 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) upon payment by the State, 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 Sub-contractors 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 (if included within Contractor's scope of work). 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 hereunder 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, except to the extent that the State shall pay for products and services authorized by the State prior to the date of termination. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered 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; such consent will not be unreasonably withheld.

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 Contract 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.

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.

This Contract 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: **Gary Anthony
Electronic Data Systems
930 W. Holmes Rd.
Lansing, MI 48910**

For the State: **Melissa Castro
Acquisition Services
Mason Building, 2nd Floor**



530 W Allegan
Lansing, MI 48911

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

I-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 CALENDAR YEAR WARRANTY



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 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-OO 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>.

Except as otherwise noted in this RFP or the resulting Contract, the Contractor shall use the State’s PMM to manage State of Michigan Information Technology (IT) based projects. The Requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the Contractor requires training on the methodology, those costs shall be the responsibility of the Contractor, 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



Contractors 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 Contractors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology e-Michigan Web Development team for evaluation and approval of each alternate tool prior to proposal evaluation by the State. The PCO website is an example of such an exception.

I-PP 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.

I-QQ 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 90 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-RR DISCLOSURE OF LITIGATION

The Contractor shall notify the State, 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.

The Contractor shall notify the State 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.

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.

Notwithstanding the foregoing, Contractors that are publicly held corporations shall be deemed to have complied with the requirements of this Section 3.103 by delivering their annual and quarterly reports, as filed with the Securities and Exchange Commission ("SEC"), to the State.

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.

*** 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-SS 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.
1. 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-TT PERFORMANCE READINESS REVIEW (PRR)

The Performance Readiness Review (PRR) shall be comprised of a compliance review of the subtasks and deliverables included in Task 1, Project Initiation and Transition. Each deliverable shall be checked for total compliance with all required specifications of the task. The DIT MiCSES project director shall confirm that all staff proposed for the tasks listed in the Contract have been trained and have been onsite in Lansing to meet with the Incumbent Contractor staff during the transition period. In the event that the State determines that any deliverables were not completed or that key personnel has not completed the transition activities, the State shall so notify the Contractor, allowing 14 calendar days for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to cancel the Contract.

A committee of three persons will be formed to evaluate the Contractor's performance on a weekly basis. The committee will meet with no more than two Contractor staff to review and discuss progress and corrective actions (if any) proposed by the Contractor.

The Contractor must complete the following subtasks within the 45-day transition period in order to demonstrate readiness to begin the remaining three tasks that comprise PCO services.

1. Within five (5) business days of Contract initiation, deliver a detail transition work plan.
2. Prepare materials for and facilitate a weekly release planning meeting.
3. Prepare materials for and facilitate a weekly manager status meeting
4. Prepare materials for and facilitate a bi-weekly leadership meeting
5. Successfully complete seven (7) successive 24-hour days supporting the production environment of MiCSES, with the Incumbent Contractor and State serving only as quality assurance supervisors of the operations. This activity includes batch operations and analysis/resolution of Remedy tickets.

The PRR is complete when the State provides written certification that all deliverables for Task 1 have been completed and approved, that all Contractor staff have completed their training, and the Contractor is ready to begin Tasks 2, 3, and 4 described in Section II of this RFP.

I-UU STANDARDS OF PERFORMANCE AND LIQUIDATED DAMAGES

1. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result



thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

2. The Contractor shall not be liable for liquidated damages when incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor."
3. During each month of the Contract, the Contractor shall produce a report showing the level of effectiveness in meeting the performance requirements of this Contract. The performance standards and associated liquidated damages are listed below:

a. Project Initiation and Transition

1. **Performance Standard.** The Contractor is responsible for ensuring that the overall project is not jeopardized by delays in the transition schedule, as agreed and stated in the Contract. The Contractor must insure that the State is not charged for any additional effort required to meet these schedules.
2. **Liquidated Damages.** If the Contractor fails to complete the required transition tasks and subtasks within the 45-day transition period, liquidated damages of \$1,000.00 per business day for the first twenty (15) days, and thereafter \$2,500.00 per business day, shall be paid by the Contractor to the State of Michigan for every business day, or fraction of a day that the schedule is delayed, from the date of written notification by the DIT MiCSES project manager to the Contractor that the schedule is late.

b. Key Personnel Diversion or Replacement

1. **Performance Standard.** The Contractor shall provide the key personnel proposed to work on the project and all staff shall be onsite at the MiCSES project office in Lansing.

All personnel shall be dedicated full time to the delivery of PCO services. Without the State's prior written approval, which will not be withheld unreasonably, the Contractor shall not remove or reassign any key personnel throughout the life of the Contract. Key personnel include those named in the Contract and others assigned significant management or technical responsibilities as mutually agreed by the parties. The Contractor may not divert or replace key personnel for any period of time except in accordance with the following procedures:

- a) The Contractor must provide notice of a proposed diversion or replacement to the State at least forty-five (45) days in advance, together with the name and qualifications of the person(s) who shall take the place of the diverted or removed staff. Contractor replacement staff shall have at least thirty (30) days overlap on site with current staff.
- b) The State will notify the Contractor within five (5) business days whether the proposed diversion or removal is approved or rejected. "Divert" or "diversion" is defined as the transfer of staff by the Contractor to another assignment within the control of the Contractor. It does not include resignations, death, disablement, or dismissal for cause of an employee that is beyond the control of the Contractor.
2. **Liquidated Damages.** In the event that the Contractor diverts or replaces key personnel without the prior written approval of the State, the Contractor is subject to liquidated damages in the amount of \$2,500 per business day for diversion of the Contractor's project director and \$1,000 per business day for all other key personnel, until the key personnel member's replacement is approved by the State and begins work. The damages will begin the first



business day of the diversion.

I-VV BACKGROUND CHECKS ON ALL CONTRACTOR STAFF

The State will complete a background check on all proposed Contractor staff. The Contractor must submit the name, date of birth, social security number, driver's license number, and incidence of child support cases in Michigan in advance of the arrival on site in Lansing of any staff person proposed, either as a permanent or temporary placement. The same procedure will be followed at the time of each request to the DIT MiCSES project manager to replace any key personnel or to add any other staff to the organization.

The scope of the background check is at the discretion of the State. The State reserves the right to approve the Contractor's assignment of personnel to the MiCSES project and to recommend reassignment of personnel deemed unsatisfactory to the State.

I-WW INFORMATION SECURITY COMPLIANCE

Contractor warrants to the State that it is familiar with the requirements of the State of Michigan Information Technology Security Policies and any accompanying State and federal regulations, and shall comply with all applicable requirements in the course of this Contract. Contractor warrants that it shall cooperate with the State in the course of performance of the Contract so that both parties shall be in compliance with State Information Technology requirements and any other State and federal computer security regulations including cooperation and coordination with the State of Michigan Chief Information Officer and other compliance officers required by its regulations. Contractor agrees to enter into a connectivity agreement with the State. The agreement shall include, but not be limited to, the following:

1. Not attaching any non-State owned computers to any State network without previous State-provided written certificate of compliance with State security standards.
2. All client and server computer security settings must be maintained to meet or exceed State security standards.
3. Once established, no security provisions for firewalls, client, and server computers shall be modified without written State approval.
4. Current updated virus software and virus definition files that are enabled to perform real time scans shall be maintained on all Contractor-supplied hardware.
5. Dialup modem use is specifically disallowed while attached to the State network.
6. Contractor shall not install or utilize remote control or file sharing software unless explicitly approved by the State.

Contractor shall sign any documents that are reasonably necessary to keep the Contractor in compliance with the State of Michigan Computer Security Policies.

Reference the following appendices regarding State security policies and procedures:

Appendix A Contractor Security Agreement

Appendix B Acceptable Use Policy

Appendix C Network Security Policy

Appendix D Public Act 53 of 1979 Fraudulent Access to Computers, Computer Systems, and Computer Networks

I-XX CONFIDENTIALITY OF FEDERAL TAX RETURNS AND RELATED DATA

The Contractor understands that federal tax returns and return information (whether original, hardcopy, photocopy, magnetic tape, electronic, or other form), regardless of how or where obtained, is to be treated as confidential and to be used solely for the purpose of the administration of programs through the Department of Human Services.

The Contractor shall acknowledge awareness that unlawful and willful disclosure of any return or return information could result in criminal action punishable by fines in any amount not exceeding \$5,000 or



imprisonment for not more than 5 years, or both, together with the cost of prosecution. In cases of willful, unlawful disclosure, a civil action may be brought for actual and/or punitive damages of not less than \$1,000 and the costs of the action.

The Contractor shall agree to be bound by Sections 7213, 7213A, and 7431 of the Internal Revenue Code and shall adhere to all requirements regarding access, storage, and security of IRS data as outlined in the review instructions for the annual inspection of IRS data. The Contractor acknowledges that all hard copies of tax information must be stored in accordance with IRS publication 1075.

The Contractor understands that under the Taxpayer Browsing Protection Act, enacted August 5, 1997, 26 United States Code, Section 7213 (a) 2) that it is a criminal misdemeanor, punishable by fines up to \$1,000 and/or imprisonment up to one year and civil damages up to \$1,000 or actual damages, whichever is greater, for the willful, unauthorized access or inspection of federal tax information. The Contractor acknowledges understanding of current safeguard and security procedures and instructions for use and access to federal tax information. The Contractor affirms that if Contract status is terminated for any reason, the Contractor shall still be subject to civil and criminal penalties for violation of IRS safeguard procedures.

Any violation of IRS safeguard procedures constitutes grounds for immediate dismissal of Contract staff and/or termination of the Contract. Refer to Appendix E, Tax Information Security Guidelines for Federal, State, and Local Agencies, OMB No. 1545-0962, for a complete description of the safeguard procedural requirements.

I-YY WORK LOCATION

The State requires all Contractor staff to perform all work for the MiCSES project on site at the MiCSES project office located on Long Blvd. in Lansing, MI. Occasional off-site work may be permitted if the State agrees in writing prior to the performance of such off-site work. The State will provide physical workspace for all Contractor staff at the Long Blvd. facility. Included in this workspace are basic office furniture, telephone for local calls, and a PC configured to meet State requirements. In some instances, Contractor staff shall be required to share a cubicle and telephone. In all instances, each individual Contractor staff person shall be provided a PC and shall not be required to share a PC.

I-ZZ PERFORMANCE.

The obligations of Contractor set forth in this Agreement will be performed by EDS and its wholly-owned subsidiaries, and all references to EDS, Contractor, Vendor, offeror or bidder in this Agreement shall be deemed to include all such subsidiaries. EDS' wholly-owned subsidiary, EDS Information Services L.L.C., will be a party to the final contract.

I-AAA INVOICES AND PAYMENT

Contractor will be paid by the State for services performed under this Contract within 45 days of State's receipt of Contractor's invoice.

I-BBB LIMITATION OF LIABILITY.

The Contractor's Liability for damages to the State shall be limited to two times the value of the executed Contract. Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. The foregoing Limitation of Liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this contract.



SECTION II WORK STATEMENT

II-A BACKGROUND/PROBLEM STATEMENT

The Child Support Enforcement program was established in 1975 as Title IV-D of the Social Security Act. Its purpose is to locate noncustodial parents (NCPs), establish paternity, establish and enforce child support, and collect child support payments. State Title IV-D Child Support agencies manage and operate child support programs. See Appendix F for a brief description of the IV-D program and how it operates in Michigan.

The Family Support Act of 1988 (FSA88) and the Personal Responsibility and Work Opportunity Act (PRWORA) of 1996 established requirements for statewide child support automated systems. The federal Office of Child Support Enforcement (OCSE) is responsible for auditing states' compliance with FSA88 and PRWORA system requirements. Significant federal financial penalties are attached to noncompliance with requirements and timeframes.

The Department of Information Technology (DIT) is responsible for maintenance, support, and development of all data processing activities regarding the child support program. The Michigan Child Support Enforcement System (MiCSES) project organization resides in the DIT Agency Services Division. DIT Agency Services is responsible for all application maintenance and development throughout the State. Refer to Appendix G for DIT and MiCSES organization charts.

MiCSES is the State's largest, if not most complex, information technology project. Over the last several years, the project has been cycling through a very aggressive software design, development, and deployment schedule. The aggressive schedule was necessary to meet federal timeframes and avoid imposition of substantial federal financial penalties. The MiCSES project achieved its goal of federal certification in late November 2003, avoiding about \$147.5 million in federal penalties as well as providing a statewide application that is used by child support staff in the FIA Office of Child Support, county Prosecuting Attorney offices, county Friend of the Court offices, and the State Attorney General's office. The MiCSES application processes about \$1.5 billion in child support collections annually.

Concurrent with the effort to obtain federal certification, the MiCSES project issued an RFP in August 2003 for maintenance and further improvement of the certified application. A three-year fixed price contract, with two optional one-year extensions, was awarded to Accenture in late October 2003. Accenture completed transition activities from the previous vendor on March 31, 2004, and assumed full responsibility for application maintenance and development on April 1, 2004. The three-year Contract between the State and Accenture ends on March 31, 2007.

The aggressive certification schedule allowed for minimal slippage of scheduled dates or increases in scope. In order to minimize risk to the State it was important to establish project controls that not only closely monitored progress but also allowed for quick identification and resolution of issues, at the lowest common denominator.

Under the direction of the then Deputy CIO of the Family Independence Agency (FIA), a Project Control Office (PCO) was established within the MiCSES project. The PCO, working closely with State project management staff and the management team for the application development vendor, established project reporting and tracking mechanisms. These processes follow the system development lifecycle, from requirements to design to coding to testing to release deployment. PCO processes also include configuration management and related technical infrastructure support. In general terms, the PCO provides both schedule control and technical control services for the MiCSES project.



When management of the MiCSES project was transferred from FIA to DIT, the PCO was retained as an integral part of the overall project management structure. The PCO provides DIT with project oversight, independent of the application maintenance and development vendor.

II-B OBJECTIVES

The PCO supports the State and the State’s application maintenance/development contractor in meeting the timely delivery of quality information technology services for the FIA Office of Child Support and its program partners. The PCO provides the State with independent administrative oversight of project plans, schedules, scope, milestones, and issue resolution, as well as configuration management and technical infrastructure support. PCO services include the monitoring and control of processes and activities critical to the ongoing maintenance and further improvement of the MiCSES application. These processes and activities follow the system development life cycle (requirements, design, coding, testing, and deployment). PCO services include release management, project schedule development and maintenance, resource time tracking against schedule, progress reporting, issue identification and tracking, generation of performance metrics, and various technical activities related to controlling and maintaining the technical environment.

Given the monitoring and quality assurance functions provided by the PCO, it has been determined that the MiCSES application maintenance/development prime contractor (currently Accenture) on State contract # 071B4200157 should be precluded from becoming a subcontractor on this Contract.

The following table shows the primary services provided by the PCO:

PROJECT CONTROL OFFICE	
SCHEDULE CONTROL	TECHNICAL CONTROL
Develop and manage project schedules and plans that are logic and resource driven.	Provide oversight for system architecture.
Maintain project schedules to manage releases and scope.	Manage databases and application environments.
Manage resource pool.	Support application and desktop connectivity.
Track time devoted to tasks and provide historical data to support hours estimated for future releases.	Support development, testing, and project tracking tools.
Maintain issue tracking and resolution processes.	Configuration management.
Support the Ticket Assessment Group (TAG), formerly known as Work Approval Process (WAP).	Execute nightly batch processes per the Autosys schedule defined by the Accenture production operations team.
Monitor performance through the use of project scorecards and other performance metrics.	Resolve network, operating system, file transfer, and database problems related to batch processing.
Interface with other State agencies and Contractors as necessary.	Manage file transfers to/from external agencies (Lason, LEIN, MiSDU, etc).
Facilitate communication across stakeholders and among vendors.	Interface with DIT Infrastructure and Field Services divisions.
Establish meeting schedules and agendas. Facilitate release and status meetings.	

The State, its PCO, and Accenture jointly comprise the management team for the MiCSES project. Specifically, the PCO provides project management assistance related to release planning, scheduling, tracking, resource analysis, trend analysis, change control, issue escalation, and deployment. The PCO also facilitates weekly meetings for release planning, status, change control, ticket assessment, and deployment schedules, as well as other “as needed” meetings on issue resolution. See Appendix B for a description of State responsibilities and a list of Accenture primary tasks.



The PCO Technical Control Team provides 24 x 7 x 365 infrastructure support for the MiCSES environment. The Batch Support subteam works three shifts per day, seven days per week.

The Batch Support Lead is on call for problem resolution 24 hours per day. Other Technical Control Team members are also on call for problem resolution. Selected staff from both the Schedule Control and Technical Control Teams work around the clock on release deployment weekends, monitoring the schedule, publishing status, and performing infrastructure tasks. The State estimates that there will be six application releases per year, translating into six release deployment weekends.

In addition to ongoing Schedule Control and Technical Control tasks, the State anticipates unexpected events will require resource hours outside the scope of tasks covered by this Contract. Examples of such unanticipated events are emergency application releases, introduction of new technology to the MiCSES architecture, or a change in the State infrastructure or processes. The State estimates that 20,000 hours per year (60,000 hours over the period of the three-year Contract) will be needed to address unanticipated events. The State will utilize Statements of Work to authorize hours drawn from this pool. Note that the annual 20,000 hours is an estimate only, and that the State is not obligated to purchase all 20,000 hours in a given year.

The State ultimately intends to incorporate all PCO Technical Control tasks within the DIT Infrastructure Services division. The timeframe for such a transfer is not known at this time, nor is it contemplated to begin before October 1, 2005. The State reserves the right to transfer some or all PCO Technical Control tasks to State employees, providing at least 90 days notice to the Contractor to allow for sufficient transition of knowledge to new State staff.

Information about MiCSES Technical Environment:

Following is more detailed information about the size and complexity of the MiCSES environment. A graphical representation of MiCSES technical processes and interfaces is available in Appendix M.

- a) User base of 2000 concurrent production users, distributed among 83 counties and to multiple, diverse locations within a county.
- b) Two main production Oracle database instances (master and read-only).
- c) Three IVR Windows Advanced Server 2000 agent servers (two clustered production and one development/failover) connecting to read-only database.
- d) 20-30 development/testing/training/utility database instances of varying source code levels, all configuration managed and controlled with automated tools/reporting. It has exceeded 40 in the past. Most contain full production data volumes.
- e) 10+ application server listeners of varying source code levels, all configuration managed and controlled with automated tools/reporting. Some databases are accessed by the same listener and CM processes must ensure the database/listener combinations are valid and maintained correctly.
- f) Five application servers (three load-balanced for production, two for development/testing/ training). All are HP RP7400 with six CPUs and 32GB of memory
- g) Five database servers (two for production, three for development/testing/training - will be two and two by late summer). CPU quantities are 24, 8, 32, 8, and 8 respectively. Memory quantities are 81GB, 16GB, 256GB, 20GB, and 24GB respectively. All hardware is Compaq Alpha Tru64 5.1B.
- h) Five NT/Citrix servers for Data Warehouse Bi-Query front-end and PostalSoft processing
- i) Two DW Tru64 servers with Oracle 9i for data staging/batch parameterization of Data Warehouse processing
- j) 740 tables in the application data model. Some tables have 100 million rows in Production.
- k) Over 25TB of SAN storage used for all production and development database instances (not including BCVs)
- l) Size of production database export file is approximately 140GB.
- m) Production database size template (including growth and working temp space) is approximately 400GB.
- n) Database restore from export (runtime) exceeds 24 hours.



- o) Premise-based IVR NT 4.0 servers in 23 counties
- p) Oracle 8.1.7 (to support ability to conduct research on conversion historical DBs) and Oracle 9i instances co-existing.
- q) Over 2000 configurable items in the application (PL/SQL stored database procedures, FMB forms, RDF reports) managed by the Configuration Management subteam.
- r) Multiple application builds (3 - 5 on average) per day and through the weekend to development/testing environments.
- s) 50% of the application's configurable items have been modified and released to production in the last 12 months as part of maintenance efforts. Monthly releases in that time period changed 8-12% of the application for each release. Many CIs were changed in multiple releases.
- t) Training database instances (2) are refreshed from baseline each week and the baselines are updated/retained with the latest production source code changes. Baseline refreshes require 1-2 days.
- u) Development database instances are refreshed from production data on a planned schedule that approaches once monthly. Various instances are refreshed on alternating schedules to coincide with release planning milestones. A full refresh and rebuild of the desired source code configuration (including audit checking) requires approximately three days per database (get export, copy export, load database, build code, build datafix/structure scripts, audit database, audit source code, configure ids/grants). This time will increase as production data volumes increase. Concurrent database refreshes are limited by hardware capacity.

II-C TASKS

Following is a description of the four major tasks involved in providing project/operations management, schedule control, and technical control for the MiCSES project. The Contractor is not, however, constrained from supplementing this listing with additional steps, subtasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

1. Task 1 – Project Initiation and 45-Day Transition

The purpose of this task is to provide sufficient overlap between the Incumbent and new Contractor to ensure a smooth transition. This transition period provides an opportunity for the new Contract staff to gain a full understanding of the management processes and technical environment to assume full responsibility for delivery of PCO services. The transition period is expected to begin on August 16, 2004, and will last 45 days. The three-year fixed price Contract will begin following the successful conclusion of the transition period, expected to be no later than October 1, 2004.

During the first week of transition, the Contractor's Project Director/Technical Operations Manager, Schedule Control Manager, and Technical Control Manager shall meet with the DIT MiCSES project director, Accenture project director, and PCO Incumbent managers to:

- Become familiar with PCO processes, reports, and metrics.
- Gain a full understanding of the State's expectations regarding the level of cooperation and interaction between the PCO and Accenture.
- Become familiar with processes and services provided by DIT staff and other DIT contracts.
- Set exact dates for transition meetings for the remainder of the transition period.

Within five (5) business days of Contract initiation, the Contractor shall submit a detail transition work plan to the State.

During the second week of transition, the Contractor shall conduct a Project Kickoff Meeting at the project office in Lansing. All of the Contractor's staff shall attend. The Contractor shall present an overview of the detail transition plan and describe areas of ongoing coordination among the PCO, State, and Accenture. Key DIT, FIA, Accenture, and Incumbent Contractor staff will attend.



Knowledge transfer sessions will begin immediately after the Project Kickoff Meeting and continue until the end of the transition period. These knowledge transfer sessions shall include a review of documentation, verbal discussion, and job shadowing. New Contractor staff shall deliver presentations on the knowledge transfer process, brief overviews of their areas of responsibility, and risk mitigation plans. State and Incumbent Contractor staff will attend the knowledge transfer presentations.

The State has already identified several high risk areas that the Contractor must address during the transition period. These high risk areas include, but are not limited to, continuity of batch operations, prompt problem resolution, and the need to cross-train staff to minimize reliance on a single expert. The State encourages bidders to identify other examples of high risk transition topics. Risk mitigation plans for all high risk areas are required in order for the State to consider the transition period successful.

Performance Readiness Review (PRR) activities shall occur during the fourth and final week of transition. The Schedule Control Team shall demonstrate its readiness to assume full responsibility for PCO schedule control by:

- Deliver a detail transition work plan within five (5) business days of Contract initiation.
- Prepare materials for and facilitate the weekly release planning meeting.
- Prepare materials for and facilitate the weekly manager status meeting.
- Prepare materials for and facilitate the bi-weekly leadership meeting.

The Technical Control Team shall demonstrate its readiness to assume full responsibility for PCO technical control by:

- Successfully complete seven (7) successive 24-hour days supporting the production environment of MiCSES, with the Incumbent Contractor and State serving only as quality assurance supervisors of the operations. This activity includes batch operations and analysis/resolution of Remedy tickets.

Deliverables:

- a) Detail transition work plan (within five business days of Contract initiation)
- b) Project Kickoff Meeting (during second week)
- c) Organization Chart, including Schedule Control Team and Technical Control Team
- d) Weekly status reports
- e) Transition risk assessment report, including mitigation strategy
- f) Knowledge transfer sessions
- g) Presentations by new Contractor staff demonstrating results of knowledge transfer
- h) Materials preparation for and facilitation of weekly release planning meeting, weekly manager status meeting, and bi-weekly leadership meeting
- i) Production support of the MiCSES environment for seven (7) successive 24-hour days, including batch operations and analysis/resolution of Remedy tickets

2. Task 2 – Project and Technical Operations Management

The Contractor Project Director/Technical Operations Manager serves as the Contractor project director. Both the Schedule Control Manager and the Technical Control Manager report to this individual. The Contractor Project Director/Technical Operations Manager has overall responsibility to provide PCO staffing (hiring and termination) to complete the tasks identified in this Contract. In addition to providing overall direction to the two PCO teams, the Contractor Project Director/Technical Operations Manager serves as a single point of accountability to the DIT MiCSES project director and the FIA OCS Director for the MiCSES technical environments.

The Contractor Project Director/Technical Operations Manager is a key staff position. This individual must have at least five years project management experience in a complex technical environment, preferably in a public sector environment, comparable to MiCSES in complexity, size, and scope. Specific tasks and responsibilities include:

**a) Strategic Planning**

Develop and maintain strategic plans for the MiCSES technical environment, including:

- i. MiCSES production, read-only, and support environments
- ii. Client interface (desktops)
- iii. Servers (approximately 20) located at the MiCSES project office on Long Blvd.
- iv. Remedy production support system
- v. Data Warehouse
- vi. Legacy CSES Central system
- vii. IVR infrastructure

Strategic plans include timeframes and costs for current platform upgrades or replacements, consolidations, new equipment, and redeployment of existing equipment. Strategic plans are first presented as recommendations to the DIT MiCSES project director. Upon approval by the DIT MiCSES project director, the Contractor Project Director/Technical Operations Manager presents the recommended strategic plan to appropriate DIT executives. Once approved by appropriate DIT executives, the Contractor Project Director/Technical Operations Manager oversees implementation of the plan, and updates the plan as appropriate.

b) Process Management

Provide leadership and management for maintaining, changing, or developing key processes in support of the MiCSES application and its environments. The Contractor Project Director/Technical Operations Manager ensures that all teams, including teams staffed by the PCO and/or Accenture, support and adhere to defined processes. Key processes include:

- i. Ticket Assessment Group (TAG)
- ii. Release Planning
- iii. Change Control
- iv. Issue Escalation and Resolution
- v. MiCSES Development Process and Status Tracking Flow (also known as the “Build Process” or “48 Steps”)

c) Relationship Management and Coordination with DIT and FIA Office of Child Support

The Contractor Project Director/Technical Operations Manager is accountable for the overall relationship management among the MiCSES Technical Control Team, the FIA Office of Child Support, and the DIT Infrastructure Services teams. The Contractor Project Director/Technical Operations Manager ensures that effective coordination, integration, planning, and cooperation occurs to reach identified goals and obtain desired outcomes. Key DIT Infrastructure Services teams include:

- i. Data Center Services
- ii. Technical Services
- iii. Telecommunications and Network Management
- iv. Desktop Services
- v. Field Services

The Contractor Project Director/Technical Operations Manager maintains the overall relationship with the DIT Infrastructure Services director in support of the MiCSES environment. See Appendix G for a DIT organization chart. The Contractor Project Director/Technical Operations Manager is a communication conduit between various DIT departments/teams and MiCSES technical operations. The Contractor Project Director/Technical Operations Manager manages the relationship between DIT Infrastructure Services teams and the MiCSES Technical Control Team. The Contractor Project Director/Technical Operations Manager provides updates and issue/change management reports to the DIT MiCSES project director and the FIA OCS director.

d) Disaster Recovery



The Contractor Project Director/Technical Operations Manager is responsible for providing input and assistance as requested by State staff for development and maintenance of the overall disaster recovery plan for the MiCSES production environment and key supporting environments. This task requires updates, as needed, to the contact list and training with key owners. This task also requires integration and coordination with DIT Infrastructure Services teams. In the event that the disaster recover plan needs to be activated, the Contractor Project Director/Technical Operations Manager supports State staff as needed in implementation of the plan.

e) Meeting Facilitation

Provide meeting facilitation, as requested by the DIT MiCSES project director, for various meetings with the FIA Office of Child Support and its partners related to the MiCSES application and/or its environments. This task requires adherence to standard facilitation techniques, including meeting perspectives, agendas, ground rules, and documentation.

Deliverables:

- a) Weekly status reports
- b) Incident reports for unscheduled system unavailability
- c) Recommendations, as needed, to upgrade the architecture to improve performance, address new requirements, or incorporate new technology
- d) Strategic plan, updated as needed, for the MiCSES technical environment
- e) Updates, as needed, to descriptions and graphical representations of key processes
- f) Updates, as needed, to the MiCSES Disaster Recovery Plan

3. Task 3 – Schedule Control

The PCO Schedule Control Team follows the Project Management Methodology (PMM) adopted by the State. This methodology includes the following standard project phases:

- Overview
- Initiation
- Planning
- Execution
- Control
- Closeout

The MiCSES project rigorously follows this PMM to manage on-time delivery of quality application releases. More detail on the State PMM can be found at www.michigan.gov/projectmanagement.

The State, PCO, and the application/maintenance contractor jointly comprise the management team for the MiCSES project. Specifically, the PCO Schedule Control Team provides project management support to the State in project administration; change control; release planning; release management; issue escalation, tracking, and resolution; Remedy ticket assessment; performance metrics for the application maintenance/development contractor; and participation in project strategy and direction as requested.

The PCO Schedule Control Team provides assistance to the State in the form of independent oversight, monitoring, and reporting on activities and metrics critical for on-time delivery of quality technology services that meet the needs of the FIA Office of Child Support. The PCO Schedule Control Team is responsible for creating and maintaining detailed MS Project plans and schedules, that support project scope, milestones, and deliverables. Once a project plan is resourced and baselined, all resources (State and Contractual) are required to report time spent against the plan via a project-wide reporting tool. The PCO Schedule Control Team uses information collected via this tool to track progress against the plan, determine earned value calculations, and derive weekly status reports.

The PCO Schedule Control Team provides management assistance to the State and its application maintenance/development contractor through performance of the following tasks:



- a) Develop and manage project schedules and application releases – Work in tandem with the MiCSES Application Maintenance/development contractor to create system lifecycle schedules and plans that are logic and resource driven. Maintain the schedules to manage releases and scope.
- b) Manage resource pool – Using project management tools, align resources to application releases and tasks, identify number of resources needed, identify resource conflicts, and assist in leveling resources across tasks and/or releases. This task does not include staff supervision or direct assignment of individuals to tasks. These specific responsibilities, staff supervision and task assignment, are the responsibility of the application maintenance/development contractor and/or the State.
- c) Maintain Change Control and Issue Resolution processes – Provide structure to manage changes in scope. Document, and escalate issues. Facilitate cross-functional team communications for issue resolution
- d) Time Tracking – Support level of effort and time tracking, determine where resource time is spent, gather and document data to enable increased estimating accuracy for future software releases based on historical data.
- e) Ticket Assessment – Support the tracking of Remedy tickets from the users and manage the ticket assessment process. Facilitate and coordinate the prioritization and integration of OCS requirements into maintenance releases. Facilitate weekly meetings of the Ticket Assessment Group (TAG).
- f) Release Planning – Support the MiCSES Release Planning process by close coordination with the application maintenance/development vendor in selection, research, and preliminary planning of application releases. This effort includes input from the Ticket Assessment Group, Program Leadership Group, and PCO Technical Control Team.
- g) Communication– Identify appropriate information requirements and their flow, and ensure individuals at all levels receive appropriate information on scheduling and planning in a timely manner. Establish meeting schedules and agendas. Facilitate maintenance release and status meetings. Coordinate communications across stakeholders and among vendors.
- h) Performance Monitoring - Maintain disciplined process for monitoring release deliverables and schedule milestones. Update and monitor project scorecards. Monitor and publish earned value and other performance metrics. Report program status and milestones on a timely basis. Facilitate action plans for solving progress-related obstacles.
- i) Provide support and assistance to other MiCSES projects as resources permit.
- j) Interface with FIA-OCS, MiCSES application maintenance/development contractor, DIT Infrastructure Services teams, and other functional areas (e.g., IVR, MiSDU) as necessary.

Note that use of established PCO Schedule Control tools and processes is a requirement of this Contract. These tools include Groupwise, MS Project, Issue Tracker, Project Tracker, Report Tracker, Test Tracker, Time Tracker, Admin Tracker, Ticket Tracker, and Continuous Improvement Requests.

PCO Schedule Control services are currently provided by five individuals:

- Schedule Control Manager
- Release Managers (2)
- Work Flow Coordinator
- Project Scheduler (part-time)

Following are brief descriptions of the tasks assigned to these roles as well as a list of required skills.

Schedule Control Manager

The DIT MiCSES project director, Schedule Control Manager, and application maintenance/development project manager are jointly responsible for managing activities that meet the technology business objectives of the FIA Office of Child Support. The Schedule Control Manager directs and oversees the PCO Schedule Control Team. The Schedule Control Manager reports to the Contractor Project Director/Technical Operations Manager, but also takes direction from the DIT MiCSES project



director. The Schedule Control Manager ensures consistency with the State's Project Management Methodology and establishes the strategy for monitoring performance of the application maintenance/development vendor. The Schedule Control Manager has overall management responsibility for tasks a) through j) listed above. The Schedule Control Manager manages the enterprise view and the interdependencies among projects to achieve business objectives, focusing on interactions at multiple levels and among multiple agencies and individuals. The Schedule Control Manager provides input for issue resolution, creates plans to mitigate risk, and removes roadblocks to success.

Required skills include:

- 5 years experience managing projects with a staff of 60 or more people on large system development projects or technical organizations that are similar in size, scope, and complexity to MiCSES.
- 5 years experience with one or more structured development methodologies.
- Previous experience establishing and managing a Project Control Office.
- Strong understanding of the SEI Capability Maturity Model (CMM) and experience implementing CMM Level 3.
- Proficiency using Groupwise, MS Project, MS Excel, MS Word, MS PowerPoint, Remedy, and PMM tracking tools.

Release Managers

Using the established PMM, Release Managers on the PCO Schedule Control Team manage detailed project plans and schedules for the day-to-day tracking and oversight of MiCSES application releases. These team members create and use tools to monitor and report on schedule progress, resource utilization, issue escalation/resolution, and process adherence. These individuals also gather and report on performance compliance metrics for the MiCSES application maintenance/development vendor (Accenture). These individuals are often consulted to resolve issues and to address specific roadblocks to a successful application release. The PCO Schedule Control Release Managers are responsible for managing the application release delivery within specified parameters of cost, time, and quality. The Release Managers direct the daily activities of the Project Scheduler.

Required skills include:

- 3 years experience managing projects with a staff of 60 or more people on large system development projects or technical organizations that are similar in size, scope, and complexity to MiCSES.
- 3 years experience with one or more structured development methodologies.
- Previous experience working in a Project Control Office.
- Strong understanding of the SEI Capability Maturity Model and experience implementing CMM Level 3.
- Expertise in defining, implementing, and analyzing metrics relevant to project management.
- Expert in using Groupwise, MS Project, MS Excel, MS Word, MS PowerPoint, Remedy, and PMM tracking tools.

Project Scheduler

The Project Scheduler updates schedules for day-to-day tracking. This individual supports the Release Managers using project management tools, techniques, and methodologies. The Release Managers direct the daily activities of the Project Scheduler. The Project Scheduler performs many of the administrative tasks needed to monitor and report on the status of an application release.

Required skills include:

- 2 years experience managing projects with a system development organization of similar size, scope, and complexity to MiCSES.
- 2 years experience with one or more structured development methodologies.
- Previous experience working in a Project Control Office.



- An understanding of the SEI Capability Maturity Model and experience implementing CMM Level 3.
- Experience in tracking and analyzing metrics relevant to project management.
- Proficiency using Groupwise, MS Project, MS Excel, MS Word, MS PowerPoint, Remedy, and PMM tracking tools.

Work Flow Coordinator

The Work Flow Coordinator is a key participant in three groups: Triage, Ticket Assessment, and Release Planning. The Work Flow Coordinator communicates with and creates a working relationship with members of all three groups. Refer to Appendix K for a description of the Release Planning process and the role of various groups. The Work Flow Coordinator functions as a “gatekeeper” for all open Remedy tickets and is responsible for following established criteria in packaging the tickets for review and release. The Work Flow Coordinator prepares materials for and facilitates the weekly meeting of the Ticket Assessment Group. The Work Flow Coordinator prepares materials for and participates in the weekly Release Planning meeting.

Required skills include:

- 2 years experience managing projects with a system development organization of similar size, scope, and complexity to MiCSES.
- 2 years experience with one or more structured development methodologies.
- Previous experience working in a Project Control Office.
- An understanding of the SEI Capability Maturity Model and experience implementing CMM Level 3.
- Experience in defining and managing work approval processes.
- Proficiency using Groupwise, Remedy, and PMM tracking tools.

Deliverables:

- a) Release plans, including narrative description of release contents and fully resourced schedules
- b) Detailed task level plans and schedules for release deployment
- c) Facilitation of and materials preparation for release deployment meetings
- d) Weekly status reports
- e) Facilitation of and materials preparation for weekly status meetings for managers and team leaders
- f) Facilitation of and materials preparation for bi-weekly leadership meetings
- g) Facilitation of and materials preparation for weekly release planning meetings
- h) Participation in and materials preparation for biweekly Program Leadership Group (PLG) meetings, as requested by DIT MiCSES project director
- i) Performance metrics including score cards, earned value analysis, resource usage, defects found and resolved in testing, defects introduced into production, analysis of Accenture warranty work, and analysis of application down time
- j) Facilitation of and materials preparation for close-out of each release, including archival of all project data, lessons learned sessions, and close-out of any open action items
- k) Ad hoc reports requested by DIT MiCSES project director

4. Task 4 – Technical Control

The PCO Technical Control Team enforces technical and network security standards, oversees adherence to established technical processes, and provides infrastructure support services to the State and its MiCSES application maintenance/development contractor. The Technical Control Team provides services in the following general categories:

- a) System architecture
- b) Oracle configuration management
- c) Teradata Data Warehouse configuration management
- d) Environment planning and preparation



- e) Oracle database management and repository support
- f) Network and MiCSES development/maintenance environment support
- g) Data modeling
- h) Data loading and system utilities support
- i) Oracle batch operations and support
- j) Data Warehouse batch operations and infrastructure support
- k) Web server and administration support for the PCO website
- l) IVR infrastructure support
- m) Remedy ticket processing, documentation, and administrative support

Following are descriptions of the Technical Control Manager's duties, tasks currently assigned to the 13 service categories listed above, and required skills for each task description.

Technical Control Manager

A Technical Control Manager manages and provides technical direction to the various PCO Technical Control subteams. The Technical Control Manager provides direction, solutions, and improvements as well as suggests, designs, and improves tools and processes to deliver infrastructure services to various MiCSES project teams. The Technical Control Manager is often consulted by other MiCSES project teams to solve technical issues, plan and manage environments, create and maintain overall development and recovery processes and standards, and provide overall architectural vision. The Technical Control Manager provides input to the PCO Schedule Control Team in the form of technical infrastructure analysis, estimates, assumptions, and task definitions. The Technical Control Manager has overall responsibility for management of the MiCSES production, development, training, and testing environments and is directly involved in their configuration, capacity planning, and maintenance. Collaboration and interaction with various DIT Infrastructure Services teams is required. Other responsibilities include contingency management, disaster recovery and business resumption strategy, implementation planning, system migration and upgrade strategy, and general direction regarding the stability and maintainability goals of the MiCSES application components. The Technical Control Manager is a key staff position. The Technical Control Manager reports to the Contractor Project Director/Technical Operations Manager.

Required skills include:

- 5 years experience managing a technical infrastructure services team on large system development projects or technical organizations that are similar in size, scope, and complexity to MiCSES.
- 5 years technical experience in:
 - ✓ RDBMS
 - ✓ SQL
 - ✓ JAVA
 - ✓ J2EE
 - ✓ XML
 - ✓ Unix administration
 - ✓ Shell scripting
 - ✓ Automation techniques
 - ✓ Productivity improvement
 - ✓ Enterprise system management
 - ✓ System redundancy and failover strategies
- Strong understanding of the SEI Capability Maturity Model and experience implementing CMM Level 3

Following are task descriptions for each Technical Control service category (or subteam) as well as lists of required skills for subteam members.

a) System Architecture



System architecture refers to the combination of hardware, network, application, and database, which together must perform smoothly to provide high quality service to customers. Refer to Appendix M Technical Processes and Interfaces for a graphical depiction of the various components of the MiCSES architecture. Effective system architecture requires a high level of coordination, cooperation, and integration among the Contractor, MiCSES application maintenance and development vendor, and the State.

Throughout the term of the Contract, the Contractor shall be expected to understand and consult with the State regarding MiCSES system architecture, advising the State of any anticipated performance problems, and recommending changes and upgrades to the architecture as appropriate. Contractor responsibilities shall include understanding the impact of coordinating multiple development and maintenance database regions and application versions simultaneously, coordinating planning for region creations, refreshes, data loads, etc. as required to meet project deadlines, and ever-changing conditions or requirements. The Contractor staff shall manage the MiCSES applications to the extent required to support the development and maintenance efforts of MiCSES, determining when planned activities conflict or otherwise require contingency planning.

The system architecture must be maintained in a manner that will allow the State to grow, protect, and edit child support enforcement data in a manner that is both cost effective and ensures high performance and availability.

The system architecture subteam oversees effectiveness of the overall system architecture, enforces standards for application coding, and ensures that application components are sufficiently robust to operate smoothly and without excessive maintenance effort. This subteam reviews and analyzes known problem areas of the MiCSES application and makes recommendations for improvement (e.g., more efficient code, index recommendations, and tuning recommendations). This subteam also inspects MiCSES application code and makes recommendations to improve commit/restart capability, modularity and maintainability, and error handling. The system architecture subteam participates in functional and technical design sessions with the MiCSES application maintenance and development team and provides input as needed to those designs.

System architecture services for both production support and new development are currently provided by a subteam of two people

Required skills include:

- 3 years experience in large-scale systems development and/or maintenance in a technical environment similar in size, scope, and complexity to MiCSES.
- 3 years experience with structured development methodology.
- 3 years technical experience in:
 - ✓ RDBMS
 - ✓ SQL
 - ✓ Oracle PL/SQL
 - ✓ Oracle database
 - ✓ Oracle forms
 - ✓ Oracle procedures
 - ✓ Data modeling
 - ✓ Unix administration
 - ✓ Enterprise system management
 - ✓ System redundancy and failover strategies
- Strong understanding of the SEI Capability Maturity Model and experience implementing CMM Level 3.

b) Oracle Configuration Management

The Oracle configuration management subteam administers the Oracle repository, defines containers, and enforces configuration management processes for MiCSES Oracle production and development



activities. The subteam controls several thousand configurable items that comprise the MiCSES components on several platforms. The subteam creates, modifies, and improves automated build processes, configuration management tracking utilities and applications, configuration management reporting utilities and applications, and any other automated productivity tools used for building and/or tracking the configurable items with the MiCSES Oracle application. The subteam also modifies and supports the MiCSES Development Process and Status Tracking Flow software that governs change control, workflow, and promotion to production procedures. See Appendix L for detailed information on the MiCSES Development Process and Status Tracking Flow. The Oracle configuration management subteam supports various other project tracking tools and provides Remedy ticket information/reports and other program management data to DIT and FIA leadership. The subteam assists the application maintenance/development team in troubleshooting compilation errors.

MiCSES Oracle configuration management services are currently provided by two people dedicated to production support and two people dedicated to new development. Team members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 2 years experience performing Oracle configuration management services in a technical environment similar in size, scope, and complexity to MiCSES.
- 2 years technical background in:
 - ✓ Oracle application components
 - ✓ Oracle repository 6i/9i
 - ✓ SQL
 - ✓ PL/SQL Stored Procedures
 - ✓ Unix scripting
- 2 years experience in web development tools, including:
 - ✓ Active Server Pages
 - ✓ HTML
 - ✓ ColdFusion
 - ✓ JSP
 - ✓ DOS batch scripting

c) Teradata Data Warehouse Configuration Management

The Teradata Data Warehouse configuration management subteam performs essentially the same tasks for the Data Warehouse that are described above in section b) for the Oracle environment. The Data Warehouse Configuration Management subteam converts the Data Warehouse source code archives to a tool and process that integrates with other MiCSES processes.

MiCSES Data Warehouse Configuration Management services are currently provided by one person dedicated to production support and one person dedicated to new development. Team members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 2 years experience performing Teradata Data Warehouse configuration management services in a technical environment similar in size, scope, and complexity to MiCSES.
- 2 years technical background in:
 - ✓ PVCS
 - ✓ Microsoft Visual Source Safe
 - ✓ Oracle repository
 - ✓ SQL
 - ✓ Data Modeling

d) Environment Planning and Preparation



The environment planning and preparation subteam serves as the focal point for communications with other MiCSES project teams requiring their services. Members of the environment planning and preparation subteam must be able to understand the impact of coordinating multiple maintenance and development database regions and application versions simultaneously. Further, members of this subteam coordinate planning for region creations, refreshes, and data loads as required to meet release deadlines and ever-changing conditions and requirements. This subteam works directly with the MiCSES maintenance and development, testing, and training teams to provide and manage databases and applications needed to support various efforts. Members of this subteam identify environmental conflicts that may occur across planned activities and develop contingency plans when necessary.

Environment planning and preparation services are currently provided by two people who handle both the production and development environments. Subteam members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 2 years configuration management experience on various platforms
- 2 years experience working in a maintenance and development environment similar in size, scope, and complexity to MiCSES
- Multi-tasking capability
- Project management experience
- Ability to conduct complex impact analyses
- Experience in contingency planning, feasibility studies, and risk management
- Ability to read and comprehend complex architectural diagrams
- Knowledge of the MiCSES architecture (desirable)

e) Oracle Database Management and Repository Support

The Oracle database management and repository support subteam is responsible for all Oracle database instances (including 8i and 9i), Oracle database system configuration, application server administration, and database maintenance for all production and development environments. This subteam creates and configures database instances, manages disk space, performs capacity planning, applies application tuning improvements, manages data index files, and oversees the business resumption and disaster recovery plan. This subteam is also responsible for UNIX administration, shell scripting, system and database security, and general system operations.

This subteam configures and administers the Oracle Internet application server and web server components of the MiCSES online application. Members of this subteam act as consultants to the maintenance/development team regarding the Oracle development environment (e.g., Designer 6i/9i, Forms, PL/SQL, and Oracle 6i/9i repository) and often specify the configuration of developer desktops and development environments (e.g., usage of shared object libraries, local schema development, standards, and best approaches). This subteam develops and maintains back-up schedules in coordination with DIT Infrastructure Services teams. This subteam also provides guidance for Oracle best practices regarding hardware and software options.

Oracle database and repository support services are currently provided by one person dedicated to production support and one person dedicated to new development. Subteam members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 2 years experience Oracle database management and repository support in a technical environment similar in size, scope, and complexity to MiCSES.
- 2 years technical background in:
 - ✓ Tru64 Unix administration



- ✓ HP-UX experience
- ✓ Apache Web Server knowledge
- ✓ Oracle Applications server release II expertise, including but not limited to, Forms 9i services, Report 9i services, Oracle Process Manager, Enterprise Manager, Oracle Internet Directory, Oracle Enterprise Security protocols, Metadata Repository, Webcache, mod_oc4j, moc_perl, AJP 1.3, AJP 1.4
- ✓ Distributed configuration management tools
- ✓ Oracle application server infrastructure suite of products bundled with 9iAS Release II
- Ability to update application server configurations, export instance configurations, create clusters, import saved configurations, create OC4J containers and application contexts, and load balance OC4J containers using islands across instances
- Familiarity with XML parsers, DTD specifications, SML based PDF generation, SSH specifications, and Public Key Encryption/Cryptography
- UNIX-based skills including RC4, Certification Authorities, SSL and Single Sign On, Korn Shell scripting, Perl and Java
- Database administration skills including SQL, Oracle 8i/9i RDBMS, all Oracle 6i/8i/9i tools, Oracle IAS 9iAS, J2EE compliant enterprise architecture configuration and administration, Enterprise Tomcat 3.x/4.x
- Advanced Oracle performance tuning skills
- Oracle certification preferred

f) Network and MiCSES Maintenance/Development Environment Support

The Network and MiCSES Maintenance/Development Environment Support subteam provides troubleshooting expertise related to the connectivity and user desktop environment of the MiCSES application. Members of this subteam support the resolution of Remedy tickets regarding application and network connectivity problems logged by local county users. This subteam provides desktop support for the MiCSES maintenance/development and testing teams, providing expert assistance in resolving desktop and connectivity errors and bugs.

This subteam works closely with various DIT infrastructure services teams (see Appendix G for DIT organization charts). Other responsibilities include administration of NT file servers used to support development efforts, assistance with build scheduling, backup of NT servers, and general assistance with application infrastructure issues. Members of this subteam are often dispatched to work “hot” issues requiring on-site troubleshooting and/or coordination of support efforts.

Network and MiCSES Maintenance/Development Environment Support services for both production support and new development are currently provided by two individuals. Subteam members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 2 years experience in network and maintenance/development environment support in a technical environment similar in size, scope, and complexity to MiCSES.
- Broad experience in network configurations, administration, security, routers, firewalls, and network capacity planning
- Technical background in Oracle development environment 6i/9i, Oracle 9iAS, and Oracle database 8i/9i
- Knowledge of Windows NT and XP software products
- Knowledge of Internet Explorer
- Microsoft certification preferred

g) Data Modeling

The data modeling subteam manages the repository and administers repository policies. This subteam is responsible for database change requests from developers, beginning with analysis of the request



and, if approved, ending with implementation. The data modeling subteam is responsible for tight control and integrity of the MiCSES data model, including all applicable standards, conventions, and documentation. The data modeling subteam must be able to create the application database from the model and audit any instances for conformity. Members of this subteam participate extensively in seed data activities and have a broad understanding of the data values key to the application. This subteam provides expertise, configuration, maintenance, and support to the data loading and system utilities support subteam, system architecture subteam, and the Oracle Configuration Management subteam. The data modeling subteam supports the MiCSES maintenance/development team in their use of the Oracle repository 6i/9i environment.

Data Modeling services are currently provided by one person dedicated to production support and two people dedicated to new development. Subteam members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 3 years data modeling experience in a technical environment similar in size, scope, and complexity to MiCSES.
- Extensive knowledge of relational database structures and modeling tools
- 3 years technical background in:
 - ✓ Oracle database 8i/9i
 - ✓ Oracle designer 6i/9i
 - ✓ Oracle forms
 - ✓ Oracle PL/SQL
 - ✓ DDL
 - ✓ Database tuning
 - ✓ Database design
- Ability to multi-task and manage/coordinate simultaneous environments for multiple concurrent application releases
- Oracle certification preferred

h) Data Loading and System Utilities Support

The data loading and system utilities support subteam works very closely with the data modeling subteam and often performs some of the same tasks. The focus of the data loading and system utilities support subteam's activities is the coordination, loading, and configuration management of seed data (data used by the MiCSES application to control functionality, drop-downs, and system values). This subteam reconciles value problems, especially with user security set-up in the application security tables. This subteam has duties related to database creation and refreshes, data archival procedures, and is the key resource for populating the various areas used by the development, testing, and training teams. This subteam creates, maintains, and executes data reduction and extraction programs to produce reduced databases for testing and/or demonstration purposes not requiring full production data. If data conversion is involved with implementation of an application release, this subteam is responsible for merging new system values with current production values.

Data Loading/Data Utilities Support services are currently provided by one person for production support and one person for new development. Subteam members provide support after normal business hours (i.e., nights and weekends) and participate in a 24 x 7 on-call rotation.

Required skills include:

- 3 years data loading and system utilities support experience in a technical environment similar in size, scope, and complexity to MiCSES.
- 3 years technical background in:
 - ✓ SQL
 - ✓ PL/SQL



- ✓ Oracle RDBMS
- ✓ DDL
- ✓ Oracle data manipulation procedures
- ✓ Data archive strategies
- Ability to multi-task and manage/coordinate several simultaneous environments for development of multiple concurrent application releases.

i) Oracle Batch Operations and Support

The Oracle batch operations and support subteam provides primary support for nightly execution of the production batch process. This subteam has extensive knowledge of the batch executive process and input/output system file interfaces. This subteam uses its expertise as first line response to resolve batch failures requiring data correction or other situations requiring action to restart or resume processing (such as tactical index creation). The subteam also manages the Autosys schedule and has expertise in that tool.

The subteam provides input into batch performance and tuning and provides the maintenance/development team with timing information and recommendations. The Oracle batch operations and support subteam assists and participates in performance improvement efforts and provides recommendations on batch topics for new application releases.

The Oracle batch operations and support team leader is the primary DBA support resource for the subteam. This individual provides full database and technical system administration support for all aspects of the MiCSES Oracle architecture, including Oracle 8i/9i RDBMS database and 9iAS application server. The team leader provides technical leadership for the Oracle batch operations and support subteam, handles on-call emergencies, and provides overall direction regarding scheduling, job conflicts, and volume batch planning (e.g., month-end, year-end, and special batch processes). This individual customizes scripts, creates custom scheduling reports from scheduling software, executes Oracle backup and recovery best practices based on Oracle backup and recovery protocols, utilizes Oracle recovery manager (RMAN), automates jobs and interfaces by UNIX scripting, administers interfaces to external agencies, and validates inputs received from external agencies.

Batch operations and support services for the MiCSES Oracle environment (including both production and new development) are currently provided by one team leader and four operators. Subteam members support a 24 x 7 x 365 batch production schedule (three shifts per day, seven days per week). Subteam members also provide on-demand batch execution in the development and testing environments during and after regular business hours. Given the critical nature of batch operations, all team members, including the team leader, are key positions.

Required skills for Operators include:

- 3 years technical background in:
 - ✓ Autosys 4.5 scheduler
 - ✓ UNIX scripting/commands
 - ✓ FTP
 - ✓ SQL
 - ✓ VAX/VMS
 - ✓ TNG scheduler

Required skills for the team leader include:

- 5 years batch operations support experience in a technical environment similar in size, scope, and complexity to MiCSES.
- 5 years technical background in:
 - ✓ UNIX shell scripting in Tru64/HP-UX environments
 - ✓ Oracle 8i/9i RDBMS
 - ✓ Oracle 9iAS application server



- ✓ SSH/SSL
- ✓ Public Key Cryptography and encryption
- ✓ Electronic Funds Transfer
- ✓ Export/import processes
- ✓ PDF generation
- Expertise in replication, performance tuning, database analyze, and database recovery
- Familiarity with security processes and access control protocols
- Certified Oracle DBA preferred

j) Data Warehouse Batch Operations and Infrastructure Support

The Data Warehouse batch operations and infrastructure support subteam executes Data Warehouse batch schedules per normal, required processing. The majority of batch processing occurs during normal business hours or can be scheduled to run unattended after regular business hours. The subteam provides infrastructure support services for the Teradata Data Warehouse component, including support for the Bi-Query front-end, hardware configuration, and software configuration.

Data Warehouse batch operations and infrastructure support services are currently provided by one person, including both production and new development environments. This individual provides support after normal business hours (i.e., nights and weekends) and participates in a 24 x 7 on-call rotation. Bidders are encouraged to present staffing strategies that do not rely on a single individual to provide a critical service. Given the critical nature of Data Warehouse batch operations, all subteam members are considered key positions.

Required skills include:

- 3 years technical background in:
 - ✓ NT/Citrix
 - ✓ PostalSoft
 - ✓ Bi-Query
 - ✓ Teradata Data Warehouse architecture
 - ✓ TeraData
 - ✓ C
 - ✓ Visual Basic
 - ✓ UNIX expertise (scripting, commands, cron) for use in the AIX, Tru64, and NCR Unix environments

k) PCO Web Tools Support

The PCO Web Tools Support subteam supports tools used by the PCO Schedule Control Team available on the PCO website and integrates PCO Technical Control tools, applications, and utilities within the framework of the overall PCO suite of tools. This subteam provides recommendations to the Technical Control Manager regarding improvements to tools or new tool creation. This subteam also maintains and supports the PCO website.

PCO Web Tools Support services are currently provided by two people.

Required skills include:

- 3 years technical background in:
 - ✓ SQL Server
 - ✓ Oracle RDBMS
 - ✓ Crystal Reports
 - ✓ Cold Fusion
 - ✓ IIS
 - ✓ Visual Basic
 - ✓ Visual InterDev
 - ✓ Active Server Pages



- ✓ JAVA
- ✓ JSP

- ✓ HTML
- ✓ General web concepts

l) IVR Infrastructure Support

The IVR Infrastructure Support subteam provides technical infrastructure support for the MiCSES Interactive Voice Response (IVR) systems. GovConnect is the State's Contractor for maintenance and development of the IVR application. The State through its PCO Technical Control Team supports the environment in which the IVR application operates. The IVR Infrastructure Support subteam is the first point of contact for resolution of technical infrastructure problems. There are two separate IVR applications. The IVR Infrastructure Support subteam must be able to completely install and/or troubleshoot an IVR server from the ground up with minimal or no additional resource support.

The IVR Infrastructure Support subteam manages 32 IVR servers located throughout the Lower Peninsula, providing information to 14 million callers per year. On-site presence is sometimes required for problem resolution. The subteam manages the 83 continually changing IVR custom scripts and transfer options that work as gateway routers to the MiSDU and local FOC offices. This subteam ensures constant IVR connectivity to a wide variety of telecommunication systems and networks. The subteam coordinates activities of the IVR vendor (GovConnect), County Friends of the Court, County Information Technology officers, County telecommunication specialists, telecommunications system engineers, private sector telecommunication service providers, MiSDU Call Center, and a variety of MiCSES and DIT personnel. The IVR systems provide a critical business function for clients of the child support program, answering more than one million calls each month from custodial and noncustodial parents.

IVR Infrastructure Support services are currently provided by one person. This individual provides support after normal business hours (i.e., nights and weekends) and participates in a 24 x 7 on-call rotation. Given the critical nature of IVR Infrastructure Support services, all subteam members are considered key positions.

Required skills include:

- 3 years technical background in:
 - ✓ Dialogic telephony peripherals
 - ✓ PC server architecture
 - ✓ AccessNet
 - ✓ IVR proprietary software
 - ✓ Telecommunications and network configuration
 - ✓ voice response/routing systems
- Ability to read and comprehend complex architectural diagrams
- Certification in or extensive knowledge of NT/2000

m) Remedy Ticket Processing, Documentation, and Administrative Support

This subteam provides a single point of contact for Remedy tickets assigned to the Technical Control Team. This subteam ensures that the Remedy ticket is assigned to the appropriate Technical Control subteam. Also, when specific documentation (e.g., procedures, standards, and audit responses) is required, members of this subteam gather, create, or coordinate that documentation.

This subteam also provides general administrative support, maintains on-call schedules, and coordinates team communications. This function is staffed on a less-than-fulltime basis by two individuals whose primary responsibilities lie with other Technical Control subteams.

Statements of Work:



In addition to the tasks and responsibilities described in items a) through m) above, the State anticipates that unplanned, non-routine events will occur over the term of the three-year Contract that will require additional resource hours and/or skills. Such events could be emergency releases of the application, introduction of new technology to the environment, information requested for audits, root cause analyses, security reviews, implementation of disaster recovery plans. During the term of the Contract, the State will issue Statements of Work (SOW). The Contractor shall be required to respond to the SOW within ten (10) business days. Upon written approval by the State, each SOW will become a fixed price component of the Contract, drawing upon the estimated 20,000 hours per year available for such events.

Deliverables:

- g) Weekly written status reports that include, at a minimum, a description of work accomplished, work scheduled, and identification of issues requiring management attention.
- h) Incident reports for unscheduled system unavailability.
- i) System architecture maintenance that provides for system availability Monday through Friday, 7:00 a.m. to 6:00 p.m., and at least one Saturday per month, 7:00 a.m. to 3:00 p.m.
- j) System architecture maintenance that provides for the growth, protection, and operability of the MiCSES.
- k) Inputs to PCO Schedule Control processes as requested.
- l) Recommendations, as needed, to upgrade the architecture to improve performance, address new requirements, or incorporate new technology.
- m) Monthly staffing report.

II-D PROJECT CONTROL AND REPORTS

1. Project Control

- a. The Contractor will carry out this project under the direction and control of the DIT MiCSES project director.
- b. Although there will be continuous liaison with the Contractor team, the DIT MiCSES project director will meet weekly, at a minimum, with the Contractor's project director for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. The Contractor will submit a brief written monthly summary of progress that outlines the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the DIT MiCSES project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.
- d. Within five (5) working days of the award of the Contract, the Contractor will submit to the DIT MiCSES project director 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. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - 3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.



- 4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

2. Reports

The Contractor shall produce and/or provide appropriate inputs for weekly status reports for all scheduled work and work in progress. Weekly status reports shall include work accomplished, work scheduled for the next week, and identification of issues requiring management attention. Monthly summary status reports are to be provided to the DIT MiCSES project director and a copy submitted with the monthly invoice. All reports are to be in the format prescribed or approved by the DIT MiCSES project director.

In addition to the recurring weekly and monthly status reports, the following reports are required:

- Incident reports for unscheduled system unavailability
- Monthly staffing report
- Incident reports describing unanticipated problems, actions taken to address the problem, and outcomes
- Ad hoc reports as requested by the DIT MiCSES project director

II-E PRICE PROPOSAL

All prices/rates quoted in this Contract are firm for the duration of the Contract. No price changes will be permitted. See Appendix A for pricing details.

II-F CONTRACT PAYMENT

The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month

TABLE 1			
PROJECT FIXED PRICE INFORMATION			
FIXED PRICE PROPOSED FOR EACH TASK FOR 3 - YEAR CONTRACT			
1. Task 1: Project Initiation and 45-Day Transition	\$	-	
2. Task 2: Project and Technical Operations Management	\$	864,000.00	
3. Task 3: Schedule Control	\$	2,861,100.00	
4. Task 4: Technical Control	\$	18,160,920.00	
FIXED PRICE FOR TOTAL 3-YEAR PROJECT	\$	21,886,020.00	

TABLE 3			
TASK 2 PROJECT AND TECHNICAL OPERATIONS MANAGEMENT			
MONTHLY PRICE FOR EACH STAFFING CATEGORY MULTIPLIED BY NUMBER OF FTEs FOR EACH STAFFING CATEGORY			
Staffing Category	Monthly Price	FTE's	Total Fixed Price
1. Project Director/Technical Operations Manager	\$ 24,000.00	36	\$ 864,000.00
TOTAL MONTHLY FIXED PRICE FOR TASK 2			\$ 24,000.00
TOTAL FIXED PRICE FOR 3-YEAR CONTRACT FOR TASK 2			\$ 864,000.00

TABLE 4			
TASK 3 SCHEDULE CONTROL			
MONTHLY PRICE FOR EACH STAFFING CATEGORY MULTIPLIED BY NUMBER OF FTEs FOR EACH STAFFING CATEGORY			
Staffing Category	Monthly Price	FTE's	Total Fixed Price
1. Schedule Control Manager	\$ 22,400.00	36	\$ 806,400.00
2. Project Manager	\$ 21,952.00	36	\$ 790,272.00
3. Project Manager	\$ 17,405.00	36	\$ 626,580.00
4. Project Scheduler	\$ 17,718.00	36	\$ 637,848.00
TOTAL MONTHLY FIXED PRICE FOR TASK 3			\$ 79,475.00
TOTAL FIXED PRICE FOR 3-YEAR CONTRACT FOR TASK 3			\$ 2,861,100.00

TABLE 5			
TASK 4 TECHNICAL CONTROL			
MONTHLY PRICE FOR EACH STAFFING CATEGORY MULTIPLIED BY NUMBER OF FTEs FOR EACH STAFFING CATEGORY			
Staffing Category	Monthly Price	FTE's	Total Fixed Price
1. Technical Control Manager	\$ 22,400.00	36	\$ 806,400.00
2. Oracle Batch Operations Team Leader/ Expert Analyst	\$ 21,600.00	36	\$ 777,600.00
3. Oracle Batch Operations Subteam/ Programmer/Analyst	\$ 20,000.00	36	\$ 720,000.00
4. Oracle Batch Operations Subteam/ Programmer/Analyst	\$ 20,000.00	36	\$ 720,000.00
5. Oracle Batch Operations Subteam/ Programmer/Analyst	\$ 20,000.00	36	\$ 720,000.00
6. Oracle Batch Operations Subteam/ Programmer/Analyst	\$ 17,405.00	36	\$ 626,580.00
7. Teradata Data Warehouse Batch Operations Subteam/ Senior Analyst	\$ 18,240.00	36	\$ 656,640.00
8. IVR Support	\$ 14,504.00	36	\$ 522,144.00
9. Expert Analyst	\$ 18,816.00	36	\$ 677,376.00
10. Expert Analyst	\$ 17,248.00	36	\$ 620,928.00
11. Expert Analyst	\$ 33,264.00	36	\$ 1,197,504.00
12. Expert Analyst	\$ 13,280.00	36	\$ 478,080.00
13. Senior Programmer/Analyst	\$ 17,405.00	36	\$ 626,580.00
14. Senior Programmer/Analyst	\$ 13,798.00	36	\$ 496,728.00
15. Senior Programmer/Analyst	\$ 13,798.00	36	\$ 496,728.00
16. Senior Programmer/Analyst	\$ 13,798.00	36	\$ 496,728.00
17. Senior Programmer/Analyst	\$ 13,798.00	36	\$ 496,728.00
18. Senior Analyst	\$ 13,798.00	36	\$ 496,728.00
19. Senior Analyst	\$ 13,798.00	36	\$ 496,728.00
20. Senior Analyst	\$ 18,816.00	36	\$ 677,376.00
21. Programmer/Analyst	\$ 23,936.00	36	\$ 861,696.00
22. Database Administration Services	\$ 18,816.00	36	\$ 677,376.00
23. Database Administration Services	\$ 33,264.00	36	\$ 1,197,504.00
24. Database Administration Services	\$ 33,264.00	36	\$ 1,197,504.00
25. Database Administration Services	\$ 39,424.00	36	\$ 1,419,264.00
TOTAL MONTHLY FIXED PRICE FOR TASK 4			\$ 504,470.00
TOTAL FIXED PRICE FOR 3-YEAR CONTRACT FOR TASK 4			\$ 18,160,920.00

TABLE 6			
STATEMENT OF WORK PRICE INFORMATION			
HOURLY RATES FOR EACH STAFFING CATEGORY TO BE USED AS NOT TO EXCEED RATES FOR RESPONSES TO STATEMENTS OF WORK (DRAWN FROM ESTIMATED 60,000 HOURS PER YEAR)			
		NOT TO EXCEED RATE	
Staffing Category			
1. Project Director/Technical Operations Manager	\$	150.00	
2. Schedule Control Manager	\$	140.00	
3. Project Manager	\$	138.00	
4. Project Scheduler	\$	111.00	
5. Technical Control Manager	\$	140.00	
6. Oracle Batch Operations Team Leader	\$	135.00	
7. Oracle Batch Operations Subteam	\$	125.00	
8. Teradata Data Warehouse Batch Operations Subteam	\$	114.00	
9. IVR Support Subteam	\$	91.00	
10. Senior or Expert Analyst	\$	208.00	
11. Analyst	\$	150.00	
12. Senior Programmer/Analyst	\$	109.00	
13. Programmer /Analyst	\$	150.00	
14. Senior or Expert Programmer	\$	109.00	
15. Programmer	\$	150.00	
16. Database Administration Services	\$	247.00	

Department of Information Technology Michigan Child Support Enforcement System

Scope of State Responsibilities

This appendix identifies and describes certain tasks and responsibilities retained by the State of Michigan, the Department of Information Technology, or other contractual entities, that are related to, and performed in support of, the tasks and responsibilities specifically assigned to the successful bidder.

While the tasks and responsibilities identified and described in this appendix are outside the scope of the resulting Contract, there is an expectation of a high level of co-operation and integration between the Contractor and the State regarding these tasks and responsibilities.

Responsibilities and Tasks

1. DIT Infrastructure Services

In addition to infrastructure support tasks and responsibilities that are internal to MiCSES, the parent agency, DIT, provides the following support services.

A. DIT Data Center Services (DCS): This unit within DIT Infrastructure Services is responsible for all MiCSES hardware and operating software housed within the two data centers (State Secondary Complex and Treasury). Specifically DCS is responsible for:

1. Acquisitions and maintenance of hardware and software

- Servers
 - Storage
 - Backups
 - Software upgrades and patches
2. Network connectivity and security
- Internal Switches
 - Internal Routers
 - Internal Wiring
 - Firewalls
 - Addressing
 - Encrypting
3. Disaster recovery
- Plans
 - Testing
 - Communications
 - Documentation
 - Implementation

4. Database

- Physical level monitoring
-

B. DIT Distributed Processing Operations (DPO): This unit within DIT Infrastructure Services is responsible for all hardware and operating software housed outside the central data centers (SOS and Treasury). This includes the Remedy, Novell and GroupWise servers and applications.

This includes:

- All acquisitions and maintenance of hardware and software.
- Servers
- Storage
- Backups
- Software upgrades and patches
- Network connectivity and security
- Switches
- Routers
- Project team connectivity
- Disaster recovery
- Plans
- Testing
- Communications
- Documentation
- Implementation
- Remedy application support and maintenance
-

C. **DIT Desktop Services:** This unit within DIT Infrastructure Services is responsible for all desktop hardware and operating software used both centrally and in all county locations. This includes:

- All acquisitions, implementation and maintenance of hardware and software required.
- Desktops
- Printers
- Backups
- Software upgrades and patches
- Standard desktop build templates
- Network connectivity and security
- Validated application connectivity

D. **DIT Telecommunications & Network Management:** This unit within DIT Infrastructure Services team is responsible for all hardware and operating software both centrally and within counties to ensure connectivity to required system components, including:

- All interfaces with Telecom service providers (SBC, etc.)
- Software upgrades and patches to networking equipment
- Network connectivity and security
- Switches
- Routers
- Wiring
- Firewalls
- Addressing
- Encrypting Switches
- Fiber installations
- Network Operations Center interfaces
- VPN access and security
- Disaster recovery
- Plans
- Testing
- Communications

2. DIT Agency Services

Agency Services is the liaison between the Department of Information Technology (DIT) and the individual Executive Branch agencies. With respect to MiCSES, Agency Services is responsible for maintaining the business relationships between DIT and the FIA Office of Child support. The Agency Services MiCSES project management team is directly responsible for managing the MiCSES IT plans, ensuring the timely delivery of agreed upon IT services, and management of the contracts and contractual staff responsible for application maintenance and development

The Agency Services team oversees the operational management of MiCSES, including all of the following functions:

- Agency Advocacy
- Relationship and Expectation Management
- Business Drivers
- Leveraging Technology
- Development and Execution of Strategic and Tactical Plans
- Project Prioritization
- Issue Resolution
- Budget Oversight
- Marketing and Communication

PRIMARY RESPONSIBILITIES OF MICSES APPLICATION MAINTENANCE & DEVELOPMENT CONTRACTOR (ACCENTURE)

Following are excerpts from the MiCSES Application Maintenance and Development RFP and resulting contract with Accenture that are relevant to this RFP for PCO services. This information is provided for background purposes.

OBJECTIVES

The State of Michigan's primary objective is to contract with a qualified vendor to provide application maintenance, support and enhancement of the MiCSES. The scope of work includes project initiation and transition, project management, application maintenance and support, enhancement and improvement of the MiCSES, integration testing, operational support, help desk support, local on-site desktop and application support, website maintenance and development, and training.

The State's intention in completing this procurement is to obtain the services of a Contractor who will provide qualified staff to:

- Maintain the certification of the MiCSES,
- Achieve support that is predictable and of a consistently high quality,
- Deliver services and support that is measurable and that meets or exceeds the State's performance metrics,
- Operate the MiCSES at costs that are minimal and predictable,

- Ensure flexibility in terms of the level of application support and services shared between Contractor and State staff,
- Continue to provide and improve upon high quality service levels to the end-customers, and Achieve low risk entry into new technologies and/or services.

1. Project Management

Accenture shall coordinate project management activities with the State and Project Control Office (PCO).

The State, its PCO, and Accenture jointly comprise the management team for the MiCSES project. Specifically, Accenture shall provide project management services in support of all tasks assigned via this RFP and the resulting Contract. Accenture shall be required to follow and participate in existing project management processes, including use of PCO processes and tools, Ticket Assessment Group (TAG), MiCSES Change Control process, Office of Child Support Work Improvement Teams (WIT), and the MiCSES release management process.

2. Application Maintenance and Development

Accenture shall be required to maintain and support the certified system. This system operates under three application environments:

- Oracle Developer (HP UNIX servers with Oracle database)
- CorVision (VAX VMS servers with RDB database)
- Data Warehouse (NCR Teradata environment)

During this ongoing task, the Accenture shall maintain, support, and enhance MiCSES applications in all three environments. Accenture shall maintain applications in all regions of the certified system (including but not limited to Development, System Test, Tests for Production, Production, and Training) and ensure that changes are made to MiCSES that are required as a result of upgrades to mainframe software and platform technology (e.g. implementation of a new release of the mainframe operating system).

In addition to baseline maintenance and support of the certified system, there are a number of enhancements needed to address new requirements, improve system usability for workers, and improve overall technical performance. During the term of the Contract, the State will issue Statements of Work (SOW). Accenture shall be required to respond to the SOW with ten (10) business days. Accentures response shall include an estimate of the work required to complete the SOW. Upon approval by the State, each SOW will become a fixed price component of the Contract, drawing upon the estimated 100,000 hours per year available for new development. Possible SOWs currently contemplated include the rewrite of CorVision applications (Central Financials and the IVA/IVD interface) and Data Warehouse applications (federal reports) to be part

of the Oracle application. These SOWs would consolidate the certified system in one environment. Other possible SOWs are enhancements initiated by users to address local business needs and the provision of an ad hoc query user interface. While MiCSES will meet current federal requirements by the inception of this Contract, it is highly likely that new State and federal child support legislation will specify more changes to the State systems.

3. Integration Testing

Accenture shall be required to complete all activities necessary to support the following processes:

- Management
- Test case development
- System testing
- User acceptance testing
- System performance testing
- Regression testing

4. System Architecture

System Architecture and Infrastructure Support tasks are largely the responsibility of DIT and the PCO. However, these activities require a high level of coordination, cooperation, and integration with Accenture.

System architecture refers to the combination of hardware, network, application, and database, which together must perform smoothly to provide high quality service to customers.

5. On-Line, Batch, and Interface Processing

Accenture shall coordinate with the PCO Technical team and with DIT Infrastructure support teams in performing this task. MiCSES is a 24 x 7 operation. Accenture shall provide appropriate technical expertise on-site during business hours and, at a minimum, on-call for all other hours.

During the Transition, Accenture shall have reviewed batch cycle reports that reflect job execution and completion, including job start and end time, along with execution time for:

- Daily cycle
- Weekly cycle
- Monthly cycle
- Quarterly cycle
- Annual cycle
- Special job execution requests

6. Partner Service Group

Partner Service functions include all of the following:

- Application Help Desk: first, second and third tier application phone support
- Technical Help Desk: desktop hardware phone support
- Desktop Field Services: dispatched local on-site hardware support
- Site Support: on-site application user support
- User Training: new user, remedial, and refresh application training
- mi-support Intranet Application Maintenance and Development

7. *Training of Developers, Testers, and Business Analysts (ongoing)*

Under this task, Accenture shall complete all activities necessary to support the following processes:

- Management
- On-the-job training
- Skills transfer
- Classroom training

Accenture shall support the operation of the MiCSES during the Contract term by training State staff in the development, testing, and maintenance of the system. During this period, Accenture shall provide assistance to MiCSES State system developers, testers and business analysts by providing “over the shoulder” assistance and training.

This informal training shall prepare State staff to provide technical support for MiCSES. The training shall include instruction in:

- Orientation to all developed software
- Operating systems used
- Programming languages used
- All software tools used
- All MiCSES business rules
- Database design, operation, and standards
- System build procedures
- Testing procedures
- Security management operations and maintenance
- All aspects of printing and print domains, languages, and protocols
- MiCSES operating procedures
- Batch process execution
- Interface processing