

**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, 2010

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7 Jocelyn.Tremblay@stacsdna.com		TELEPHONE Jocelyn Tremblay (613) 274-7822
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System		
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2010		
TERMS Net 45 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective immediately this contract is hereby INCREASED by \$185,466.46 for enhancements to the STaCS-DB Enterprise software per the attached Statement of Work identified as STaCS-DB Enhancements (PD040). All other pricing, specifications, terms and conditions remain unchanged.

AUTHORITY/REASON(S):

Per agency request, contractor agreement and Administrative Board Approval on April 6, 2010.

INCREASE: \$185,466.46

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$754,888.28

STaCSDNA



Proposal – Statement of Work
STaCS-DB Enhancements (PD040)

Submitted to:
Michigan State Police
CODIS Laboratory
7320 N. Canal Road
Lansing, Michigan

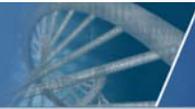


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Background

The Michigan State Police has identified a need for enhancements to its STaCS-DB Enterprise™ software product for its current fiscal year.

STaCS DNA Inc is pleased to be submitting this proposal to address the requested enhancements.

Description of Work **Requirements Definition Stream**

The Definition Stream encompasses all the activities related to the drawing up of the software customization and data migration requirements (if any).

System Requirements

The requirements topics included in Annex A will serve as the basis for the actual software customization work.

Based on the requirements topics in Annex A and through an iterative process STaCS DNA will, with the active participation of the client, produce a final set of System Requirements.

This iterative process shall involve no more than two draft versions for review by the client and a final version of the System Requirements. Once approved by the client, the System Requirements will form the basis of the work and will be the authoritative document for the Construction Stream.

Final Scope Assessment Report

At the end of the Requirements Definition Stream STaCS DNA will perform and provide the client with an assessment of the final Level of Effort (LoE) required for customizing STaCS. This assessment will be based on the detailed System Requirements previously defined.

The assessment will reveal one of the three following situations:

1. The LoE required will be covered by the proposed “Allocated budget for services” (please see the Price Schedule section below). In this case the impact is neutral – no special action needs to be taken other than proceeding with the customization to the software.
2. The LoE required will exceed the proposed “Allocated budget for services” (please see the Price Schedule section below). In this case, the Client will either have to de-scope some of the work previously defined or increase the allocated budget and schedule for the work to be performed.
3. The LoE required will be less than the proposed “Allocated budget for services” (please see the Price Schedule section below). In this case the client will have the option to reduce the contract value or translate the remaining budget into STaCS Services Credits for future software enhancements.

Construction Stream

The Construction Stream encompasses all the activities related to the actual customization of STaCS i.e., Design & Development and the creation of the revised User Guide to reflect the new version of the software.

During the Design & Development phase, “review points” may be established to allow for the demonstration of the work accomplished to date. The “review points” will be scheduled by the STaCS DNA Project Authority.

Testing and Acceptance Stream

The Testing and Acceptance Stream encompasses all the activities related to the creation of the strategy and approach for testing the new software, the internal Integration Testing activities, the installation and configuration of the software, and finally the actual onsite testing and acceptance of STaCS.

The final schedule, duration, and level of effort of client personnel required for the onsite UAT phase will be determined at the end of the Definition Stream.



UAT Strategy/Test Cases

The UAT (User Acceptance Test) Strategy primarily aims at devising the optimal approach for performing all the required tests with minimal impact on the client's operational environment.

The UAT Test Cases will be based on the System Requirements to ensure that all impacted areas of the software are verified for proper operation. Through an interactive process and with the participation of client employees, STaCS DNA will produce the UAT Strategy and Test Cases.

Integration Testing

Integration Testing ensures that all STaCS components are thoroughly tested and delivered to the Onsite UAT phase without any defects.

Installation and Configuration

The client will perform the installation and configuration of the customized STaCS™ software on its equipment. STaCS DNA will provide all the required Installation and Configuration instructions to the client.

Onsite UAT

STaCS DNA's Testing / Quality Assurance resource will spearhead the onsite UAT activities and will report anomalies on a daily basis to the development team to ensure prompt resolution of technical issues.

The completion of the Onsite UAT phase will mark final delivery of the product.



Project Plan **Resources**

STaCS DNA has a core team of individuals who will form the basis for the execution of this project.

The individuals are:

Resource	Labor Category
Jocelyn Tremblay	Project Manager
Kathleen Clarke	Product Manager
Steve Gareau	Software Development Manager
Andre Pinsonneault	Software Engineer
Jorge Pinto	Software Engineer
Stephane Belanger	Software Engineer
Robin Chard	Quality Assurance Analyst
Ralph Marin	Technical Writer

List of Deliverables:

1. System Requirements
2. Final Scope Assessment Report
3. User Acceptance Test Strategy and Test Cases
4. Customized STaCS-DB Enterprise™

Timeline

The duration of this project will be determined at the end of the Requirements Definition phase of the project. STaCS DNA understands that final project delivery must be on or prior to June 30, 2010.



**Costs
Price Schedule**

Costing for this project is on a fixed price basis. All prices are exclusive of any taxes that may apply.

Allocated budget for services: 224.05 person/days

Requirement	LoE	Cost
17109 - Offender Dynamic Search - Add ID Flag to both Display columns and Search Criteria	1.76	\$1,540.44
17113 - Offender Dynamic Search - additional fields	1.41	\$1,232.35
17199 - Offender Dynamic Search - Saving Queries with the Display Columns	3.52	\$3,080.88
17212 - Proficiency Test - FTs	2.64	\$2,310.66
17223 - Sample History Report for Hit Confirmations	3.52	\$3,080.88
17233 - Attaching Electronic Documents to a Specimen Record	3.52	\$3,080.88
17251 - Statistical Report - Management Stat Report	12.32	\$10,783.08
17252 - Plate Creation - Multiple Plate Layouts	10.56	\$9,242.64
17265 - Letter Template Manager - Submission Removal Letter Template	5.28	\$4,621.32
17268 - Sample Reception - Data Entry - Print button on Data Entry Screen	3.52	\$3,080.88
17278 - Instrument Maintenance - Instrument Maintenance	7.04	\$6,161.76
17815 - Reject should be an Administrative privilege	2.64	\$2,310.66
18720 - Processing a Duplicate Sample	8.80	\$7,702.20
18737 - Offender Dynamic Search and Redraw Management	2.64	\$2,310.66
18834 - Letter Template Manager	5.28	\$4,621.32
18900 - Redraw Management - Open Text Box for Comment	0.88	\$770.22
18903 - New Code Maintenance Table for Submission Removal Abort	2.64	\$2,310.66
18912 - Rework Samples to be Automatically sent to Manual Worklist	1.76	\$1,540.44
19136 - Generating Reports on Agencies to Determine their Duplication Rates	5.28	\$4,621.32
19222 - CODIS Confirmation - Selecting All Samples for Rejection	0.88	\$770.22
19227 - CODIS Upload - CODIS Operator	1.76	\$1,540.44
19231 - Sending a Sample for Process from Redraw Management	0.88	\$770.22
19233 - Linking Redraw Management and Submission Removals	1.76	\$1,540.44
19237 - A New Administrative Role in addition to FTs, DNA Analysts and Supervisors	10.56	\$9,242.64
19243 - New Tab for Data Analysis to Disposition Samples	10.56	\$9,242.64
19244 - Ability to Select the B Sample Anytime	8.80	\$7,702.20
19245 - Submission Removals Witness	0.88	\$770.22
19249 - Submission Removal - Ability to Search by STaCS ID	0.88	\$770.22
19250 - Submission Removal - Changing the Default Filter	0.88	\$770.22
19253 - Linking a Master Table in STaCS to a Microsoft Access Database Table	14.08	\$12,323.52
19254 - Discarding Consumables	5.28	\$4,621.32
19255 - Offender Dynamic Search - Scanning in Multiple STaCS IDs	3.52	\$3,080.88
19257 - Redraw Management - Comment Functionality	5.28	\$4,621.32
19259 - External Contact Log - Multiple "Primary Contacts" for an Agency	8.80	\$7,702.20
19261 - External Contact Log - Searching for Submission by Scanning in the STaCS ID	0.88	\$770.22
19262 - Offender Dynamic Search - Querying Information for Redraw	7.04	\$6,161.76
19265 - Ability to Maximize / Minimize Screens	3.52	\$3,080.88
19266 - Secondary Data Analysis - Sorting Invalid Allele Table	0.35	\$308.09
19320 - Offender Dynamic Search - Discard Reasons	2.64	\$2,310.66
19332 - Redraw Management - Sorting Order Once the Remove Button is Selected	0.53	\$462.13
19333 - Attaching Electronic Documents to Instruments / Consumables	3.52	\$3,080.88



19397 - Organization Type (Defect)	0.00	\$0.00
19455 - Ability to Generate a Report that Provides Data from the Fingerprint Examination Module	8.80	\$7,702.20
19687 - Offender Duplicate Check	0.35	\$308.09
19955 - Failing an Injection Plate Creation on the Activity Results Screen	3.52	\$3,080.88
20047 - Re: Screens (Incident 19265 and 19397)	0.00	\$0.00
SUB-TOTAL	190.96	\$167,137.74
Common tasks:		
D&D related:		
DBA Tasks	2.60	\$2,279.15
Source code branch	1.00	\$875.25
Installshield updates	1.00	\$875.25
LoE, Work plan design and allocations	5.56	\$4,863.76
Builds	2.17	\$1,899.29
Reworks	6.51	\$5,697.88
Collateral work	0.00	\$0.00
Development support of internal QA:		
Documentation for QA	1.00	\$875.25
Prototyping requirements	1.50	\$1,312.88
Prototyping review	0.25	\$218.81
Prototyping changes	0.50	\$437.63
Additional prototyping review/changes	1.00	\$875.25
Development Support of UAT	0.00	\$0.00
Sub-Total:	23.09	\$20,210.40
Other:		
Installation/Installation support	0.00	\$0.00
T&L Install & Configuration	n/a	\$0.00
Onsite UAT	10.00	\$8,752.50
T&L Onsite UAT	n/a	\$4,000.00
User Training	0.00	\$0.00
T&L Training	n/a	\$0.00
Sub-Total:	10.00	\$12,752.50
TOTAL	224.05	\$200,100.64
Discount:	As a fix amount:	-\$14,634.18
GRAND-TOTAL		\$185,466.46

Progress Payments

Phase	Progress Payment	Due	Amount
Requirements Definition	1	On Delivery	\$46,366.61
Design & Development (33%)	2	On Notification	\$37,093.29
Design & Development (66%)	3	On Notification	\$37,093.29
Design & Development (100% complete)	4	On Installation Ready	\$37,093.29



System Acceptance	5	On System Acceptance	\$27,819.97
TOTAL:			\$185,466.46



Annex A

The following OnTime incidents represent the scope of the work for this enhancement mandate.

17109 - Offender Dynamic Search - Add ID Flag to both Display columns and Search Criteria

Add ID Flag to both Display Columns and Search Criteria.

17113 - Offender Dynamic Search - MSP - UAT #190B - additional fields

We want like a 'Fingerprint Confirm' field name with values of 'Received', 'To Be Sent', 'Waiting for Results' in both the Display Columns and Search Criteria.

17199 - Offender Dynamic Search - Saving Queries with the Display Columns

When a query is designed and then saved, the Display Columns chosen to be associated with that query are not being saved. We want queries saved with the Display Columns selected.

17212 - Proficiency Test – FTs

We need all proficiency test functions to be available for both DNA analysts and FTs. Right now, FTs have limited functions.

17223 - Sample History Report for Hit Confirmations

We would like a sample history that only shows the work related to Hit Confirmations.

17233 - Attaching Electronic Documents to a Specimen Record

We want the ability of attaching a document to a record and/or multiple records. We would like a NEW STaCS Module called Document Tracking where we can Create a STaCS barcode for a document (as we would for a consumable when received in). We would attach the newly created bar code to the document and scan it in. We then want the ability to attach this document to either one record or attach/link/share this document to multiple records; possibly saving it in the View Images section of Data Entry. When searching for STaCS IDs to attach a document to, we want to have a scan in feature where we could scan in one STaCS ID or multiple STaCS IDs of the records. In addition to this, we also need the ability to export these attached documents back out.

17251 - Statistical Report - Management Stat Report

We need changes to the stat report because it is not providing the information we need. We do not need the "Total number of samples uploaded to CODIS" because it will never be accurate due to migrated samples. We would like to add a new metric that shows the samples in progress which should include samples on Plate Create through Upload to CODIS (including manual). This could be titled "Samples In Progress" Also, the "Total backlog" needs to be edited. We do not want it to include offender dups. We also need to talk about the Redraw list and how that is counted.

17252 - Plate Creation - Multiple Plate Layouts

We need to have the ability to have more than one plate layout for a system.

17265 - Letter Template Manager - Submission Removal Letter Template

When issuing a Submissional Removal letter (Selecting the Submission Removals STaCS module, then selecting the New button and then selecting the Requestor button), we need to have the option of using this Requesting agency information (which is not always the same entered in at Data Entry) as fields when creating the Removal Confirmation letter in the Letter Template Manager. These fields are only available in the Redraw Request letter template. We also need the contact selected from selecting the Requestor button in the Submission Removal STaCS module to be an available field in the Letter Template Manager for creating a Removal Confirmation letter as well.

**17268 - Sample Reception - Data Entry - Print button on Data Entry Screen**

We want to be able to print the data entry screen for any/all specimens. Can you add a print button on the data entry screen?

17278 - Instrument Maintenance - Instrument Maintenance

In the Instrument Maintenance STaCS module, when we select the Run Schedule for an instrument requiring maintenance and select that it passed the maintenance testing, we need STaCS to indicate the Next Run Date as the time to be the number of days (that we set in the Maintenance Schedule STaCS module--i.e. every 365 days) from the time it was maintained. For example, our Genetic Analyzers need to have a PM done on it every year. But the service technicians do not come and service the instrument on the exact date of the following year. They come before that year is up. When they come and perform a PM, we indicate in our records the Next PM due date as being a year from the day they came to perform a PM. STaCS does not do this. We need STaCS to make the Next Due Date 365 days, for instance,(the exact time is set in the Maintenance Schedule STaCS module-which will vary for each instrument)from the time the maintenance was performed, not in addition to the time set in STaCS.

07/22/09-MB

We want to implement the reschedule from date of when maintenance was performed option.

17815 - Reject should be an Administrative privilege

Selecting the "reject" button from any of the modules should require an administrative log in and password. In the submission removal module, there is functionality that requires an admin log-in and password for sample disposal. The same functionality should be added to the "reject" button.

18720 - Processing a Duplicate Sample

We want to process a sample in the laboratory that has been marked as a duplicate. We want to perform some quality control checks on samples that we marked as duplicates at data entry. We tried putting them in the QA/QC runs STaCS module, but we receive a message that reads: "A Profile has not been obtained for Sample ID "MI0X-XXXXXX". I think the issue is arising because we have matched a duplicate to a migrated sample which does not have a profile in STaCS but does have a status of CODIS confirmed.

06-10-2009-MB

In addition, we would like to be able to use the QA/QC Runs module to process a duplicate if STaCS could associate the duplicate sample (which does not have a profile yet in STaCS) to the original sample's profile and use the original's profile as an expected profile for comparison.

18737 - Offender Dynamic Search and Redraw Management

If a submission is removed via the Remove button from the Redraw Management module and queried using the Offender Dynamic Search module, it is found under "Reject" for the Reject Status. However, the submission should not be "Reject" if the submission was resolved and removed from the list. There should be a distinction between "reject" and "remove" when queried as "reject" actually rejects the sample from the laboratory process and "remove" just removes the sample from the list.

18834 - Letter Template Manager

The SYSTEM_CURRENT_DATE is not being populated with the actual date when a letter is generated. It just reads "SYSTEM_CURRENT_DATE.



We need the ability to import our Letter Head and create a letter template on that. Currently, this module only allows you to copy and paste the header and footer and then try to recreate a body of text in between. Properly aligning the header and footer to meet our specifications on the width, height..etc is cumbersome.

We also want any letters generated that use the templates designed in this STaCS module to be editable when generated and also be allowed to resave it so the edited version is saved in STaCS. We want to be able to save this document as a Word document and not as a RichText document. We need to be able to import/attach any other documentation associated with the letter generated. Currently, we have to generate a letter, save it as a RichText, re-open it, and make the necessary changes because some of the fields cannot be aligned properly (i.e. an Agency Address Block on top of the professional letter). The changes made to the letter that is being mailed is not the letter being saved in the system.

It is very user unfriendly when trying to create a professional letter. The Requesting Agency Name and their address that is part of address block is never aligned correctly, due to the fact that some agency's information has more text than others. Sometimes, the agency's information is combined together (city and state) whereas other times there are huge spaces in between the data. We are having to save it as RichText file, make changes to correctly align the address. In the fields provided in the Redraw Request Letter Template, there is a field titled: Offender_First_Last_Name. I think this type of field would be useful for Sample Collected By as well. We also think if we had one field that combines city, state and zip that it may resolve the spacing issue we have in with the address block. We want this for both requesting agency and the original agency.

We would like to have the Requesting Contact Person's name be autopopulated into the letter in the same format as Offender_First_Last Name.

We also need to have all of the same fields available for the Redraw Request, Removal Confirmation, Information Follow-Up, Information Request, and Removal Confirmation templates.

18900 - Redraw Management - Open Text Box for Comment

Replace the open text comment by a dropdown pick list for Rejection

18903 - New Code Maintenance Table for Submission Removal Abort

We need a new Code Maintenance Table for Aborting Submission Removals. We need to enter in Abort Removal reasons. Currently, the abort removal drop-down list and the actual submission removal drop-down lists are the identical.

18912 - Rework Samples to be Automatically sent to Manual Worklist

If a sample is reworked 3 times, we want this sample to be automatically sent to the Manual Worklist.

October 7, 2009

We don't think the Maximum Reworks Option is working. When we send a sample for rework or to manual, we have to at secondary analysis (when we select process file) and the appropriate tabs appear for reworking a sample or a sample missing. We can, for instance, choose either punch, injection plate creation, or manual with a reason. Is the same thing you are referring to? We don't see how many times a sample has been reworked at this time, only on plate create (which is not functioning correctly either).

To sum up, we want a sample that has already been punched 3 times to be automatically sent to the manual worklist. We don't want to punch the sample a fourth time. We also want the ability to choose the A or B sample once it is sent to the Manual Worklist.



19136 - Generating Reports on Agencies to Determine their Duplication Rates

We want an easy-to-use feature that allows us to run reports on agencies and their duplication rates. We want to be able to generate a report that provides information on how many duplicate samples are being received from a particular agency.

19222 - CODIS Confirmation - Selecting All Samples for Rejection

At CODIS Confirmation under the Profiles Contained in Selected File, we want the ability to reject all of the samples in the entire file (i.e. Auto-Select feature) in addition to manually selecting individual samples. As it currently is, we have to manually check the rejected checkbox for each of the samples needing rejection. We had to reject over 600 samples and had to manually check 600 checkboxes.

19227 - CODIS Upload - CODIS Operator

If a person who is not defined in STaCS as a CODIS Operator yet has access to the CODIS Upload module, we want the Create File grayed out for them.

In addition, we want the CODIS Operator pull-down to default to the person's name who is logged in at that terminal BUT only for those you have been defined in STaCS as a CODIS Operator. Currently, the default name reflects the person listed first alphabetically.

19231 - Sending a Sample for Process from Redraw Management

When a sample is sent for Processing via Redraw Management, it does not need to go to ID Confirmation Send.

19233 - Linking Redraw Management and Submission Removals

We would like to be able to send a sample from the Redraw Management list to the Submission Removals list. Once this occurs, we would like the sample from Redraw to come of this list. Also, we would need a witness before a sample on the Redraw is sent to Submission Removals.

19237 - A New Administrative Role in addition to FTs, DNA Analysts and Supervisors

Currently, we have assigned roles in STaCS which are FTs, DNA Analysts, and Supervisors. We would like to add another role called Administrators in which all they can do is have access to read only modules. This individual cannot have the authority to create new, edit, delete anything in STaCS. However, we do want to give them the ability to use the External Contact Log.

19243 - New Tab for Data Analysis to Disposition Samples

When an analyst has finished the actual data review of samples at Secondary Data Analysis and the Process File button is selected, the Data Analysis screen appears. This is where Missing/Rework, Invalid Allele, Hit Confirmation..etc tabs are located and where samples can be dispositioned. We want to add a Mismatch Button that will show us samples in which a mismatch has been detected. At this point in the process, we can be able to troubleshoot as to why the sample profiles were mismatching and then make the decision to send the sample back to Plate Create or fix the problem and have the ability to continue on. As of now, there is no indication that a mismatch is occurring until after the file is saved and we can no longer attempt to reconcile it in order to avoid reprocessing.

19244 - Ability to Select the B Sample Anytime

We need a way to be able to use the B sample if the A sample is deemed unusable after the A sample has been processed multiple times. We need the ability to select the B sample, regardless of the fact that a sample has been previously processed and has an incomplete profile in STaCS. If a sample has been punched a few times but still results in No Data, we want to be able to use the B sample before sending the sample through the manual process.

We would also like to be able to select a rework reason at secondary data analysis (for instance, Low RFU/ No Data) and have it automatically be linked to choosing the B sample.

19245 - Submission Removals Witness

We want a witness for the entire module, not just for sample destruction. Each time you select the new or edit button, we want it to require a witness and we want STaCS to record that witness.

19249 - Submission Removal - Ability to Search by STaCS ID

In the Submission Removal module, when we select the Subject button, we want to be able to search by the STaCS ID as well.

19250 - Submission Removal - Changing the Default Filter

When the Submission Removals module is opened, we want to be able to change the default filter. Right now, it filters to All. We also want more choices for the filter, such as everything except Confirmed.

19253 - Linking a Master Table in STaCS to a Microsoft Access Database Table

We would like to be able to link a STaCS Master Table (a table that contains all the Collection Card Information of a record entered at Data Entry) and link it to a table that we have in Microsoft Access in order to generate a query. We want to use Microsoft Access to pull data from STaCS and another source. This table would have to be accessible with up-to-date data.

19254 - Discarding Consumables

We want to be able to discard a reagent at the time that it is consumed despite whether or not that the discarded consumable is currently in use in the laboratory process (i.e. either on a plate or in an instrument). Discarding an empty tube, should not invalidate the plate that I am using (i.e. Female Cell Line). We obviously don't want the ability to reuse this discarded consumable once it has been discarded, however, we think STaCS should know to allow the plate through the laboratory process until it is complete. This holds true for buffer used in a genetic analyzer. We may have put the last of the buffer from a vial in the instrument but can't discard that bottle of buffer because then we can't use the genetic analyzer. We are having to keep empty tubes hanging around and keep looking to see if the buffer has been depleted. This is an inefficient method for us.

19255 - Offender Dynamic Search - Scanning in Multiple STaCS IDs

We want the ability to scan in multiple STaCS IDs in the Offender Dynamic Search. If we need to look up 20 records, displaying all the same display columns, we have to create 20 rows and link them. We want to just be able to scan in as many records as needed and then generate the query.

19257 - Redraw Management - Comment Functionality

When typing in a comment under the Resubmission Request/History section for a record on Redraw Management, we want to have the comment tracked/saved under a Redraw Management section of the Submission History for all method types (i.e. telephone, letter, email). These comments are important for organization but the comments do not need to go into a letter that is generated.

19259 - External Contact Log - Multiple "Primary Contacts" for an Agency

We want the ability to associate more than one "primary" contact for an agency. We can only associate one primary contact to an agency. Currently, you can assign multiple contacts to an agency, but only have one primary contact person selected. The problem arises, if a Contact History log is generated for a contact that is not the primary contact person, the agency information is not saved with this Contact History Log.

**19261 - External Contact Log - Searching for Submission by Scanning in the STaCS ID**

On the External Contact Log, we want the additional capability to search for a submission by scanning in the STaCS ID in the STaCS ID field. Once we scan in the STaCS ID, we want the Offender field to be automatically populated. We still want the option to select the Submission Search button to search for an offender.

19262 - Offender Dynamic Search - Querying Information for Redraw

We want the capability to query for stats regarding samples associated with the Redraw Management module. For instance, we would like to know how many calls were made, how many letters were generated, how many letters were generated for an agency etc. Adding these fields and their associated data under the Resubmission Request History will be helpful: Agency, Contact, Method (all types) and Comments.

Note: This Agency listed under the Resubmission Request/History section may or may not be different than the Agency entered in at Data Entry. The letters that we send to agencies for a record may or may not be to the same place the sample was originally collected.

19265 - Ability to Maximize/Minimize Screens

We want the ability to maximize and/or minimize any screen that appears in STaCS.

The screens that we will be resized are:

- Date Entry
- All tabs/screens involved with Data Analysis (Missing Rework, Zero/Val Rework, Invalid Allele, Hit Confirmation/QA/QC) Problem Management ID Confirmation Send Fingerprint Examination

19266 - Secondary Data Analysis - Sorting Invalid Allele Table

We want to be able to sort any of the column headings in the Invalid Allele table (where we Remove OL/Als once the Process File button at Secondary Data analysis is selected).

19320 - Offender Dynamic Search-Discard Reasons

A report will be added which will allow the user to select the date range, and/or consumable types to be included in the report. The report will return all matching consumables which are no longer active and will list the bar code, lot number, and rejection reason.

19332 - Redraw Management - Sorting Order Once the Remove Button is selected

Records on the Redraw Management were sorted the by STaCS ID. A specific record was selected followed by the Remove button. STaCS prompted the user to enter a comment. A comment was entered in and the Save button was selected. The record comes off the list, however, the sort order does not remain and defaults back to the order in which it appeared when the module was first opened. We would like the sort order to remain once an option (Remove, Redraw, Fingerprint Examination, Process) is selected.

19333 - Attaching Electronic Documents to Instruments / Consumables

We want the ability to attach electronic documents to any of our instruments and consumables we have populated in STaCS. For instance, when a vendor comes to the laboratory and performs maintenance on a genetic analyzer, they give us paperwork that documents what was done to the instrument. We want to scan in this document and attach it to the correct instrument. We need the ability to attach more than one document to an instrument as well. This also applies to consumables.



19397 – Organization Type

We want to add additional Organization Types and Organization Subtypes.

19455 - Ability to Generate a Report that Provides Data from the Fingerprint Examination Module

We need to generate a report (for a given time period) that will provide data for records that have been associated with the Fingerprint Examinations STaCS module.

In the report, we want to know the following:

- the number of records sent to our Latent Print Unit. This does not mean the number of records that reside on the Fingerprint Examinations module but those records that have been sent to the Latent Print Unit.
- the number of records received back in
- the number of records that could be Identified
- the number of records that could not be Identified
- the average number of days it took the Latent Print Unit to return the print from when it was sent to them

We also need the following to be available under both the Display Columns and the Search Criteria of the Offender Dynamic Search.

- Sent to Fingerprint Examination = (YES/NO)
- Date Sent to Fingerprint Examination
- Date Returned from Fingerprint Examination
- Identification Confirmed = (YES/NO)
- Fingerprint Status = Waiting for Results/To be Sent

19687 - Offender Duplicate Check

We want the Social Security Number field (filled in when a record contains this information) to be displayed under the Search Conditions section of the Duplicate Check form (i.e.at ID Reconcile, by selecting the Matches button via Redraw Management, changing criteria in the Data Entry screen that will initiate the duplicate search). We don't need this field to be apart of the any search algorithms. We just want this data to be pulled in to be used as another method to identify a submission match.

19955 - Failing an Injection Plate Creation on the Activity Results Screen

When an injection plate was reviewed and the Record Activity Results screen appeared, an analyst selected that it failed and provided a reason. We want to fail the samples on this plate to Plate Creation. Currently, the plate goes back to Post PCR. We then have to reject the plate to Injection Plate Creation because that is are only option. Once on Injection Plate Creation, we have to fail the plates that were used to create the injection plate back to Plate Creation. This is a cumbersome and inefficient method for us.

20047 - Re: Screens (Incident 19265 and 19397)

In regards to 19265: Here is the list of the screens that we want resized:

- Date Entry
- All tabs/screens involved with Data Analysis (Missing Rework, Zero/Val Rework, Invalid Allele, Hit Confirmation/QA/QC)
- Problem Management
- ID Confirmation Send



- Fingerprint Examination

In regards to 19397: We would like for you to add Court Administration as an Organization Type.

End of document

**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 1, 2009

**CHANGE NOTICE NO. 3 (REVISED)
 TO
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Jocelyn Tremblay (613) 274-7822
STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7 Jocelyn.Tremblay@stacsdna.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System		
CONTRACT PERIOD: From: July 1, 2006		To: November 30, 2010
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

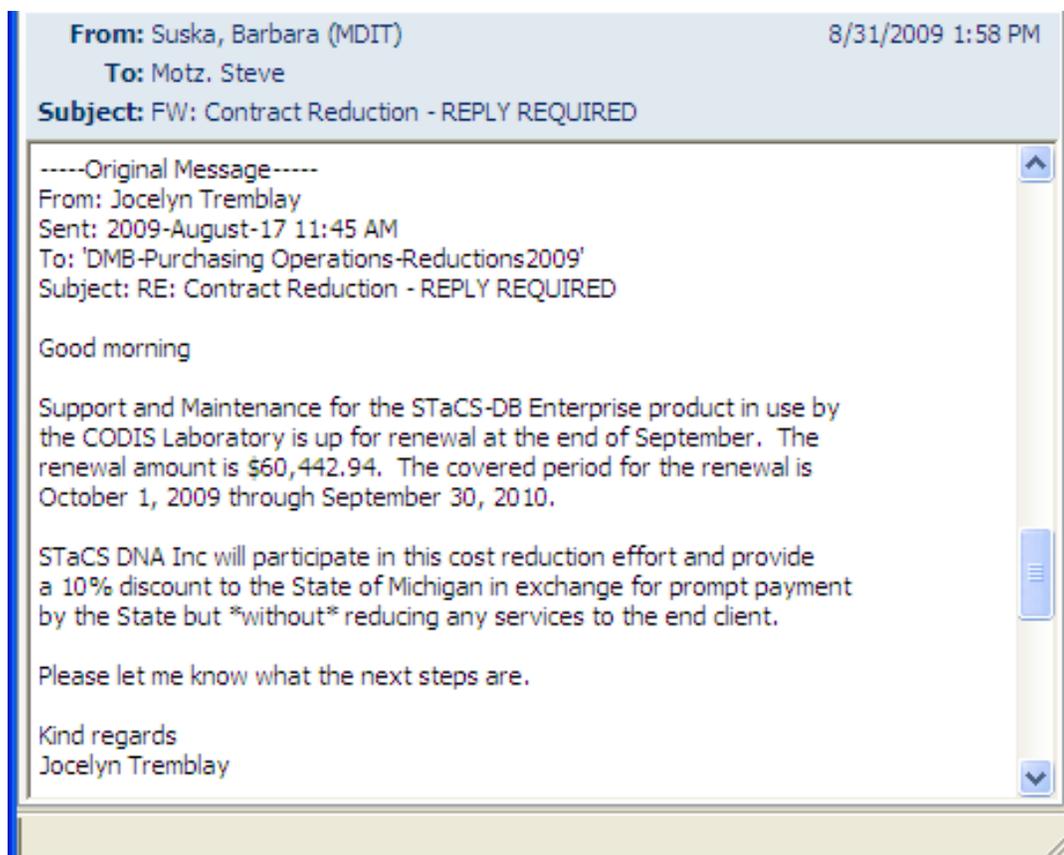
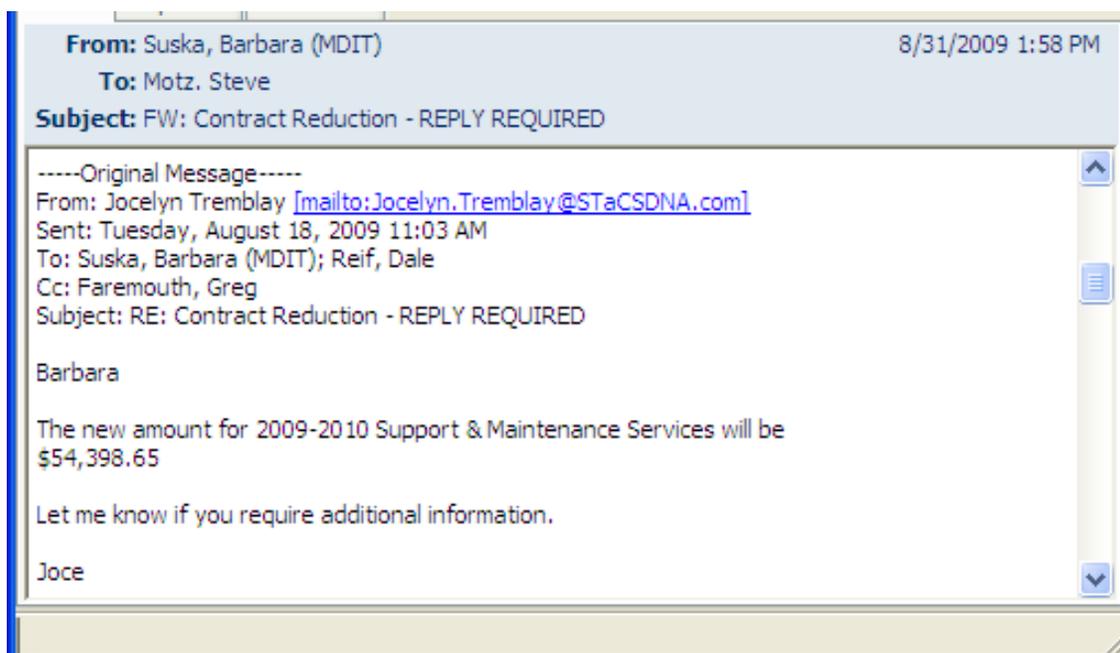
This Contract Change Notice exercises an option to renew the Contract for one-year period. The Contractor has voluntarily agreed to reduce pricing for this option by 10%, per Executive Directive 2009-3, resulting in a \$6,044.29 savings. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per agency request, contractor agreement and DMB/Purchasing Operations approval.

DECREASE: \$6,044.29

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$569,421.82







Barbara Suska, Contract Administrator
DIT Contracts & Procurement
Constitution Hall
1st Floor North Tower
525 W. Allegan St.
Lansing, MI 48933

Ottawa, July 17, 2009

(517) 335-4067
Suskab2@michigan.gov

Subject: STaCS-DB Enterprise™ Support & Maintenance Extension

Dear Ms. Suska,

This letter is to confirm that STaCS DNA Inc. is in agreement to extend the current contract end date on State of Michigan contract 071B6200357 to continue with current maintenance and support through 9/30/10.

This is for the support and maintenance of the STaCS-DB Enterprise™ software and includes all software updates to its lab-related components. It also includes technical support via phone, e-mail and the web using the STaCS DNA Customer Portal.

The Convicted Offender Sample Tracking System is used to support and systematically interface with the Combined DNA Index system (CODIS) as part of an ongoing program to improve the quality and efficiency of the DNA sample tracking operations utilized by the Michigan State Police.

I look forward to speaking with you in the near future.

Cordially,

Jocelyn Tremblay
President and Chief Operating Officer





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

August 25, 2009

**CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7 Jocelyn.Tremblay@stacsdna.com	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2010	
TERMS <p align="center">Net 45 Days</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

This contract is hereby EXTENDED to November 30, 2010. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per agency request, contractor agreement and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 575,466.11



Barbara Suska, Contract Administrator
DIT Contracts & Procurement
Constitution Hall
1st Floor North Tower
525 W. Allegan St.
Lansing, MI 48933

Ottawa, July 17, 2009

(517) 335-4067
Suskab2@michigan.gov

Subject: STaCS-DB Enterprise™ Support & Maintenance Extension

Dear Ms. Suska,

This letter is to confirm that STaCS DNA Inc. is in agreement to extend the current contract end date on State of Michigan contract 071B6200357 to continue with current maintenance and support through 9/30/10.

This is for the support and maintenance of the STaCS-DB Enterprise™ software and includes all software updates to its lab-related components. It also includes technical support via phone, e-mail and the web using the STaCS DNA Customer Portal.

The Convicted Offender Sample Tracking System is used to support and systematically interface with the Combined DNA Index system (CODIS) as part of an ongoing program to improve the quality and efficiency of the DNA sample tracking operations utilized by the Michigan State Police.

I look forward to speaking with you in the near future.

Cordially,

Jocelyn Tremblay
President and Chief Operating Officer





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

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

September 25, 2008

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7 Jocelyn.Tremblay@stacsdna.com	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2009	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

This Contract Change Notice exercises an option to renew the Contract for one-year period. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per agency request, contractor agreement and DMB/Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$ 575,466.11





**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 13, 2006

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Jocelyn Tremblay (613) 274-7822
STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7 Jocelyn.Tremblay@stacsdna.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System		
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2008		
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
N/A		N/A
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by \$48,599.44. All other terms, conditions and pricing remain the same.

AUTHORITY/REASON(S):

Per agency and DMB/Purchasing Operations approval

INCREASE: \$48,599.44



TOTAL REVISED CONTRACT VALUE: \$ 575,466.11



STaCSTTM

Sample Tracking and Control SystemTM

Out of Scope Items for Release 1

Submitted to:

Michigan State Police

Attention: Stanley Samuel
CODIS-STS Project Manager
7320 N. Canal Road, Lansing
Michigan

Presented by:

Anjura Technology Corporation

2301 St-Laurent Blvd., Suite 700
Ottawa ON K1G 4J7
Tel.: (613) 274-7822
Fax: (613) 274-3825

www.stacsdna.com

Final, August 3, 2006

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Purpose

This document addresses the Out-of-Scope elements for Release 1 of STaCS™ at the Michigan State Police.

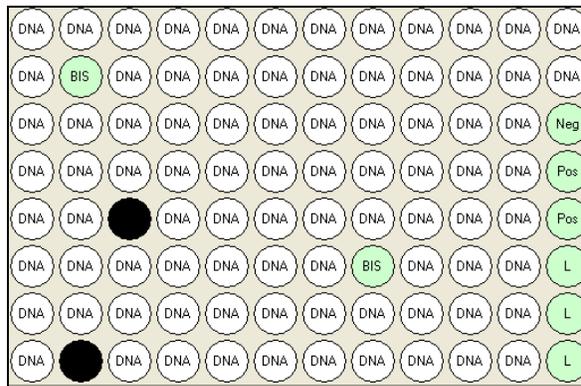
Lab Processing

The following elements represent the Out-of-Scope functionality for which MSP requested a budgetary estimate.

1. Roaming Controls:

- a. **Description:** The option to have one or more roaming controls on the plate.
 - i. This would only apply to ‘punched’ controls, the BIS and the Negative.
 - ii. It would apply to all instances of a control on a plate. For example, there would not be a roaming BIS and fixed BIS on the plate. Both would have to be roaming or both would be fixed.
 - iii. When the roaming option is selected, the user would select the starting well for each instance.
 - 1. This would only need to be defined once.
 - 2. However the system will allow the user to reset the positions at any time.
 - 3. When a roaming control is assigned, the well location will be advanced by 1 well for each plate created skipping the fixed well controls and any designated ‘empty’ wells.

In this example plate layout if the BIS were defined to be roaming, they would advance by 1 for each plate created if the well is designated as a DNA well. The two empty wells (H2 and E3) would be skipped as well as the wells which have been defined as Neg, Pos and L (for ladder).



b. Assumptions:

- i. Reset ability will be available from the plate layout module and not to the individual analyst as they are creating the plate.
- ii. The roaming controls will be stored on a layout basis
- iii. Will not be applied to Tracked QA/QC

2. Data Analysis – Sample Retake:

- a. **Description:** At data analysis the option to specify sample retake will be added.
 - i. This will then be added to the appropriate sample reception work list. From this work list, the system will identify that a retake was requested (due to insufficient sample) and if duplicates exist for this sample, the user will be able to indicate that the duplicate is to be processed. The work list will then be cleared of this sample.

- ii. The sample and submission history reports will indicate the appropriate processing history.

3. Data Analysis – Analytical System:

- a. **Description:** The ability to specify the system at Data Analysis when reprocessing a sample. Specifically, to be able to indicate that a sample processed through PP16 will now be processed through COfiler and ProfilerPlus.
- b. **Assumptions:**
 - i. Will only apply to a PP16 sample with a rework re-entry point of punch, re-amp (for multi plate) or manual processing

4. Offender Dynamic Search: Allow the user to specify an unlimited number of selection criteria when submitting ad-hoc queries via the Offender Dynamic Search utility.

5. Stain Card – Multiple:

- a. **Description:** Allow for each stain card to have a unique identifier and consequently allow for multiple distinct instances of a biological sample to be recognized in the lab processing components of STaCS.
- b. **Assumptions:**
 - i. Manual plate allocation will work in the same manner as multi-swabs
 - ii. Plate create will default to the first available stain card
 - iii. If no stain card is available a “?” will be displayed in place of the identifying letter. Sample in this state may not be allocated to a plate.
 - iv. At the punch module the analyst will have the ability to use a bar code with a different identifying letter.

Cost Estimate

We are providing an itemized cost estimate for the inclusion of the new features as part of the first release of STaCS™ at the Michigan State Police.

This quote is valid until September 30, 2006 and these changes will be implemented by September 30, 2006, provided the purchase order is received by September 15, 2006.

STaCS™ Customization		
Out of Scope Items:		
Roaming Control	\$7,673.60	
Data Analysis - Sample Retake	\$5,115.73	
Data Analysis - Analytical System	\$10,231.46	
Offender Dynamic Search	\$10,231.46	
Sample Nature - Stain Card Multiple	\$15,347.19	
Sub-Total	\$48,599.44	
TOTAL		\$48,599.44

Note: The maintenance of these 5 functionalities will be covered per the terms and conditions of contract 071B6200357 between State of Michigan and STaCS DNA (formerly Anjura Corporation) at no additional cost and for the duration of the contract.

End of document

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

July 12, 2006

**NOTICE
 OF
 CONTRACT NO. 071B6200357
 Supercedes 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2008	
TERMS Net 45 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

Estimated Contract Value: \$ 526,866.67

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. 071B6200357
 Supercedes 071B6200094

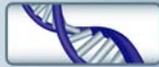
between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR STaCS DNA Inc 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From: July 1, 2006 To: November 30, 2008	
TERMS <p align="center">Net 45 Days</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions are of this contract. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Estimated Contract Value: \$ 526,866.67	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I5200407**. Orders for delivery of equipment will be issued directly by the **Department of Information Technology** through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	FOR THE STATE:
_____ STaCS DNA Inc Firm Name	_____ Signature Greg Faremouth, Buyer Specialist
_____ Authorized Agent Signature	_____ Name IT Division, Acquisition Services



Authorized Agent (Print or Type)

Title

Date

Date



STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. [071B6200357](#)
[Convicted Offender Sample Tracking System \(STS\)](#)

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

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

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 8, 2010

**CHANGE NOTICE 1
 OF
 CONTRACT NO. 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Anjura Technology Corporation 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From:	To:
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

This contract is hereby **CANCELLED** as of July 1, 2006 due to change in vendor. The new contract number will be 071B6200357.

AUTHORITY/REASON(S):

Due to change in vendor.

Total Revised Contract Value: \$0.00

Form No. DMB 234A (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice, may be considered in default of Contract

**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 8, 2010

**NOTICE
 OF
 CONTRACT NO. 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Anjura Technology Corporation 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7	TELEPHONE Jocelyn Tremblay (613) 274-7822
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System	
CONTRACT PERIOD: From: To:	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

The terms and conditions of this Contract are those of **ITB #071I5200407**, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. **Please refer to Pricing Sheet for price breakdown.**

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

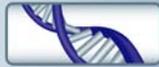
**CONTRACT NO. 071B6200094
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Jocelyn Tremblay (613) 274-7822
Anjura Technology Corporation 2301 St. Laurent Blvd. Suite 700 Ottawa, Ontario, K1G 4J7		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
		Contract Compliance Inspector: Barbara Suska Convicted Offender Sample Tracking System
CONTRACT PERIOD: From: December 1, 2005 To: November 30, 2008		
TERMS Net 45 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: The terms and conditions are of this contract. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.		
Estimated Contract Value: \$1,225,000.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 071I5200407**. Orders for delivery of equipment will be issued directly by the **Department of Information Technology** through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	FOR THE STATE:
Anjura Technology Corporation	Signature
Firm Name	Greg Faremouth, Buyer Specialist
Authorized Agent Signature	Name
	IT Division, Acquisition Services



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Title

Date

Date



STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. [071B6200094](#)
[Convicted Offender Sample Tracking System \(STS\)](#)

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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The Michigan Department of State Police (MSP), Forensic Science Division (FSD), and Michigan Department of Information Technology (DIT) headquartered in Lansing, MI, require the purchase a Commercial-Off-The Shelf (COTS) Convicted Offender Sample Tracking System (STS) to support and systematically interface with the Combined DNA Index System (CODIS) as part of an ongoing program to improve the quality and efficiency of their DNA sample tracking operations. The services and expertise provided by the contractor for this Project include: installation, configuration, customization, training, analytical instrument interfacing, data conversion support, a documented software configuration management methodology, deployment consulting, all associated documentation, maintenance, and implementation assistance.

1.002 BACKGROUND

“CODIS is a computer software program that operates local, State, and national Databases of DNA profiles from convicted offenders, unsolved crime scene evidence, and missing persons. Every State in the Nation has a statutory provision for the establishment of a DNA database that allows for the collection of DNA profiles from offenders convicted of particular crimes. CODIS software enables State, local, and national law enforcement crime laboratories to compare DNA profiles electronically, thereby linking serial crimes to each other and identifying suspects by matching DNA profiles from crime scenes with profiles from convicted offenders. The success of CODIS is demonstrated by the thousands of matches that have linked serial cases to each other and cases that have been solved by matching crime scene evidence to known convicted offenders.

CODIS uses two indexes to generate investigative leads in crimes for which biological evidence is recovered from a crime scene. The convicted offender index contains DNA profiles of individuals convicted of certain crimes ranging from certain misdemeanors to sexual assault and murder. Each State has different "qualifying offenses" for which persons convicted of them must submit a biological sample for inclusion in the DNA database. The forensic index contains DNA profiles obtained from crime scene evidence, such as semen, saliva, or blood. CODIS uses computer software to automatically search across these indexes for a potential match.

The Federal Bureau of Investigation (FBI) provides CODIS software, together with installation, training and user support, free of charge to any state and local law enforcement labs performing DNA analysis. Each state is responsible for purchasing commercial off-the-shelf hardware/software necessary to operate CODIS."

A match made between profiles in the forensic index can link crime scenes to each other, possibly identifying serial offenders. Based on these "forensic hits," police in multiple jurisdictions or States can coordinate their respective investigations and share leads they have developed independent of each other. Matches made between the forensic and convicted offender indexes can provide investigators with the identity of a suspect(s). It is important to note that if an "offender hit" is obtained, that information typically is used as probable cause to obtain a new DNA sample from that suspect so the match can be confirmed by the crime laboratory before an arrest is made. CODIS is implemented as a distributed database with three hierarchical levels (or tiers)--local, State, and national. All three levels contain forensic and convicted offender indexes and a population file (used to generate statistics). The hierarchical design provides State and local laboratories with the flexibility to configure CODIS to meet their specific legislative and technical needs.

- Local. Typically, the Local DNA Index System (LDIS) installed at crime laboratories is operated by police departments or sheriffs' offices. DNA profiles originated at the local level can be transmitted to the State and national levels.
- State. Each State has a designated laboratory that operates the State DNA Index System (SDIS). SDIS allows local laboratories within that State to compare DNA profiles. SDIS also is the communication path between the local



and national tiers. SDIS is typically operated by the agency responsible for implementing and monitoring compliance with the State's convicted offender statute.

- National. The National DNA Index System (NDIS) is the highest level of the CODIS hierarchy and enables qualified State laboratories that are actively participating in CODIS to compare DNA profiles. NDIS is maintained by the FBI under the authority of the DNA Identification Act of 1994." [From July 2002 Special Report from the National Institute of Justice (U.S. Department of Justice, "Using DNA to Solve Cold Cases" (NJC 194197)]

CODIS ensures that DNA data added to an index meet specific criteria. For example, before accepting LDAS (Local DNA Analysis System) data for transfer to LDIS (Local DNA Index System), CODIS performs a series of checks to filter substandard or inappropriate data and to ensure appropriate user authority. An array of similar techniques permits transfer of DNA data from local to state to national levels only with carefully controlled access through selected user authority. Only authorized users in law enforcement agencies have access to the FBI's CODIS Indexing System for the identification of DNA profiles. Additional background information may be found at www.dna.gov, a federal initiative entitled "Advancing Justice Through DNA Technology".

In the State of Michigan, the Lansing Laboratory acts as the SDIS site. Both convicted offender and evidentiary profiles are submitted to the database at SDIS. There are three LDIS sites in the state: MSP Grand Rapids, MSP Northville, and Detroit Police Department Laboratory. All three LDIS sites submit profiles to SDIS where they are searched, filtered, and sent to NDIS.

The CODIS Program operates under state and federal legislation and federal procedural rules. The DNA Identification Profiling Systems Act, 1990 PA 250, as amended, MCL 28.171 et seq, (Act), provides for a DNA identification profiling system, the collection of samples from certain prisoners, convicted offenders, and juvenile offenders and the analysis of those samples, and prescribes the powers, duties, and responsibilities of the MSP relative to the Act. The Act requires the MSP to promulgate rules to implement the requirements of the Act. These rules can be found in the Michigan Administrative Code, Rules 28.5051-5059.

Federal Laws provide for the establishment and maintenance of the CODIS database. As a participant in the National Database CODIS Program, the CODIS Unit must abide by all legal and procedural requirements set forth. For example there is a \$250,000 fine or imprisonment for a period of not more than one year, or both for the misuse of DNA analyses. This STS would assist the CODIS Unit in abiding by these legal and procedural requirements for participation in the CODIS Program.

Michigan's CODIS unit performs DNA processing on all convicted offenders in the State. Samples are collected from all convicted offenders within the State of Michigan. The CODIS Unit has received 164,905 samples since 1998, with 145,735 of the samples being submitted since 2002 when the Michigan Statue changed to require DNA collection from all felons. Typical collection sites include jails, prisons, and sheriff's offices. The CODIS Unit supplies the collection sites with sample kits through a contractor that prepares, assembles, and ships the kits to the requesting sites. The contractor invoices the lab for the kits sent and the lab pays the contractor after they have verified that the kits were ordered.

Currently, the MSP uses a variety of integrated and independent (stand-alone) data management systems to record and track Convicted Offender information, Quality Assurance (QA) monitoring and Quality Control (QC) information in their CODIS Unit. The current systems fail to provide the laboratory with the organizational visibility and automation that most modern STS's are designed and typically implemented to provide. The new STS must provide the functionality and automation necessary to obtain complete organizational visibility in an environment that complies with (but is not limited to) the following:

- International Standards Organization (ISO) 17025 guidelines
- American Society for Crime Lab Directors (ASCLD) – LAB guidelines



1.1 Scope of Work and Deliverables

1.101 IN SCOPE

Delivery and implementation of a Commercial-Off-The Shelf (COTS) Convicted Offender Sample Tracking System (STS) to support a data translation to the Combined DNA Index System (CODIS) as part of an ongoing program to improve the quality and efficiency of the State's DNA sample tracking operations (as defined by the Federal Government standards, (Appendix 6). The services and expertise required by the contractor include: installation, configuration, customization, training, analytical instrument interfacing, data conversion support, a documented software configuration management methodology, deployment consulting, all associated documentation, maintenance, and implementation assistance. Refer to section 1.1043.1 for further CODIS Unit operations.

The STS Implementation must include the integration of business processes utilized within the CODIS Unit. The following core business processes have been identified as priorities the software product must address :

- Sample analysis
- Sample Reception
- QC sample analysis and tracking
- Sample, Reagents and Standards Tracking
- Data translation into CODIS (Appendix 6)
- Analytical Instrumentation and Related Equipment (Appendix 2)
- Ability to export data to external systems such as the Law Enforcement Information Network (LEIN)
- Sample Kit Management and Tracking
- Optical Character Recognition (OCR) of collection card information
- Instrument / Equipment Calibration and Maintenance Tracking
- Sample Management for Samples Sent to Contract Laboratories
- Ad Hoc Reporting and Automatic Sample Status Alerts/Notification
- Ability to interface with future enhancements or robotic technology

The existing database (Appendix 4) contains the convicted offender's personal information. The legacy system will be replaced with the new STS and all of the data from the legacy system will be migrated. The laboratory instrumentation (Appendix 2) will be integrated with the new STS.

Sections 1.1042-1.1043 provide the business requirements that the contractor must adhere to.

The contractor will perform the requested services identified in the five phases:

Phase I - Discovery Phase:

- Hardware and infrastructure configuration specification (Section 1.1031)
- FSD Policies and Procedures (Section 1.1031.7)
- Review current Standard Operating Procedures and recommend changes needed to accommodate new STS implementation (Section 1.1043)
- Contractor is to provide a Conceptual Design Plan to address high-level solution design
- Technical Design Plan to outline hardware and software configuration requirements
- Project Plan to solidify project timeline (including identifying each phase) and staffing (state and contractor) plan through final implementation

Phase II - Design/Specification Phase:

- Design system role-based security for the CODIS unit (Section 1.1042.3)
- Functional Specification/Design to respond to FSD prepared Business Requirements, including design of proposed resolutions to identified differences in Gap Analysis (Section 1.1043)
- Development Plan to communicate development and customization activities and points requiring customer interaction and user acceptance



- Reports Functional Specifications- provide specifications for management reports, analyst reports and other system outputs (Appendix 3)
- Training Plan. Define materials and schedule for providing user and administrator training (Section 1.1044.2)
- Test Specifications to document expectations, acceptance criteria and user scenarios (Section 1.1044.4)

Phase III - Development/Implementation Phase:

- User Acceptance Test and PARE (performance and reliability evaluation) Plan. Will schedule and coordinate acceptance tests for each module as defined by Test Specifications
- Pilot Plan to outline schedule and procedure for handling a pilot installation in advance of production deployment
- Data Migration Plan to define data migration requirements and techniques for ensuring accurate and comprehensive data migration (Section 1.1043.1.13)
- User Documentation, including areas of FSD-specific customization (Section 1.1044.2)
- System Administrator Documentation, including areas of FSD-specific customization
- User Training Materials, including areas of FSD-specific customization (Section's 1.1044.2 - 1.1044.3)
- System Administrator Training Materials, including areas of FSD-specific customization (Section 1.1044.2)
- Deployment & Operations Guide to outline techniques for timely deployment

Phase IV - Production Preparation/Training Phase:

- Software and hardware procurement and delivery
- User and System Administrator Training to perform user and system administrator training (Section 1.1044.2 - 1.1044.3)
- User Acceptance and PARE Testing to facilitate User Acceptance Testing
- Facilitate and support Pilot Testing
- Support Plan to address alternative methods for providing user and administrator support (Section 1.1042.7)

Phase V – Deployment and Enhancements:

- Deployment and installation of application and hardware
- Timely and comprehensive data migration (Section 1.1043.1.13)
- System Support and Maintenance to provide ongoing support and maintenance of solution (Section 1.1042.7)
- Backup and Recovery Plan. Prescriptive guidance regarding proper system backup and recovery methodologies
- Post Project Analysis. Review engagement, outlining opportunities for improving ongoing communication and support

The services and expertise required by the contractor shall include: installation, configuration, customization, training, data conversion support, a documented software configuration management methodology, reporting, deployment consulting, all associated documentation, maintenance, implementation assistance, and analytical instrument interfacing.

The scope of this contract is to provide and support all of the functional components and phases that make up the STS system.

1.102 OUT OF SCOPE

Any services that are outside of the delivery of a STS would be out of scope. Any migration of existing data outside of Appendix 4.

1.103 ENVIRONMENT (Appendix 5)



The contractor will provide the following:

- A single centralized database housed in Microsoft SQL Server 2000/2005 hosted on the Windows Server 2003 operating system. An additional warm fail-over/testing server will be configured to provide warm fail-over and testing capabilities using daily snapshots of the production system. For installations requiring enhanced fail-over and testing capabilities, Microsoft SQL Server 2000/2005 replication and DFS replication will be configured. Microsoft clustering will be used in environments requiring high availability.
- Microsoft SQL Server with an ODBC interface.
- Encrypted file system that uses an FIPS 140-1 compliant algorithm to meet FBI standards.
- Hardware, software and connectivity as per State of Michigan standards
- XML interfaces for a number of data exchange transactions. In addition Microsoft SQL Server 2000/2005 fully supports the use of XML for data exchange and cross-application and cross-platform transactions.
- GUI-based user interface following the Microsoft GUI design guidelines.
- Online and printed documentation for the system and administration functions
- Data dictionary included in documentation
- The fail-over/testing server will be used for testing, training, checking upgrades without interruptions, and to provide a nearly seamless backup for the system if something goes wrong.
- Ad hoc reporting will be performed using commercially available ODBC applications such as Microsoft Access and Excel. Additionally Microsoft SQL Server 2000/2005 Reporting Services will be installed as part of STS if required, providing advanced reporting functionality and the ability to automatically produce and distribute reports on a scheduled basis.
- Response will be monitored using the built in tools provided by the database and operating system and service levels validated and guaranteed by appropriate sizing of the hardware components. Industry standard hardware components and software configurations are used which have known performance and support characteristics.
- Built-in backup and recovery capabilities as well as optionally configurable data replication and clustering to provide the ability to configure disaster recovery facilities to meet the FSD requirements.
- Security is based on the Windows Server 2003 Active Directory platform to provide a secure identification and authorization mechanism for user access to the application. Within the application these same Active Directory user credentials will be used in conjunction with SQL Server's role based access and authorization facilities to grant or deny access to specific STS functionality based on the role or roles the user is performing as well as the workstation being used to perform the function.
- Support for the STS application is provided by the STS Support Team. Commercial off the shelf hardware and system software are used, providing both original contractor support as well as other 3rd party support options.

All hardware and software used will be compatible with the FSD and CODIS Standard Information Technology Environment for development, testing and production environments with specific configurations finalized with FSD and DIT after contract award based on then-current technology. The contractor may request, in writing, a change in the standard environment. Any changes must be approved, in writing, by the State, before work may proceed based on the changed environment.

1.1031 Hardware and infrastructure configuration specification

The STS shall operate within the data processing environment of the FSD and CODIS.

1.1031.1 Server and Client Operating Systems

All servers will be configured for Microsoft Windows 2003 Server Standard Edition with SP1 and all applicable hot fixes for server-side functionality. All server operating systems will be patched as required by the STS contractor, so long as it is still compatible with SOM environment, or required by State computer security whichever is higher. Client workstation operating systems will be Windows XP with SP1 or more recent, so long as "more recent" is still compatible with SOM environment. Workstation operating systems will be patched to the higher level of STS contractor requirement or



State computer security, so long as “or higher” is still compatible with SOM environment. Microsoft Baseline Security Analyzer (MBSA) will be used to scan the systems to ensure the systems are fully patched prior to installation and results will be reviewed to ensure compliance with SOM security guidelines.

1.1031.2 System Data Storage

A central Microsoft SQL Server 2000/2005 located within the FSD CODIS unit shall be used for data storage, providing ODBC connectivity for 3rd party tools. It will utilize SQL as its query language, and additional tables, databases, etc. can be created and updated by FSD and DIT as needed.

The STS database shall be fully multi-user, supporting in excess of 20 concurrent and active users. All drivers needed to connect the STS client application to the SQL Server database backend are provided. Database administration tools as well as backup, restore and archiving tools will be provided.

STS shall use a multi-tier design for data storage. The operational database contains the current data that is used by STS at an administrator-defined interval (i.e. after 1 year) automated processes move older data into a separate archival database. The STS application shall contain the necessary logic to locate the requested data for a client whether it is still in the operational database or has been moved into the archive, providing seamless functionality for the FSD and DIT while allowing the size of the operational database to be controlled, optimizing performance as well as minimizing backup times. All archived material will be retained online; based on preliminary estimates less than 10GB of data per year will be retained which can easily be kept accessible on disk given current disk storage and database capacities. Future multiple archive databases will be supported based on client requirements.

Database data and other data shall be backed up by FSD using the supplied utilities. Online incremental (transactional) and full backups are available for the operational and archive databases. The backup technology and configuration will be finalized after consultation with DIT as per section 1.1031.3

In the event that restoration of the archived database is required, the operational STS database and application will remain available as the operational database will be unaffected by the restore operation.

1.1031.2.1 Laboratory Database

The STS hardware and software configuration provides available capacity and scalability to accommodate growth in sample handling and integration needs. The contractor shall install Microsoft SQL Server 2000/2005 as the STS database.

Encryption of stored data will be performed using file system encryption (Windows Server 2003) or database encryption (SQL Server 2005). Encryption of data while in transit over the network will be encrypted using IPSec, securing all communication between STS workstations and the STS backend servers. Contractor will work with FSD and DIT to determine the level of encryption necessary as well as the scope of data which needs to be encrypted to optimize performance.

Physical security (locked room or cabinet with controlled access) for all STS servers shall be provided by FSD.

A standby server will be configured to provide warm fail-over/testing capability. At the option of FSD and DIT this “warm” server could also be used as part of the test system to minimize the amount of hardware required at the risk of lengthening the amount of time needed to restore service should the primary server fail.

1.1031.3 Data Backup and Storage

The STS shall be capable of utilizing a variety of media for backup/recovery and archival purposes, including disk, tape and recordable media. In backup/restore scenarios, data is organized by date, and restorations can be performed to the point-in-time of the backup.



For archiving, the STS application tracks whether the information requested is in the operational or archive database, and retrieves it automatically from the appropriate source. All data shall be held online in the archive database and will be accessible without requiring a recovery/restore operation.

The precise configuration of the backup/recovery/archiving settings and the media used will be determined in conjunction with FSD and DIT after contract award.

1.1031.4 WAN / LAN

Each laboratory has computers that are networked using an Ethernet twisted-pair LAN that is networked with CODIS. The STS shall work in a “store and forward” mode of operation for interfaces to other systems (such as CODIS). LAN connectivity is required between the STS server and the STS workstations at all times, however connectivity to CODIS and the WAN are not required for core STS operation. The STS application must work with the CODIS and the FSD network.

1.1031.5 Microsoft Windows

Laboratory workstations will use the Microsoft Windows XP operating system and Microsoft Office Professional XP or higher office automation products. The STS shall support transfer of data between the STS and office automation products via generally accepted data sharing technologies.

1.1031.6 Software, Hardware and Infrastructure Boundaries

The contractor shall provide two (2) servers (including a backup server) and application software (with all appropriate contractor specific and non-specific application software). The MSP FSD shall provide all infrastructure components required by the contractor. The contractor shall identify and coordinate with DIT any other specific hardware (other than client PC's and printers) required to support the STS.

1.1031.6.1 Database

The STS shall use the Microsoft SQL Server 2000/2005 relational database. The Contractor shall provide the database licensing which would be in the best benefit to the State (Enterprise vs. Per User).

1.1031.6.2 Desktop Software

The STS shall be capable of interacting with the Microsoft Office 2000/2003 suite of programs, including Word, Excel, Outlook and Access.

1.1031.7 FSD Policies and Procedures

The policies, procedures and processes that are currently utilized by the FSD personnel will be presented after contract signing. These policies, procedures and processes will be utilized to provide the foundation for the STS.

1.104 WORK AND DELIVERABLE

The Contractor shall provide services and staff as set forth below:

1.1041 General Functional Requirements

The STS includes all software, hardware and services delivered as a whole or as component parts of the proposed solution. Contractor will provide a Vision/Scope Statement based on review of the existing Access database (Appendix 4) and document short-term scope and long-term vision of the system and its anticipated impact on FSD.

1.1042 Work

The STS shall include all software delivered as a whole or as component parts of the proposed system.



1.1042.1 System Design

The primary design of the STS shall be built on SQL Server and support 20 licensed concurrent users without degradation of system performance to ensure that users do not conflict with each other, causing locking issues. Load simulation tools and database profiling tools will be utilized during internal testing to ensure that contention does not occur. The term "user" is defined in this contract as CODIS unit personnel actively addressing the main STS application. It does not include instrument interfaces, persons accessing finished data, or peripheral devices.

STS shall comply with the Federal standards and practices for sample analysis, tracking, integration with CODIS, reporting and interface with DNA robotic instruments.

The STS shall have an open architecture so that laboratory personnel or their delegates may make modifications and enhancements to the system as their business requirements change. The STS shall be based on industry-standard, commercially available components and tools. The user interface screens and code must be configurable with commonly available tools.

Source code for Michigan's Sample Reception Module shall be provided should the State wish to modify and enhance this implementation specific component as their business requirements change. Should modifications be made, support responsibilities for this module will no longer fall under the support and maintenance agreement, and shall be assumed by the FSD.

1.1042.2 System Security

The STS shall provide security to protect the integrity of the data. The security measures must be compatible with FSD supported operating system and database software. These levels of security are described in the following sections:

1.1042.2.1 Database Security

The STS shall provide configurable security for sensitive information in the database, including encryption. Any method of accessing sensitive information, whether through the STS application or external programs, shall require a login identifier and password with a minimum of 128 AES encryption. This security subsystem shall be capable of limiting accessibility to data access (e.g. read-only) or tasks (e.g. entry or editing) and be configurable based on user roles and responsibilities.

1.1042.2.2 STS Application Security

The STS application shall provide configurable security for all users of the application. Each user must gain access to the application through the use of a unique login identification and password. Based upon the user's information, the application shall control which menus, screens, and functions within screens are available to that specific user. User security shall be configurable by an FSD employee serving as the system administrator. The STS shall provide distinction of user permissions by the type of user.

1.1042.2.3 Server Resources Security

The STS shall include configurable security for access to server / network resources such as printers, directories, and files.

1.1042.3 External Application Interaction

The STS shall be capable of interacting with Microsoft Office programs such as Word, Excel, Outlook, and Access for external use of system information. The STS shall provide security (Section 1.1042.3) of the STS information when accessed via external applications. The STS shall be capable of ODBC compliant reporting tools for external use of STS information. Role based security is supported by the views which provide the administrator with the ability to selectively assign the role(s) that will have access to the specific view. This ensures that a user can only retrieve data they are authorized to access.



1.1042.4 Gap Analysis Statement

The contractor will address the differences between FSD’s business requirements and STaCS™, and provide a detailed gap analysis in Phase I of the project from which a detailed system requirements document will be generated.

1.1042.5 System Documentation

The STS design and system functionality, data model, work flow diagram, examples for the user interface (screen shots), online help, and reports are attached as Exhibit E.

The system will be delivered with on line help which covers all aspects of the system functionality. The final implementation of STS will contain help screens to a context sensitive help, a training plan including course title, a summary of content, and state the position/qualifications of the target audience.

1.1042.6 System Administration

The contractor shall provide all utilities, tools and 3rd party software necessary for proper administration of the STS. These tools shall cover management and administration of the STS database, the user interface, and any auxiliary programs integrated into the STS. The STS shall not rely on proprietary technology or components.

1.1042.7 System Warranty and Support

The STS is warranted against deficiencies in functionality (as per the system specifications) and defects. The initial one-year warranty period shall begin after Final Acceptance by the FSD.

The contractor shall provide technical support through the following means:

1.1042.7.1 On-Site Application Support:

The contractor will provide on-site support in accordance with the STaCS™ Support and Maintenance Terms and Conditions attached as Exhibit F. Pricing for on-site support will be as per details in Article 1, Attachment A, Table 2.

1.1042.7.2 Telephone Application Support:

The Contractor will provide application support in accordance with the STaCS™ Support and Maintenance Terms and Conditions (Exhibit F). The Contractor will provide telephone application support out of its office in Ottawa, Canada between the hours of 8:00 a.m. and 5:00 p.m. (local time: Eastern Time) on State of Michigan business days.

1.1042.7.3 Telephone User Support:

Contractor will provide telephone user support out of its office in Ottawa, Canada between the hours of 8:00 a.m. and 5:00 p.m. (local time: Eastern Time) on State of Michigan business days.

1.1042.8 Maintainability

The STS shall be based on industry-standard, commercially available components and tools.

1.1043 CODIS Unit (STS) Requirements

The STS includes any and all software, hardware and services delivered as a whole or as component parts of the proposed solution.

1.1043.1 STS Functionality Overview



The delivered STS shall provide the following functionality:

1.1043.1.1 Instrumentation Interfaces

The STS must track the consumables, including lot number and information about expiration, used in conjunction with any robot. The STS must record pertinent information about the robot, plate, and operator during each process involving a robot. The STS must accept output files generated by the robots listed in Appendix 2.

The STS must allow the user to record maintenance performed on the instrument and allow a report to be generated to detail the maintenance history. The STS must prohibit the use of an instrument if it is due for maintenance.

1.1043.1.2 Supervisor Options

The STS must allow the supervisor, or a designated administrator, the ability to select whether or not specific reagents, equipment, or processes may be used.

The STS will provide a user role/process grid that allows for defining who is allowed to run which process.

1.1043.1.3 Workload Management

The delivered STS shall produce work-lists (both on-screen and printable). The delivered STS shall prioritize work based on parameters to be established by FSD, such as receive date; number of times failed, and match confirmations. The work lists shall be easily configurable depending on the FSD requirements. From the lists, the user shall be able to select samples to be processed and generate batch worksheets if required. The batch lists must be a form that can be uploaded to interfaced instrumentation.

The delivered STS shall generate lists of all pending work according to the age of the sample, submitter, priority, by turnaround requested, etc. and allow the user to differentiate the choices. The work lists will be specific to the user login, listing only work that the supervisor has indicated that a particular user may complete. Where required, the STS will provide an electronic list that can be uploaded to interfaced instrumentation.

Customization may be required in order to meet specified printing requirements and sorting (filtering) criteria for the work lists generated by the STS system. These customization costs are included in Article 1, Attachment A.

1.1043.1.4 Electronic Signatures

The STS shall be capable of handling electronic signatures. Electronic signature is the ability to authenticate a user that is taking a critical action in the STS. Each user must have a unique log-in to STS, the identification and date of the user must be recorded for all entries and changes in the STS.

The STS administrator shall be able to select and implement which processes require electronic signature of a supervisor or other user. When electronic signature is implemented, the STS shall require entry of another user's password to allow the step to occur. The STS shall store the date, time, and identification of the witnessed step.

1.1043.1.5 Audit Trail

The audit trail shall ensure data and overall STS functionality by documenting every entry to the STS including any change to STS information. In conformance with various certifying agencies, the STS shall maintain an owner-configurable audit trail of all activities pertaining to sample identifiers, results, access to the STS, and movement of samples.



1.1043.1.6 Workflow Management

The STS shall track the sample from receipt, through the laboratory processes, then to the CODIS upload and confirmation of the upload. The sample must be processed through a pre-defined set of steps. The STS shall automatically update a sample's status upon successful completion of each step.

The STS shall provide a mechanism for recording potential CODIS matches for the purpose of generating a validation run.

1.1043.1.7 Management Reports and Statistics

The STS shall generate multiple standard reports listed in the table; the table also includes the sorting criteria for each report (if applicable). The user will have the option of printing the reports or saving as Excel files or PDF files. All the reports will allow the user to specify the timeline and other filtering criteria depending on the nature of the report.

The system shall provide a module (Offender Dynamic Search) for generating ad hoc reports for submission specific information. These reports will have the capability to be saved to the clipboard for input to Microsoft Excel or Microsoft Word.

The STS shall support the use of Microsoft Access to provide integrated report writer capability and also support the use of Microsoft SQL Server Reporting Services to generate more complex reports.

The STS shall come pre-configured with management reports identified in Appendix 3 such as:

Required Reports (Appendix 3)	STS report
1. Sample Reception Summary	Sample Statistics ¹
2. Overdue Samples	Pending Sample Report-Detailed
3. Consumable Inventory	Inventory by Expiry date and Inventory Status
4. QA/QC	QA/QC Lot Detail
5. Labwork summary	Pending Sample Report-Summary
6. Sample history	Sample History
7. Information inquiries	Information requests
8. Convicted offender Kit requests	Items Requested/Received by
9. Task summary report	Activity Detail
10. Proficiency test	Proficiency Test and Proficiency Test with results
11. Sample Processing failure rate	Success Rate

1.1043.1.8 Sample Identification

Pre-barcoded Collection Card

The STS shall accept and store the pre-printed barcode on the collection card whether it is entered manually or scanned via a bar code scanner. The STS shall search for samples using the pre-printed barcode.

STS Assigned ID

The STS shall automatically assign a unique identifier to each received submission. The use of STS generated identifiers shall not interfere with using the preprinted identification number from the collection card. The STS shall allow searching for STS assigned ID.

¹ This report will be customized to reflect the data fields captured by the CODIS unit.



The STaCS™ system will be customized to allow the user to specify the pre-printed bar code for identifying samples for reporting purposes and is included in the customization costs in Article 1, Attachment A.

1.1043.1.9 Sample Preparation

The STS shall generate work lists containing samples selected by the user for testing. The STS shall produce work-lists by querying the database. The user shall be able to prioritize the workload by parameters such as CODIS matches, re-processed samples, priority samples, and routine samples. The work lists shall be easily configurable depending on the laboratory's requirements. From the lists, the user shall be able to select samples to be processed and generate batch lists. The STS shall provide the batch lists on-screen, in printable form, or as an EDD to be able to be uploaded to laboratory instrumentation, optionally through third party interface.

The STS shall provide a work list of samples ready to be tested by the FSD. The FSD can filter the list by sample priority: Hit Confirmation, Investigative Aids, Samples requiring rework and routine samples.

The STS will provide the option to 'cherry pick' samples from the list or select a 'batch' worth of samples. The auto pick feature picks the samples by priority and then by the oldest one in the queue.

When the samples are batched, the STS displays the batches as part of the work list. The STS generates the required electronic files for instrumentation interfacing.

1.1043.1.10 Data Entry

The STS shall support manual entry of data in conjunction with Optical Character Recognition (OCR) software. The STS shall allow a minimum amount of convicted offender data to be entered before allowing the sample to be processed. The Contractor will customize the business rules surrounding the data management to meet FSD requirements.

1.1043.1.11 CODIS Upload

The STS must provide the ability to generate a CMF or XML file that will upload the data into a specified index in CODIS. The STS must have the ability to confirm the export of the DNA profile into CODIS. Additional samples may be added to the CMF, and the STS must allow additional imports of the CMF file. The STS will have the capability of requesting re-upload to CODIS if the profile was not successfully imported.

1.1043.1.12 Sample Inventory Management

The CODIS Unit maintains samples indefinitely. The delivered STS shall allow the user to define and maintain a storage system. The supervisor, or designated administrator, must have the ability to identify proper storage locations based on the type of item being stored. Each storage location must be able to support barcode identification so that it may be tracked in the STS. The STS shall have the capability to print a report detailing the storage and retrieval history of the sample. Each storage/retrieval is identified by the person who performed the task and the date the storage/retrieval was performed.

1.1043.1.13 Data Migration

The existing data to be migrated resides in an Access database (Appendix 4). The contractor will provide generated scripts to migrate the MS Access tables into the appropriate STS tables. A copy of the data shall be archived before data migration.



1.1043.2 Specific Functionality Requirements

The STS must be a Commercial Off-the-Shelf (COTS) product that is written for an automated forensic convicted offender database laboratory.

1.1043.2.1 Data Management Requirements

The STS will provide the FSD with the ability to record data for each submission. The suite of modules includes the following functionality:

- duplicate submission search and management,
- missing information management,
- rejected submission/retake management,
- 'Be On the LookOut' sample management.
- Audit trail is maintained for each submission, with each edit change recorded with the person name and date of change.
- Recording information from the collection sites
- Management of kit/training info orders

This functionality will be customized to meet the requirements of the CODIS Unit in the State of Michigan. Pricing for this customization is included in Article 1, Attachment A.

1.1043.2.2 Robot Process Definition

- The system must provide a mechanism for defining robot processes
- The system must provide the user with the ability to define the following:
 - The model of robot to be used or no robot.
 - The number of plates and plate types to be put on the robot bed.
 - The consumables that must be tracked.

Pricing for customization is included in Article 1, Attachment A.

1.1043.2.3 Supervisor Options

The Supervisor must be able to:

- Select whether or not the plate preparation is required.
- Select whether or not the Electrophoresis plate preparation is required.
- Select the analytical system that is used in the lab.
- Select the Data Analysis mode that is used in the lab.
- Select the Outsourcing mode that is used in the lab.
- Set incubation times for defined processes.

1.1043.2.4 Batch Creation

- The STS must allow the user to create a plate (batch) of samples for processing.
- The STS must allow the user to select the laboratory's analytical system the plate is to be processed through.
- The STS must allow the user to select the sample type for the plate.
- Depending on the sample type, the STS must send the plate to the appropriate process.
- The STS must only assign one type of sample category to a plate.
- The user must be able select one or more of the following sample criteria:
 - Hit Confirmation
 - Investigative aids
 - Rework samples
 - QC samples



- New samples
- The STS must indicate high priority samples with a Supervisor configurable color scheme.
- The STS must indicate the number of times a sample has been processed through the lab.
- The STS must allow the user to set the plate (or batch) disposition upon completion.

Pricing for customization is included in Article 1, Attachment A.

1.1043.2.5 Plate Layout

- The STS must provide the user with the ability to define the plate layout as requested by the CODIS Unit.
- The user must be able to define which wells are reserved for control samples, for samples and which wells are empty.
- The user must be able to define at which process each well is filled.
- The STS must provide the user with the ability to select the samples that are to be processed.
- The STS must provide a mechanism for the user to specify instrumentation that is to be used.
- The STS must validate the instrumentation.
- The STS must provide a mechanism for the user to specify consumables that must be used, if any.
- If consumables are specified, the STS must validate that they are 'Ready for use'.
- The STS must provide a mechanism for recording the success/failure of the process.
- The user must be able to indicate whether or not specific samples completed the process successfully.
- The user must be able to indicate whether the batch of samples completed successfully.

1.1043.2.6 Extraction Plate Preparation

The STS must:

- Provide the user with the ability to record the Extraction Plate Preparation robot
- Display a list of plates that have been created and have not been punched.
- Validate the selected plate.
- Validate the specified robot.
- Prevent the user from using a robot that is invalid.
- Record the chemicals used for the process.
- Validate the chemicals.
- Provide the user with the ability to initiate the appropriate robot software.
- Provide the user with the ability to set the plate disposition before and after the process.

1.1043.2.7 Punch

- The STS system provides a module for recording the Punch process.
- The system validates the selected plate, ensuring it is ready for the punch process.
- The user has the ability to scan (or manually enter) control sample identifiers that have been defined for the punch process. The system will validate that they are valid for use.



- The system expects the user to scan control samples first. The user is prompted to rescan the bar code if the control sample is not scanned first.
- If using a Wallac DBS Puncher:
 - The system ensures the control samples are added to the wells as defined by the plate layout.
- The system provides the user with the ability to set the plate disposition before starting the process or after the process has completed.
- If the instrument is the Wallac DBS Puncher:
 - The user can select samples and indicate the number of punches required for the sample.
 - The system will validate that the new samples are punched before the rework samples.
- The system provides the user with the ability to remove (reject/missing) samples from the batch and/or add comments relating to a specific sample.
- The system has a maintenance module which is used by the user to record punch maintenance.
 - If the maintenance is not up to date, when the instrument is selected, the user is warned and cannot continue with the process.
 - A maintenance history report can be generated.

1.1043.2.8 Extraction

- The STS must provide the user with a module to record the Extraction process.
- For Stain cards, the STS must only display plates on the Extraction worklist that have successfully completed the Punch process.
- The STS must allow the user to select one or more plates from a displayed list of plates ready for the process.
- The STS must provide the user with the ability to set the disposition of a selected plate before and after processing.
- The STS must verify that valid robot scripts exist for the selected number and type of plates.
 - If more than one script is available, the STS must allow the user to select one of the scripts.
- If available, the STS must validate the plates and the chemicals that are found on the robot bed via a barcode reader.
- The STS must warn the user if the robot bed layout is incorrect or if the chemicals are invalid.
- The STS must allow the user to hand scan chemicals, if any have been defined.

1.1043.2.9 Master Mix Addition

The STS must:

- Provide the user with a module to record the Master Mix Addition process.
- Only display plates on the Master Mix Addition worklist that have successfully completed the Extraction process.
- Allow the user to select one or more plates from a displayed list of plates ready for the process.
- Provide the user with the ability to set the disposition of a selected plate before and after processing.
- Allow the user to add master mix components manually, and allow the user to enter the chemicals into the system.

1.1043.2.10 Amplification

The STS must:

- Provide the user with the ability to record the Amplification process for a plate.



- Display a list of plates that have successfully completed the Master Mix Addition process.
- Allow the user to select a plate.
- Allow the user to scan a Thermal cycler bar code.
- Validate the bar codes.
- Provide the user with the ability to set the disposition of a selected plate before and after processing.

1.1043.2.11 Plate Preparation

The STS must:

- Provide the user with a module for recording the Electrophoresis Plate Preparation process.
- Provide the user with the ability to select whether or not the Electrophoresis plate preparation is a required process for the lab.
- Provide the user with the option of selecting the type of genetic analyzer the plate (s) will be processed with.
- Provide the user with the ability of creating a daughter plate from the amplification plate.
 - Generate a daughter plate bar code that is associated with the amplification plate bar code.
- Provide the user with the option of creating a daughter plate with a robot or manually.

1.1043.2.12 Robotics

The STS must:

- If the specified robot has an on board scanner, the system provides the user with the ability to initiate a robot bed scan.
 - The system validates the plates found.
 - The system validates the chemicals found on the robot bed.
- Provide the user with the ability to set the plate disposition.
- Provide the user with the ability to regenerate the daughter plate if the process fails.
- Provide the user with the ability to record the instrument used to denature the plate.

1.1043.2.13 Manual Processing

- If the process is manual, the STS must validate the amplification and daughter plates.
- If the process is manual the STS must provide the user with the ability to scan chemicals used in the process, if any have been defined.
 - The STS must validate the chemicals.
- If the process is manual, the STS must provide the user with the ability to record a witness and password (for the process).
- The STS must provide the user with the ability to record the instrument used to denature the plate.

1.1043.2.14 Post PCR

- STaCS™ provides a module for recording the Post PCR process.
- This module lists all daughter plates that have completed Electrophoresis Plate Denature, if the Electrophoresis Plate Prep process is enabled; otherwise it lists the plates that have successfully completed the amplification process.
- When the user selects one or more plates, the system verifies that the plate is ready for this process.



- If empty well have been assigned to the plate, the system provides the user with the ability to add pre-amplified samples to the empty wells.
- The plate disposition can be set before processing or upon completion of the process.
- If consumables have been defined for this process, the user has the ability to scan the required consumables.
- If a witness is required, the system validates the witness ensuring it is not the logged in user.
- The system generates the file with the required information to create the sample sheet.
- If Electrophoresis Plate Prep is enabled, the system only displays daughter plates that have been successfully created.
- The user selects the instrument by scanning its bar code.
- The system validates that the instrument selected is a available for use.
 - If the instrument is a 3100, the system allows the user to select up to 2 plates.
 - If the instrument is a 310, the system allows the user to select a single plate.
 - For the 310, the system will prompt the user for a witness/password, if this functionality has been set by the Supervisor.

1.1043.2.15 Data Analysis

- The system contains modules for recording the data analysis process.
- STS supports two modes of analysis: Primary Analysis/Secondary Review and Dual Independent Analysis.
- In Primary Analysis/Secondary Review mode the reviewer can import the generated CODIS table from the analysis software (either Genotyper or GeneMapperID).
- The system provides an analysis mode where two independent analyses are recorded.
 - In Dual Independent Analysis mode, two analysts can import the CODIS table.
 - The system will not let the same analyst perform both analyses.
- The system manages the work lists so that the Primary Analyst and the Secondary reviewer cannot be the same person for a particular plate.
 - The STS system verifies that the minimum number of control samples have the expected profile.
 - If the control samples fail, the user is warned but is allowed to continue processing.
- The system validates each allele value against the accepted NDIS values.
 - If an allele is designated as an Off Ladder allele or an Allelic Imbalance or is a trisomy and this is the first item through, the system warns the user and the sample is reprocessed for a validation run.
 - If this is the second time through, the system performs a concordance check against the first run.
 - If the results are consistent the second time through, the result is considered valid and the profile is complete.
 - If the results do not match, the user has the option of:
 - Clearing the results and reprocessing the sample
 - Selecting the first profile generated.
 - Selecting the second profile generated.
- If the analytical system used is ProfilerPlus/COfiler, the system performs a redundant loci concordance check.



- If the loci do not match, the user has the option of sending either the sample back as a ProfilerPlus rework, a COfiler rework or as both the ProfilerPlus and COfiler.
- If the loci match, the profile is accepted and the system performs a check against the NDIS values.
 - If the profile is acceptable it is added to the 'Ready for CODIS' list.
 - If the allele value does not match an accepted NDIS value, the system provides the user with the ability to edit the value(s).
- If the redundant loci do not match, the user has the option of re-importing the ProfilerPlus profile, the COfiler profile or both the ProfilerPlus and COfiler profiles.
 - When a profile is re-imported only the samples requiring import are imported, the system ignores previously imported results.
- If the redundant loci do not match, and the user selects to rework the sample, both the COfiler and ProfilerPlus are reworked.
- If the user removes a sample from the CODIS table and the table is imported into STS the system prompts the user to specify the rework point for the missing sample(s).

1.1043.2.16 Primary / Secondary Mode

- The supervisor has the option of setting how composite profiles are defined: either by using the original protocol or by specifying a protocol focused on the problem area.
- If composite profiles are enabled:
 - And the initial run is using a PowerPlex16 kit the system validates the control samples and when acceptable, the system checks each allele value in the profile.
 - If a ProfilerPlus locus (not one of the redundant loci) did not work, the sample is reprocessed through ProfilerPlus.
 - If only a COfiler locus or a redundant locus requires rework the sample is reworked through a COfiler kit.
 - If a ProfilerPlus locus and one of the redundant loci did not work, the sample is reprocessed through ProfilerPlus.
 - If a ProfilerPlus locus and a COfiler locus did not work the sample is reworked using a PowerPlex16 kit.
- The system replaces the allele values for which results were not obtained the first time.

1.1043.2.17 Dual Independent Mode

The STS must:

- Provide a mechanism to resolve discrepancies between the two analysts' results.
- Notify both analysts when the profile does not match.
- Notify both analysts when the rework points do not coincide.
- Provide the user with the ability to edit the profile and/or the rework point for samples that did not match.

1.1043.2.18 Data Analysis Configuration

- The STS must provide the Supervisor with the ability to set Data Analysis parameters.
 - The mode for Data Analysis: Primary Analysis/Secondary Review or Dual independent analysis.
 - Whether the STS supports composite profiles.
 - The path and name of the Data Analysis software executable.
 - Working Directory: Default directory or share name for the data files.



- Output Directory: Default directory or share for the generated CODIS table.
- Archive Directory: Default directory or share for completed analysis files.

1.1043.2.19 Re-work

- The STS must provide the Analyst with the appropriate modules for processing rework samples on the 310.
- The STS must provide the Analyst with a worklist of plates that contain samples that are to be re-processed on the 310.
- The STS must generate a 310-sample sheet for the selected samples.
 - The sample sheet must contain an entry for every control sample on the plate and every sample that must be reprocessed.
 - The sample sheet must be able to be uploaded to an instrument to allow for hit picking of problematic samples.
- When a sample has been selected for processing on the 310, the STS must remove it from the list and add it to the worklist of samples for which a profile is expected.

1.1043.2.20 Manual Processing

- The system must provide a mechanism for the user to send a sample for Manual Processing:
 - At the Plate Creation module (before the sample is added to a plate)
 - And as one of the rework points at Data Analysis.
- The system includes a Manual Worklist module for managing the samples which require manual processing. This module provides the ability for batching the samples that are to be processed manually.
- The system provides a module for recording information for samples that are processed manually, including consumables that are used. The functionality of recording consumables is a Supervisor option (enabling Tracked Manual).
 - If Tracked Manual is enabled, the batch is on the 'Tracked' work list until the user indicates processing is complete.
 - When processing is complete the batch is added to the Data Analysis work list.
- If Tracked Manual is disabled, the batch is added to the Data Analysis work list when it has been successfully created.
- The system provides the user with the ability to import the CODIS table at Data Analysis for the Secondary reviewer in Primary/Secondary mode and provides the ability for 2 analysts to import the CODIS table in Dual Independent mode.
- The system validates the control samples used before importing the sample profile(s).

1.1043.2.21 Outsourcing / contract work

The STS must

- Provide a mechanism for sending samples to an outside agency for processing.
- Support two modes of outsourcing samples.
 - Support a 'Sample' mode that will allow for batching the samples, but must not enforce any functionality when the profiles are received.
 - Support a 'Batch' mode that will allow the user to add QC samples to the group of samples to be sent for outsourcing.
 - Validate the QC samples before allowing the user to import the profiles for the sample profiles.
- Import a CMF (CODIS1.0) or an XML (CODSIS5.2) file containing samples that have been out sourced.
 - Validate the sample identifier.



- Validate the DNA profile against the acceptable NDIS values.

1.1043.2.22 Consumable Management

The STS must provide the user with a mechanism for defining consumables to be tracked in the laboratory.

Consumable Configuration

The STS must:

- Provide a mechanism for the user to define the consumables that must be recorded at each phase of the process.
- Allow the user to specify an expiration (elapsed) time for the consumable.
- Allow the user to modify all the fields.
- Allow the user to delete a consumable, however the Identifier assigned to the consumable cannot be reused.
- Provide a mechanism for the user to identify the processes where the consumable is to be used.

Receiving

- The STS must provide the capability for the user to record consumable receipt.
- The STS must generate the bar code for the received item.
 - The STS must validate the lot number of the received chemical.
 - If the lot number has been determined invalid, the system must warn the user and provide the option to use or to reject the consumable.
- The STS must validate the lot number. If the consumable has been defined as requiring QA/QC, then:
 - If the lot number has passed QA/QC, then the lot must be flagged as having passed.
 - If the lot number has failed QA/QC, the user must have the option to retest the lot.
 - If this is a new lot number and QA/QC is required, the system must not allow use of the consumable until the QA/QC process has completed successfully.

Prepared Reagent Configuration

The STS must

- Provide a mechanism for the user to define the components of 'Prepared reagents'.
- Provide the user with the ability to specify where the prepared reagent is to be used.
- Provide the user with the ability to record the preparation process.
 - Validate any component that is used in the preparation process.

QA/QC Configuration

The STS must

- Provide the ability to indicate a consumable requires QA/QC testing before being used in the lab.
 - Provide the ability for the user to define the list of reference items required for the QA/QC process.
- Provide the user with the ability to record the QA/QC process and to record the results.

Consumable Rejection

The STS must



- Provide a mechanism to allow the user to reject a consumable.
 - Allow the user to reject a single instance of the consumable.
 - Allow the user to reject the complete lot.

Inventory Management

- The system provide a mechanism for allow tracking consumable inventory.
 - When the user defines a consumable, the user has the option of setting a minimum reorder point.
- When the stock in hand has reached or is below the minimum order point, the inventory entry is highlighted to alert the user that reordering is required.
 - The system provides the user with the ability to select a consumable on the inventory list and the system will generate a purchase order.
- The system automatically reduces the stock in hand when a consumable is used for the first time.

1.1043.2.23 Instrumentation

- The STS must allow the user to record new instruments in the laboratory. For a list of existing instruments, see Appendix 2
- The user must be able to record maintenance performed on the instrument.
 - The user must be able to generate a report detailing the maintenance history.

1.1043.2.24 Storage

Managing Storage systems

- The STS must provide the user with the ability to define and maintain a laboratory’s storage system.
 - The STS must provide the Supervisor with the ability to define the laboratory’s storage hierarchy.
 - The STS must provide the Supervisor with the ability to identify the objects that can be stored in the storage units.
 - The STS m must provide the Supervisor with the ability to add specific storage units following the defined hierarchy.
 - The STS must allow the Supervisor to specify a unique bar code to identify the storage unit.

Storage and Retrieval

The STS must:

- Provide the user with the ability to store any item that is used in the laboratory.
- Validate that the item being stored is stored in the appropriate type of storage unit.
- Validate that the storage unit is available for use.
- Provide a mechanism for the user to retrieve an item from a storage unit.
- Provide for automatic retrieval when an item is used.
- Provide an audit trail detailing the storage and retrieval history of items.
- Provide a mechanism for transferring the contents of one storage unit into a second unit.

1.1043.2.25 Reporting

- The STS must provide the user with the ability to query the system and report an item’s storage location.
- The STS must report a consumable’s location wherever a consumable is used in the laboratory. If an item is not stored it must be reported as ‘In the lab’.



1.1043.2.26 QA / QC Management

The STS must:

- Provide a mechanism for the user to specify previously worked samples to be reworked as QC samples.
- Validate the sample; only completed samples can be specified as a QC sample.
- Validate the resulting profile and report the obtained profiles (original run and the QC run).
- Set the processing of the sample to high priority.
- Provide the user with the option of setting the laboratory STS through which the sample is processed.

1.1043.2.27 Hit Confirmation

The STS must:

- Provide the user with the ability to reprocess a sample as a Hit Confirmation.
 - Validate sample unique number.
 - Report if the sample has had a previous Hit Confirmation run and must display the obtained DNA profiles.
 - Provide the user with the option to reprocess the sample
- Provide the user with the option to select the lab system through which the sample is processed (e.g. Profiler Plus only, Profiler Plus and COfiler, Identifiler).
- Set the processing of the sample to high priority.

1.1043.2.28 Control Sample Management

- The STS must provide a mechanism to allow the user to define control sample profiles.
- The STS must provide a mechanism to allow the user to input the list of NDIS acceptable allelic values for each locus.

1.1043.2.29 Supervisor Functions

Security Management

The STS must provide the Supervisor with the ability to set the functionality for each user role and each workstation.

The system currently supports 5 user roles and 7 workstation types as listed in the tables below.

STaCS™ User Roles
CLT (Certified Laboratory Technician)
FT (Forensic Technologist)
DNA Analyst
QA
Supervisor

STaCS™ Workstation types
Sample Reception
Punch
Pre PCR
Post PCR
Data Analysis
Data Administration
Supervisor



General Configuration

The STS must provide the Supervisor with the ability to:

- Set default laboratory analytical system.
- Set the maximum number of times a sample can be reworked in the laboratory.
- Specify whether CODIS confirmation will be a manual process or by the STS validating the CODIS database.
- Set the resubmission request contact intervals for the resubmission requests.
- Manage (Add/delete/modify entries) pick lists.
- Specify scientific instruments used in the lab.

Alert Lists

The STS must alert the Supervisor when any of the following conditions occur:

- A sample reject is requested.
- An instrument is off line.
- Sample profile inconsistencies, in Dual Independent Analysis mode.
- CODIS confirmation anomalies.

1.1043.2.30 Management Reports

The STS must provide the ability for the following reports to be generated:

- View Activities Report.
- Success Rate Report.
- Outsource Receiving Report.
- Sample History Report.
- Chemical QA/QC Lot Report.
- Workgroup Activity Summary.
- Activity Detail

Please see Appendix 3 for more reports.

1.1043.2.31 CODIS Interfacing

- The STS must provide the ability to generate a CMF or XML file with offender data uploaded to the 'CONVICTED OFFENDER' index and the volunteer data uploaded to the 'SUSPECT' index and young offenders to the 'JUVENILE' index.
- The STS must provide the ability to confirm the export of the DNA profile into the CODIS system.
- The STS must provide the user with the ability to add any missing samples to a CMF file for a second attempt at importing into CODIS.
- For the automated confirmation, the STS must alert the user if there are samples missing from the CODIS database.

1.1043.2.32 Routine Maintenance

In accordance with Good Laboratory Practice (GLP) protocols, the laboratory has established routines for monitoring various parameters related to quality assurance and safety. The STS shall manage the established laboratory routines for monitoring parameters related to equipment maintenance, chemical inventory, and safety.

Laboratory Equipment Monitoring

Most monitoring is conducted on a fixed schedule and each measurement has a specified acceptance criterion. The STS shall track and report this information, and alert staff and management of problematic situations.

1.1043.2.33 ASCLD / ISO 17025



The STS shall comply with all American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) international and legacy accreditation criteria. The STS contractor shall deliver example procedures for operation and maintenance of the STS which the FSD may use to develop their own Standard Operating Procedures (SOP).

1.1043.2.34 Use of Bar Codes

The STS shall print labels with bar code representation of sample numbers and batch identifiers. Bar code labels will be used to label controls, reagents, and laboratory equipment. Barcode scanners will be used for data entry and sample tracking during each step of processing. Bar codes affixed to storage location shelves can be scanned to identify sample storage areas in the STS. Bar codes shall be produced automatically or ad hoc on demand by the user. The STS shall print bar code labels to dedicated printers.

The STS shall generate bar code labels of various types (such as 2D barcodes) and sizes, selectable by the user, with mixed text and barcodes, for use in sample and batch identification and any other areas where bar code labels will enhance user productivity. Use of barcodes shall encompass all aspects of sample processing

1.1044 Installation and Training and System Testing

1.1044.1 Installation

The contractor shall perform the initial installation of the STS, and shall provide a sequence of steps, including a timetable, for the completion of this effort. This document shall address the various worksheets, STS requirements, reporting formats, and other customized documentation required by the laboratory. This document will also address the implementation strategy to be used. The intent of the FSD is to procure a functioning STS with known features that is operational within a nine (9) month time frame from the date of signing the contract.

1.1044.2 STS Training

The contractor will provide Microsoft Access training to create customized reports. The contractor shall train State personnel [maximum of 11 personnel] in the maintenance and operation of the STS on site. The training shall address STS administration and normal user actions. A detailed description of the training that is to be provided including a suggested schedule, lesson topics, and estimated time will be developed by the winning bidder and approved by the FSD. Training should take the "train the trainer" approach for administrators and classroom/instructor for users.

1.1044.2.1 System Administrator Training

The contractor shall train State personnel in the maintenance and operation of the STS. They shall provide adequate training for State personnel to install, configure, use, and maintain the system, based on the requirements stated in this document. The contractor will certify that the sufficient training has been provided by taking proficiency tests or other similar tests. Training shall include STS configuration and security settings, system maintenance, required database maintenance, backup, restore from backup, and an overview of all user functions a maximum of 2 system administrators.

1.1044.2.2 User Training

The contractor shall train FSD personnel in the STS functions required for their laboratory duties on site. User training shall, at minimum, include user interface, sample tracking / analysis, integration with CODIS and analytical instruments, review, and reporting. The contractor will certify that the sufficient training has been provided by



taking proficiency tests or other similar tests. Training shall accommodate a maximum of 9 users.

1.1044.2.3 STS User Manual

The contractor shall deliver a minimum of one (1) hard copy and one (1) electronic copy of a System Administrator Manual or guide and a User Manual which will cover all functions of the STS and the specific functions of the STS as installed and configured for FSD. The User Manual must allow a novice user with no prior experience to successfully complete tasks using the documentation. The FSD shall have unlimited reproduction rights to the manuals for FSD and STS management purposes.

1.1044.3 System Testing and Validation

The contractor shall plan, develop and test to validate the delivered STS. The contractor shall provide copies of all test plans, data, results, and any testing scripts used in validating the proper operation of STS before deploying the application. The FSD & DIT shall signoff on the test plans and the results after accepted by the FSD & DIT and prior to the pilot.

1.1045 Deliverables

The contractor shall not begin with the prep work for any deliverable for this project until both parties have agreed to and signed off on written documentation which describes the final deliverable and shown acceptance of its terms. The sign off process will be initiated by the contractor and submitted to the State. The State will have the ability to require any changes to the document and request resubmission of the document. Deliverable prep work shall not begin until FSD, DIT, and the MSP Project Office have signed off on them. Deliverables will not be considered complete until the FSD have formally accepted them. Deliverables for each of the four phases of this project include:

Ongoing Reports

- Change Order Documentation
- Monthly Status Reports
- Budgetary Updates
- Project Management Documentation as Requested by the State

Payments to the Contractor will be made upon the completion and acceptance of each phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD

Milestones	Deliverables	Acceptance Criteria
<p>Phase I – Software Payment #1 \$ 450,000.00</p> <p>Payment 1 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>STACS-DB Enterprise Version 3.5 software package is delivered to the state</p>	<p>SOM FSD is granted access to the software.</p> <p>This amount is refundable until FSD has reviewed and accepted Phase VI.</p>
<p>Phase II – Discovery Phase to be complete within 2 months of contract signing Payment #2 \$ 135,146.78</p> <p>Payment 2 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have</p>	<p>Hardware and infrastructure configuration specification (Section 1.1031)</p>	<p>Hardware and infrastructure configuration specification reviewed and approved by SOM (FSD Project Manager).</p>
	<p>FSD Policies and Procedures (Section 1.1031.7)</p>	<p>Proposed Policies and Procedures changes reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Review current Standard Operating Procedures and recommend changes needed to accommodate new STS implementation (Section 1.1043)</p>	<p>Proposed SOP changes reviewed and approved by SOM (FSD Project Manager).</p>



Milestones	Deliverables	Acceptance Criteria
<p>been accepted by FSD</p>	<p>Contractor is to provide a Conceptual Design Plan to address high-level solution design</p>	<p>Conceptual Design Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Technical Design Plan to outline hardware and software configuration requirements</p>	<p>Technical Design Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Project Plan to solidify project timeline (including identifying each phase) and staffing (state and contractor) plan through final implementation</p>	<p>Project Plan reviewed and approved by SOM (FSD Project Manager).</p>
<p>Phase III – Design & Specification to be complete within 5 months of contract signing</p> <p>Deadline: April 30, 2006</p> <p>If deadline is not met Liquidated Damages will be enforced (see section 2.073)</p> <p>Payment #3 \$ 98,139.21</p> <p>Payment 3 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>Design system role-based security for the CODIS unit (Section 1.1042.3)</p>	<p>Security and role-based access design specification reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Functional Specification/Design (Section 1.1043)</p>	<p>Functional Specification/Design reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Development Plan to communicate development and customization activities and points requiring customer interaction and user acceptance</p>	<p>Development Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Reports Functional Specification (Appendix 3)</p>	<p>Reports Functional Specification – Reporting reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Training Plan (Section 1.1044.2)</p>	<p>Training Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Test Specifications (Section 1.1044.4)</p>	<p>Test Specifications reviewed and approved by SOM (FSD Project Manager).</p>
<p>Phase IV – Development & Implementation to be complete within 7 months of contract signing</p> <p>Payment #4 \$ 104,580.98</p> <p>Payment 4 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>User Acceptance Test and PARE Plan</p>	<p>User Acceptance Test and PARE Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Pilot Plan</p>	<p>Pilot Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Data Migration Plan (Section 1.1043.1.13)</p>	<p>Data Migration Plan reviewed and approved by SOM.</p>
	<p>User Documentation (Section 1.1044.2)</p>	<p>User Documentation reviewed and approved by SOM (FSD Project Manager).</p>
	<p>System Administrator Documentation</p>	<p>System Administrator Documentation reviewed and approved by SOM.</p>
	<p>User Training Materials (Section 1.1044.2 - 1.1044.3)</p>	<p>User Training Materials reviewed and approved by SOM (FSD Project Manager).</p>
	<p>System Administrator Training Materials (Section 1.1044.2)</p>	<p>System Administrator Training Materials reviewed and approved by SOM (FSD Project Manager).</p>
<p>Deployment & Operations Guide</p>	<p>Deployment & Operations Guide reviewed and approved by SOM (FSD Project Manager).</p>	
<p>Phase V – Production Preparation & Training to be complete within 8 months of contract signing</p> <p>Payment #5 \$ 89,869.40</p> <p>Payment 5 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>Software and hardware procurement and delivery</p>	<p>Software and hardware procured, delivered, and installed.</p>
	<p>User and System Administrator Training to perform user and system administrator training (Section 1.1044.2 - 1.1044.3)</p>	<p>Users have a working knowledge of STS and are prepared to leverage the application to complete daily tasks.</p>
	<p>User Acceptance and PARE Testing to facilitate User Acceptance Testing</p>	<p>Test results meet and/or exceed criteria outlined in User Acceptance Test and PARE Plan.</p>
	<p>Facilitate and support Pilot Testing</p>	<p>SOM (FSD Project Manager) confirms that Pilot System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans.</p>



Milestones	Deliverables	Acceptance Criteria
	Support Plan to address alternative methods for providing user and administrator support (Section 1.1042.7)	Support Plan reviewed and approved by SOM (FSD Project Manager).
<p>Phase VI – Enterprise Deployment to be complete within 9 months of contract signing</p> <p>Deadline: August 30, 2006 <i>If deadline is not met Liquidated Damages will be enforced (see section 2.073)</i></p> <p>Payment #6 \$ 45,048.93</p> <p>Payment 6 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	Deployment and installation of application and hardware	STS deployed successfully to all named SOM users.
	Data Migration (Section 1.1043.1.13)	SOM (FSD Project Manager) confirms that legacy data has been completely and accurately migrated according to Data Migration Plan.
	Facilitate and support Final Testing	SOM (FSD Project Manager) confirms that System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans.
	System Support and Maintenance to provide ongoing support and maintenance of solution (Section 1.1042.7)	SOM (FSD Project Manager) confirms that Support Plan implemented per approved Support Plan.
	Backup and Recovery Plan. Prescriptive guidance regarding proper system backup and recovery methodologies	Backup & Recovery Plan reviewed, tested and approved by SOM (FSD Project Manager).
	Post Project Analysis. Review engagement, outlining opportunities for improving ongoing communication and support	Post Project Analysis Document has been reviewed and approved by SOM (FSD Project Manager).

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor staff will be responsible for gap analysis, hardware recommendations, business and technical design, data migration, development, QA, implementation and the support, maintenance and upgrade of the STS system. The Contractor will provide staff that meets the following roles and responsibilities. Resumes of identified personnel are provided in Exhibit G.

General Contractor Responsibilities

- Provide normal services Monday through Friday, 8:00 a.m. to 5:00 p.m. EST
- Provide experienced staff, as evidenced by resumes, in sufficient number to meet the requirements identified in this Contract
- Provide experienced staff, as evidenced by resumes, within five (5) business days of notification by FSD
- All personnel provided by the Contractor shall be subject to the rules, regulations, approval, and policies of MSP
- Replace all employees whose work was found to be unsatisfactory within five (5) business days of notification
- As required, attend and conduct project meetings using appropriate and most effective communication methods
- Provide timely responses to project-related questions and issues

Project Manager Responsibilities

- Employing the State’s Project Management Methodology (PMM), perform, coordinate, monitor and communicate project management activities with FSD’s Project Manager as detailed in Articles 1.3 and 1.4

Technical Responsibilities

- Design, develop and test STS deliverables as described in Article 1
- Implement STS production software with assistance and direction from FSD
- Implement STS development and test hardware / software and related tools with assistance and direction from FSD



- Develop, test and implement test scripts and procedures to implement the STS system
- Develop, test and load data from the existing system
- Develop and test documentation for operating, supporting and installing STS

Maintenance Responsibilities

- Support the application
- Provide help desk support for handling inquiries and problems
- Implement timely resolutions to problems, traveling to FSD facilities as needed

Training Responsibilities

- Develop and conduct application training for FSD user and technical personnel (train the trainer approach for a minimum of 9 people). Success of training must assess trainees by test or some other method and be proven to achieve at least 80% retention rate for all trainees.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State of Michigan will provide staff that meets the following roles and responsibilities.

General FSD Responsibilities

- Provide office space and computer hardware/software as deemed necessary to perform tasks identified in this ITB
- Provide telephones, duplicating services and facsimile equipment at FSD facilities for needs that are related to this agreement
- Business Project Leader and additional business and technical area staff will be available as needed
- Provide timely responses to project-related questions, issues and approvals

Project Manager Responsibilities

- Review, approve and integrate Contractor's schedule into overall project schedule
- Coordinate and conduct project status meetings.
- Perform, coordinate, monitor and communicate project management activities related to the overall project

Technical Responsibilities

- Coordinate and install the hardware and the network for development, test, and production environments, with guidance from the Contractor
- Provide and interpret IT standards and review deliverables for compliance
- Work with the Contractor in extraction, formatting and loading of data from existing FSD systems into STS
- Work with the Contractor in testing STS
- Archive and dismantle existing FSD systems that are replaced
- Provide the Contractor connectivity and necessary security access to STS Contractor facilities, subject to proper approvals
- Procure any infrastructure hardware and software for the development, test and production

Maintenance Responsibilities

- Provide a technical production support team available for transition activities
- Provide a first level help to its users

Training Responsibilities

- Setup and coordinate training classes at FSD facilities
- Develop and conduct training to external business partners if necessary

1.203 RESERVED – Other Roles and Responsibilities



1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Project management tasks will be provided in accordance with the PMBOK® (Project Management Body of Knowledge from the Project Management Institute) and the state's Project Management Methodology (PMM). Methodology is available at www.michigan.gov/projectmanagement. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. In addition, the Contractor shall use automated project management tools, as reasonably necessary, in order to perform the cited Services, which shall include, through the end of the Contract, the capability to produce:

- a) Staffing tables with names of personnel assigned to Contract tasks.
- b) Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) calendar days, updated semi-monthly). Updates must include actual time spent on each task and a revised estimate to complete.
- c) Graphs showing critical events, dependencies and decision points. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard described in the Statement of Work.
- d) Manage and operate projects at Capability Maturity Model® (CMM), at <http://www.sei.cmu.edu/sei-home.html>, level three (3) or higher. The intent is to deliver the highest quality solution by deploying and maintaining best practices, methodologies, tools, and knowledge capital using the CMM framework; a defined engineering approach to the development and management of computer software projects through adherence to established and tested practices.

The Contractor will carry out this project under the overall direction and control of the FSD/Project Manager. The FSD/Project Manager will review progress reports.

- Although there will be continuous liaison with the Contractor, the FSD Project Manager shall have contact at a minimum of weekly with the Contractor for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise. The objective of this step is to ensure that the FSD Project Manager is promptly informed of progress and the major issues that confront the Contractor throughout the contract.
- The Contractor will not be limited to the tasks identified in this document or work plan, and may supplement them with an alternate list of tasks or sub-tasks that will still permit the proper development of the project. Any additions or modifications of the tasks by the Contractor must be so noted, along with reasons the changes were necessary. Changes and modifications are subject to written approval by the FSD Project Manager.
- Within ten (10) working days of the award of the Contract, the Contractor will submit to the FSD Project Manager for final approval a work plan. This final implementation plan must be in agreement with Article 1.104 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 key 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 phases, activities and tasks, deliverables, 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.
 - The Contractor must appoint a Project Director that is available for consultation with the FSD Project Manager upon request. The Contractor Project Director must be knowledgeable of both the STS technical and business issues and be an excellent communicator. The Project Director must respond to all requests submitted by the FSD Project Manager within seven (7) days.
 - Conferences, meetings, or conference calls may be held by the Contract Administrator or the FSD Project Manager to review progress and re-chart direction. These engagements will be attended by the FSD Project Manager and the Contractor Project Director. Key Contractor team members may also be requested to attend. The Contractor will receive appropriate advanced notice from the FSD Project Manager prior to each engagement.

1.302 REPORTS

Reporting formats need to be submitted to the State for approval within twenty (20) business days after the effective date of the contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. The contractor will provide Microsoft Access training to create customized reports

- The Contractor must submit written monthly summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the FSD Project Manager and notification of any significant deviation from the previously agreed upon work plans. All areas of decision making that pertain to this contract must be reviewed in detail with the FSD Project Manager prior to any final decision. Each monthly progress report will contain the following:
 - 1) Project schedule status. Identify if the project is on schedule or if there is any deviation from the previously agreed upon schedule. If the project has deviated from the previously agreed upon schedule, identify the reason for deviation and areas effected by the deviation. Identify in detail the steps that will be taken to resolve the deviation. Also specify any schedule adjustments that have resulted from the deviation.
 - 2) Activities of the past month. Summarize the actions taken and progress made on the project during the past month.
 - 3) Activities of the following month. Summarize the actions planned for the following month in order to meet the project delivery and performance schedule requirements.
 - 4) Deliverables. Identify deliverables delivered to FSD in the past month and deliverables planned for delivery to FSD in the following month.
 - 5) Issues. Identify problems, difficulties, either anticipated or encountered, and suggested solutions.
 - 6) Resolution of prior issues. Identify resolutions to issues identified in previous progress reports.
 - 7) Percentage completed. Indicate the percentage completed for each task defined in the work plan during the past month, the total percentage completed for each task, total percentage completed for the development phase, and the total percentage completed for the project phase.



- The Contractor will maintain progress and resource schedules for all tasks under this contract. This documentation will include, as appropriate, progress Gantt charts, resource schedule reports, and earned value charts showing budgeted work completed and budgeted work scheduled. The Contractor is responsible for tracking hours expended on each task.
- A detailed report of hours must be received by the FSD Project Manager by the 15th of each month. This report shall describe the work performed and time spent during the period, current thru the end of the previous month, for each task identified in the Work Statement.
- All documentation prepared by the Contractor must be submitted to the FSD Project Manager as both a printed hard copy and in Microsoft Word electronic format. Alternative electronic formats must be mutually agreed upon by the FSD Project Manager and the Contractor.
- The Contractor’s name, logo, or other company identifier may not appear on documentation delivered to the State without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents.
- All documentation submitted to the FSD Project Manager by the Contractor must contain a title page with the following information:

Contract Number
 Contract Expiration Date
 Task Name (if applicable)
 Name of Contractor
 Contractor Project Director
 Date of Deliverable or Report
 Time Period of Deliverable or Report

- All reports and deliverables to be furnished by the Contractor will be delivered to the FSD Project Manager and are subject to approval by the FSD Project Manager. The Contractor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.

1.4 Project Management

1.401 ISSUE MANAGEMENT

The Contractor will be responsible for adhering to MSP’s Issue Management processes for issues related to the Contractor’s solution and staff. An issue management log must be maintained. The issue management log must be communicated to the FSD project manager, which could include weekly email notifications and updates, as well as be electronically accessible at all times. The issue log must be updated weekly and must have the following elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resolution date
- Resolution description

1.402 RISK MANAGEMENT

Contractor must create a risk management plan for the project. A risk management plan format will be submitted to the FSD Project Manager for approval within twenty (20) business days after the effective date of the contract. Once both parties have agreed to the format of the plan, it shall become the standard to follow for



the duration of the contract. The plan must be updated weekly. The risk management plan will be developed in accordance with the State’s PMM methodology and the PMBOK® (Project Management Institute).

1.403 CHANGE MANAGEMENT

The following provides a detailed process to follow if a change to this Statement of Work (SOW) is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- The contractor’s Project Manager and the State will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges for such investigation. If the investigation is authorized, the State and the contractor will sign the PCR, which will constitute approval for the investigation charges. (The timing of signature by the State Project Manager will be in accordance with the State’s Administrative Board or other applicable approval process). Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or Project Change Request (PCR) must be signed by both parties to authorize implementation of the investigated changes. Change Authorizations and/or Project Changes Request (PCR) will be processed through the state’s Acquisition Services Office.

If a proposed contract change is approved by the Contract Compliance Inspector, the Contract Compliance Inspector will submit a request for change to the Department of Management and Budget, Acquisition Services Buyer, who will make recommendations to the Director of Acquisition Services regarding ultimate approval/disapproval of change request. If the DMB Acquisition Services Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Acquisition Services Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Vendors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Acquisition Services, risk non-payment for the out-of-scope/pricing products and/or services.**

1.5 Acceptance

1.501 CRITERIA

The following criteria will be used by the State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

Document Deliverables

Documents include, but not limited to, plans, design documents, project schedules, user guides, and procedure manuals.

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
2. Requirements Trace-ability Matrix is reviewed and updated throughout the development process to assure requirements are delivered in final product.
3. Beta documents are not accepted as final deliverable.
4. The documents will be reviewed and accepted in accordance with the requirements of this contract and the accepted Vendor’s proposal.
5. FSD will review business and project documents. Approvals will be written and signed by FSD Project Manager with assistance from the FSD business staff. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit documents for approval within 7 days of receipt.
6. FSD Project Manager and DIT will review technical documents. Approvals will be written and signed by the FSD Project Manager with assistance from DIT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit documents for approval within 7 days of receipt.



Software and Hardware Deliverables

1. Software includes, but not limited to, STS application, and associated database products.
2. Beta software is not accepted as final deliverable.
3. The software will be reviewed and accepted in accordance with the requirements of this contract.
4. FSD and DIT will review software for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by FSD Project Manager with assistance from FSD and DIT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit software for approval within 7 days of receipt.
5. Servers with sufficient processor power, memory and storage capacity to operate the STS product in accordance to the FSD's requirements.

Service Deliverables

1. Services include, but not limited to, training, data migration, help desk and support.
2. The services will be accepted in accordance with the requirements of this contract.
3. FSD will review a 'Request for Approval of Services' within 30 days of completion or implementation. Approvals will be written and signed by the FSD Project Manager with assistance from DIT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit a 'Request for Approval of Services' for approval within 15 days of receipt.
4. FSD will review migrated and configured data within 30 days of completion. Approvals will be written and signed by the FSD Project Manager. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit a request for approval within 15 days of receipt.
5. FSD staff are properly trained and supplied with the proper tools and documentation to support, upgrade, monitor, operate and configure the application in accordance with the requirements of this contract. The Contractor has the tools to properly support the application.

1.502 FINAL ACCEPTANCE

The following criteria will be used by the State to determine Final Acceptance of each Phase provided under this SOW.

1. Contractor must conduct an end-to-end testing of the system. End-to-end testing shall be limited to the portions of the product that required customization. The customized portions of STS will be tested with regards to the whole product.
2. All errors found as a result of the testing must be corrected
3. All end user testing listed in the Statement of Work will be completed.
4. All documents, software and services of the Phase are delivered and accepted by FSD and DIT in accordance with the requirements of this contract and the accepted Contractor's proposal.
5. For ninety (90) days after installation, the software and any related infrastructure meet or exceed DIT's performance and reliability requirements in accordance with the requirements of this contract (Appendix 3) During the 90 day warranty period, the software must meet or exceed the performance and reliability requirements for a period of thirty (30) consecutive days. Approvals will be written and signed by the FSD Project Manager with assistance from MSP and DIT. Unacceptable issues will be documented and submitted to the Contractor.
6. All issues discovered during the 90 day warranty period are resolved and accepted or waived by FSD and DIT. Approvals will be written and signed by FSD Project Manager with assistance from MSP and DIT.
7. All bills related to this contract have been submitted and approved for payment.
8. A product roadmap is available to FSD and DIT including information such as technical requirements, functional enhancements and product availability periods.



Final Acceptance of the system will be based on the testing of all customized aspects and their relation to the whole system.

It should be noted that virtually all components of the system are utilized throughout the User Acceptance Testing phase.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Contract awarded from this solicitation will be a fixed price per delivered phase. Payments to the Contractor will be made upon the completion and acceptance of each phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD (Article 1, Attachment D). FSD will review each deliverable for acceptance within 30 days of receipt of original or revised deliverable. The Contractor will not be paid for any costs attributable to corrections of any errors or omissions that have been determined by the FSD Project Manger to be occasioned by the Contractor.

FSD will accept for payment only invoices that are error free as of the invoice date. Any invoicing errors or omissions that are the fault of the Contractor will result in FSD rejecting such invoices, requiring that the Contractor correct the invoice problems and then create a new invoice, with a new invoice date reflecting that the invoice is being reissued after the corrections have taken place. Under no circumstances will FSD approve late payment charges when invoices are paid late due to the Contractor's invoicing errors and omissions. Contractors demonstrating a continuing problem with invoicing errors and omissions may be considered in default of contract; resulting in termination of the Contract.

In the event it is necessary for contractual staff to travel for this project, prior approval must be obtained by the FSD Project Manager. Additionally, travel charges will only be reimbursed at current state-authorized rates as outlined by DMB guidelines (<http://www.michigan.gov/dmb/1,1607,7-150-9141---,00.html>.) and must be accompanied by actual receipts. Travel time will not be reimbursed.

1.7 RESERVED



Article 1, Attachment A
Pricing

Table 1: Summary of the Project Cost

No.	Cost Categories	Cost (\$)	Comments
A.	COTS Package One time cost of vendor's proposed COTS package.	\$750,000.00	"Fix License" for STaCS-DB Enterprise™ for one site: Unlimited number of samples per year.
B.	Customization of COTS Package Cost of modification of the COTS package to meet business requirements. Give breakdown in Table 4.	\$122,644.00	
C.	Client Desktop Software Cost Give breakdown in Table 5.	n/a	
D.	RESERVED	n/a	
E.	Software Tools Licenses Give breakdown in Table 6.	n/a	
F.	Training and Documentation Give breakdown in Table 7.	\$13,699.65	
G.	Servers Hardware Give breakdown in Table 8.	\$15,400.00	\$7,700 per server (x 2 servers)
H.	Servers Software Licenses Give breakdown in Table 9.	\$6,896.00	\$3,448 per server (x 2 servers)
I.	Data Conversion and Migration Give breakdown in Table 10.	\$5,678.36	
J.	Project Implementation Give breakdown in Table 11.	\$8,467.29	
K.	Connectivity (network solution) (between identified sites and State network)	n/a	
	Total Project Cost	\$922,785.30	

Table 2: Six Years Recurring Cost: Updates, Maintenance and Support

No.	Cost Categories	Cost (\$)	Comments
L.	COTS/Application software update cost (Includes licensing and updates each year)		Support & Maintenance for STaCS-DB Enterprise™ includes all software updates to its lab-related components. It also includes technical support via phone, e-mail, and web (using Anjura's Census website). If there are discrepancies between Anjura and the State of Michigan in reference Support and Maintenance Terms and Conditions (Exhibit F), the State of Michigan's terms and conditions take precedence. <u>Onsite Support:</u> Travel costs associated with onsite support are located at the following website. http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html Any travel resulting from this contract will only encompass this schedule.
	1. Warranty (2006-2007)	\$0	
	2. Support & Maintenance (2007-2008)	\$60,442.94	
	3. Support & Maintenance (2008-2009)	\$60,442.94	
	4. Support & Maintenance (2009-2010)	\$60,442.94	
	5. Support & Maintenance (2010-2011)	\$60,442.94	
	6. Support & Maintenance (2011-2012)	\$60,442.94	
	Total Support & Maintenance (6 years)	\$302,214.70	
M.	Maintenance and support cost (includes all programming and DB administration functions for implementing future business requirements)		Note: Support costs are included in previous section; STaCS support is bundled with annual software updates)
	1. First Year	\$106.80 per hour	Customization work to address future business requirements (if required) will be performed in accordance with our hourly rates at



	2. Second Year	\$110.00 per hour	the time where such future business requirements would need to be implemented. The first year pricing is based on the Programmer/developer/DBA rates listed in Table 4 and subsequent years at 3% increase.
	3. Third Year	\$113.30 per hour	
	4. Fourth Year	\$116.70 per hour	
	5. Fifth Year	\$120.20 per hour	
	6. Sixth Year	\$123.81 per hour	

Table 3: Total 6 Years System Cost

No.	Cost Categories	Cost (\$)	Comments
Table 1	Total project (One Time) Cost	\$922,785.30	
Table 2	Total Reoccurring Cost	\$302,214.70	Does not include costs for implementing future business requirements as these are unknown at this time
	Total 6 Years System Cost	\$1,225,000.00	

Table 4: Breakdown of Initial Customization/Application Development Cost

No.	Customization or Application Development	Total # of resources	Total # of hours	Unit cost (\$)	Total cost (\$)
B.	1. Project management	1	136.3	\$142.80	\$19,463.64
	2. System analyst	1	352.0	\$110.40	\$38,860.80
	3. Programmer/developer/DBA	3	1,161.9	\$106.80	\$124,090.92
	4. Quality Assurance	1	186.6	\$95.47	\$17,814.70
	5. Tester	1	57.98	\$95.47	\$5,535.35
	6. Technical Writer	1	112.4	\$95.47	\$10,730.83
	Total Customization Cost	5	2,007.18	\$	\$216,496.24
	Discount off Initial Customization				-\$93,852.24
	Total Discounted Customization Cost	5	2,007.18	\$	\$122,644.00

Table 5: Clients Desktop Software Cost

No.	Desktops description (see Note #1)	Cost for single unit	Cost for 1-50 units	Cost for 51-100 units	Cost for Over 100 units
1	Desktop/ PC Software cost	n/a	n/a	n/a	n/a
2	Desktop/ PC software installation	n/a	n/a	n/a	n/a

Table 6: Breakdown of Software Tools Cost

No.	Software Tools licenses cost	Cost (\$)	Comments
D.	1) Report writers	n/a	The Contractor assumes that FSD has sufficient licenses for Microsoft Access which will be used as the 3 rd party integrated reporting tool.
	2) Requirement analysis tools	n/a	
	3) Design tools	n/a	
	4) Drawing tools	n/a	
	5) Development environment tools	n/a	



6) Testing tools: (such as issues tracking, defect testing, load/stress testing, configuration management (List and provide cost separately for each item) (a)..... (b)..... (c).....	n/a	
7) Other system utilities (such as backup and disaster recovery, etc.)	n/a	
Any other software (List): 8)..... 9).....	n/a	
Total Cost of Software Tools	\$	

Table 7: Breakdown of Training and Documentation Cost

No.	Training cost and Documentation	Cost (\$)	Comments
F.	1) User training	\$14,963.38	Contractor will provide a 50% discount off Training and Documentation
	2) System Administration Training	\$7,963.38	
	3) User training documentation	n/a	
	4) Operational management training	n/a	
	5) Operational management training documentation	n/a	
	6) DBA training	n/a	
	7) DBA training documentation	n/a	
	8) User Guide, System Administration Guide, Install Guide, Training documents.	\$4,472.54	
	Total Training and Documentation Costs	\$27,399.30	
	Discount off Training and Documentation	-\$13,699.65	
Total Cost of Training & Documentation	\$13,699.65		

Table 8: Breakdown of Servers Hardware Cost

No.	Server hardware cost	Cost (\$)	Comments
G.	1) Servers Hardware - Operating System	\$15,400.00	Total of 2 servers for production, and warm fail-over and testing/development roles. Servers will be multi-function, performing all functions (1, 2, 3, 4 and 6) for their respective role.
	2) Servers Hardware - DBMS	Inc in #1	
	3) Servers Hardware - Print	Inc in #1	
	4) Server Hardware - Security	Inc in #1	
	5) Servers Hardware - Others	n/a	
	6) Server Hardware - Backup	Inc in #1	
	7) Servers - Fire walls	n/a	
	8) Servers Hardware installation, configuration, and testing.	Inc in #1	
	Other Hardware (List separately):	n/a	
Total Cost of Server Hardware	\$15,400.00		



Table 9: Breakdown of Servers Software Licenses Cost

No.	Server software cost	Cost (\$)	Comments
H.	1) Servers Software - Operating System	\$2,398.00	Total of 2 copies required (1 for each server). 10 user CALs being purchased with each license, resulting in a pool of 30 user CALs being available for use across all servers.
	2) Servers Software - DBMS	\$4,498.00	
	3) Servers Software - Print	Inc in #1	
	4) Server Software - Security	Inc in #1	
	5) Servers Software - Others	n/a	
	6) Server Software - Backup	Inc in #1, #2	
	7) Servers - Fire walls	n/a	
	8) Servers Software installation, configuration, and testing.	Inc	
	9) Load balancing software	n/a	
	Other Software (List separately):	n/a	
Total Cost of Server Software Licenses		\$6,896.00	

Table 10: Breakdown of Data Conversion and Migration Cost

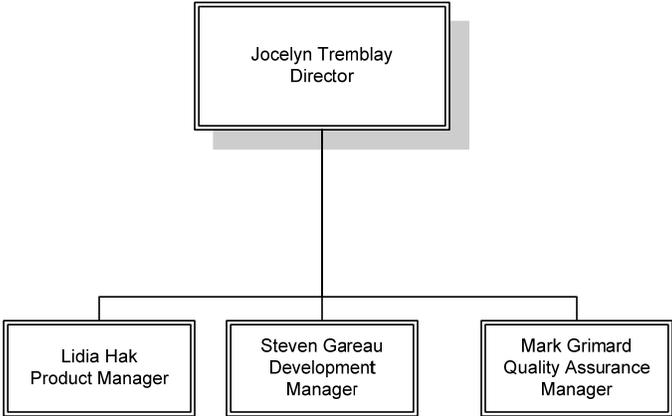
No.	Resources Required	Total # of resources	Total # of hours	Unit cost (\$)	Total cost (\$)
I.	Data Conversion and Migration: List the type of resources:				
	1. Programmer/developer/DBA	1	95.7	\$106.80	\$10,220.76
	Discount off Data Conversion and Migration				-\$4,542.40
Total cost of data conversion and migration				\$	\$5,678.36

Table 11: Project Implementation Cost

No.	Resources Required	Total # of resources	Total # of hours	Unit cost (\$)	Total cost (\$)
J.	1. Project Management		45.42	\$142.80	\$6,485.98
	2. Integration: (Integration of your COTS/Application software product with customized code and external interfaces)	Costs for Integration have been accounted for in Table 4.			
	3. Testing: (a) Unit, (b) System, (c) Integration, (d) Performance (load and stress), (e) Parallel Testing VERIS-VVRS), (f) UAT, (g) Other (List):	1	62.2	\$95.47	\$5,938.23
	4. Deployment / Cutover	1	19.32	\$95.47	\$1,844.48
	Total Implementation Cost		126.94		\$14,268.69
	Discount off Data Conversion and Migration				-\$5,801.40
	Total Discounted Project Implementation			126.94	\$



Article 1, Attachment B
Organizational Chart, including Key Personnel



Key Personnel

Anjura has a core group of individuals who will form the team for the execution of this project. Additional resources may be added to the team as required.

The individuals are:

Resources	Level	Labor Category
Jocelyn Tremblay	Senior	Project Manager
Lidia Hak	Senior	Systems Analyst, Trainer
Steven Gareau	Senior	Lead Software Engineer
Jorge Pinto	Intermediate	Software Engineer
Nicolas Brooks	Junior	Software Engineer
Mark Grimard	Senior	Quality Assurance / Quality Control
Susan van der Burg	Senior	Technical Writer



Article 1, Attachment C
Labor Rates

See Table 4 in Article 1, Attachment A



Article 1, Attachment D
Deliverables

Milestones	Deliverables	Acceptance Criteria
<p>Phase I – Software Payment #1 \$ 450,000.00</p> <p>Payment 1 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>STACS-DB Enterprise Version 3.5 software package is delivered to the state</p>	<p>SOM FSD is granted access to the software.</p> <p>This amount is refundable until FSD has reviewed and accepted Phase VI.</p>
<p>Phase II – Discovery Phase to be complete within 2 months of contract signing Payment #2 \$ 135,146.78</p> <p>Payment 2 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>Hardware and infrastructure configuration specification (Section 1.1031)</p>	<p>Hardware and infrastructure configuration specification reviewed and approved by SOM (FSD Project Manager).</p>
	<p>FSD Policies and Procedures (Section 1.1031.7)</p>	<p>Proposed Policies and Procedures changes reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Review current Standard Operating Procedures and recommend changes needed to accommodate new STS implementation (Section 1.1043)</p>	<p>Proposed SOP changes reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Contractor is to provide a Conceptual Design Plan to address high-level solution design</p>	<p>Conceptual Design Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Technical Design Plan to outline hardware and software configuration requirements</p>	<p>Technical Design Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Project Plan to solidify project timeline (including identifying each phase) and staffing (state and contractor) plan through final implementation</p>	<p>Project Plan reviewed and approved by SOM (FSD Project Manager).</p>
<p>Phase III – Design & Specification to be complete within 5 months of contract signing Deadline: April 30, 2006 <i>If deadline is not met Liquidated Damages will be enforced (see section 2.073)</i> Payment #3 \$ 98,139.21</p> <p>Payment 3 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD</p>	<p>Design system role-based security for the CODIS unit (Section 1.1042.3)</p>	<p>Security and role-based access design specification reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Functional Specification/Design (Section 1.1043)</p>	<p>Functional Specification/Design reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Development Plan to communicate development and customization activities and points requiring customer interaction and user acceptance</p>	<p>Development Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Reports Functional Specification (Appendix 3)</p>	<p>Reports Functional Specification – Reporting reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Training Plan (Section 1.1044.2)</p>	<p>Training Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Test Specifications (Section 1.1044.4)</p>	<p>Test Specifications reviewed and approved by SOM (FSD Project Manager).</p>
<p>Phase IV – Development & Implementation to be complete within 7 months of contract signing Payment #4 \$ 104,580.98</p> <p>Payment 4 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have</p>	<p>User Acceptance Test and PARE Plan</p>	<p>User Acceptance Test and PARE Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Pilot Plan</p>	<p>Pilot Plan reviewed and approved by SOM (FSD Project Manager).</p>
	<p>Data Migration Plan (Section 1.1043.1.13)</p>	<p>Data Migration Plan reviewed and approved by SOM.</p>
	<p>User Documentation (Section 1.1044.2)</p>	<p>User Documentation reviewed and approved by SOM (FSD Project Manager).</p>
	<p>System Administrator Documentation</p>	<p>System Administrator Documentation reviewed and approved by SOM.</p>



Milestones	Deliverables	Acceptance Criteria
been accepted by FSD	User Training Materials (Section 1.1044.2 - 1.1044.3)	User Training Materials reviewed and approved by SOM (FSD Project Manager).
	System Administrator Training Materials (Section 1.1044.2)	System Administrator Training Materials reviewed and approved by SOM (FSD Project Manager).
	Deployment & Operations Guide	Deployment & Operations Guide reviewed and approved by SOM (FSD Project Manager).
Phase V – Production Preparation & Training to be complete within 8 months of contract signing Payment #5 \$ 89,869.40 Payment 5 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD	Software and hardware procurement and delivery	Software and hardware procured, delivered, and installed.
	User and System Administrator Training to perform user and system administrator training (Section 1.1044.2 - 1.1044.3)	Users have a working knowledge of STS and are prepared to leverage the application to complete daily tasks.
	User Acceptance and PARE Testing to facilitate User Acceptance Testing	Test results meet and/or exceed criteria outlined in User Acceptance Test and PARE Plan.
	Facilitate and support Pilot Testing	SOM (FSD Project Manager) confirms that Pilot System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans.
	Support Plan to address alternative methods for providing user and administrator support (Section 1.1042.7)	Support Plan reviewed and approved by SOM (FSD Project Manager).
Phase VI – Enterprise Deployment to be complete within 9 months of contract signing Deadline: August 30, 2006 <i>If deadline is not met Liquidated Damages will be enforced (see section 2.073)</i> Payment #6 \$ 45,048.93 Payment 6 to the Contractor will be made upon the completion and acceptance of this phase, not to exceed contractual costs of the phase. A phase is defined as complete when all of the deliverables within the phase have been accepted by FSD	Deployment and installation of application and hardware	STS deployed successfully to all named SOM users.
	Data Migration (Section 1.1043.1.13)	SOM (FSD Project Manager) confirms that legacy data has been completely and accurately migrated according to Data Migration Plan.
	Facilitate and support Final Testing	SOM (FSD Project Manager) confirms that System continues to meet and/or exceed criteria outlined in User Acceptance Test and PARE Plans.
	System Support and Maintenance to provide ongoing support and maintenance of solution (Section 1.1042.7)	SOM (FSD Project Manager) confirms that Support Plan implemented per approved Support Plan.
	Backup and Recovery Plan. Prescriptive guidance regarding proper system backup and recovery methodologies	Backup & Recovery Plan reviewed, tested and approved by SOM (FSD Project Manager).
	Post Project Analysis. Review engagement, outlining opportunities for improving ongoing communication and support	Post Project Analysis Document has been reviewed and approved by SOM (FSD Project Manager).



Article 1, Attachment E

Project Plan

The following **draft** project plan addresses the phases identified in the Contract. Contractor acknowledges and agrees that it will work in concert with FSD to solidify project timeline (including identifying each phase) and staffing (state and contractor) through final implementation.

		Task Name	Duration	Start	Finish
1		<input type="checkbox"/> DRAFT PROJECT PLAN - MSP Implementation	195 days	Thu 05/12/01	Wed 06/08/30
2		Contract Issuance	2 days	Thu 05/12/01	Fri 05/12/02
3		<input type="checkbox"/> Phase I - Discovery	42 days	Mon 05/12/05	Tue 06/01/31
4		<input checked="" type="checkbox"/> Hardware and Infrastructure Configuration Specification	18 days	Mon 05/12/05	Wed 05/12/28
19		<input checked="" type="checkbox"/> FSD Policies and Procedures	15 days	Mon 05/12/05	Fri 05/12/23
34		<input type="checkbox"/> Standard Operating Procedures	23 days	Mon 05/12/26	Wed 06/01/25
35		<input checked="" type="checkbox"/> SOP Changes - Gap Analysis Workshop	4 days	Mon 05/12/26	Thu 05/12/29
40		<input checked="" type="checkbox"/> SOP Changes Report	19 days	Fri 05/12/30	Wed 06/01/25
55		<input checked="" type="checkbox"/> Conceptual Design Plan	18 days	Mon 05/12/26	Wed 06/01/18
70		<input checked="" type="checkbox"/> Technical Design Plan	18 days	Thu 05/12/29	Mon 06/01/23
85		<input checked="" type="checkbox"/> Project Plan	9 days	Thu 06/01/19	Tue 06/01/31
100		<input type="checkbox"/> Phase II - Design & Specification	47 days	Wed 06/02/01	Thu 06/04/06
101		<input checked="" type="checkbox"/> Role-based Security Requirements	17 days	Wed 06/02/01	Thu 06/02/23
116		<input type="checkbox"/> Requirements Definition Stream	38 days	Wed 06/02/01	Fri 06/03/24
117		<input checked="" type="checkbox"/> JAD Session	6 days	Wed 06/02/01	Wed 06/02/08
122		<input checked="" type="checkbox"/> Functional and Reports Specifications	32 days	Thu 06/02/09	Fri 06/03/24
138		<input checked="" type="checkbox"/> Software Customization Assessment	9 days	Mon 06/03/27	Thu 06/04/06
145		<input checked="" type="checkbox"/> Software Development Communication Plan	16 days	Wed 06/02/01	Wed 06/02/22
160		<input checked="" type="checkbox"/> Training Plan	26 days	Wed 06/02/01	Wed 06/03/08
175		<input checked="" type="checkbox"/> Test Specifications	18 days	Wed 06/02/01	Fri 06/02/24
190		<input type="checkbox"/> Phase III - Development & Implementation	169 days	Mon 05/12/05	Thu 06/07/27
191		<input type="checkbox"/> Construction	169 days	Mon 05/12/05	Thu 06/07/27
192		<input checked="" type="checkbox"/> Development Environment	3 days	Mon 05/12/05	Wed 05/12/07
195		<input checked="" type="checkbox"/> STaCS Customization	65 days	Fri 06/04/07	Thu 06/07/06
202		<input checked="" type="checkbox"/> Data Conversion Routines	15 days	Fri 06/04/07	Thu 06/04/27
205		<input type="checkbox"/> Documentation	80 days	Fri 06/04/07	Thu 06/07/27
206		<input checked="" type="checkbox"/> User Documentation	40 days	Fri 06/04/07	Thu 06/06/01
217		<input checked="" type="checkbox"/> User Training Material	40 days	Fri 06/06/02	Thu 06/07/27
232		<input checked="" type="checkbox"/> System Administrator Documentation	40 days	Fri 06/04/07	Thu 06/06/01
247		<input checked="" type="checkbox"/> System Administrator Training Material	40 days	Fri 06/06/02	Thu 06/07/27
262		<input checked="" type="checkbox"/> Deployment and Operations Guide	40 days	Fri 06/04/07	Thu 06/06/01
276		<input checked="" type="checkbox"/> User Acceptance Test and PARE Plan	45 days	Fri 06/04/07	Thu 06/06/08
291		<input checked="" type="checkbox"/> Integration Testing	15 days	Fri 06/07/07	Thu 06/07/27
293		<input checked="" type="checkbox"/> Pilot Plan	20 days	Fri 06/04/07	Thu 06/05/04
308		<input checked="" type="checkbox"/> Data Migration Plan	20 days	Fri 06/04/07	Thu 06/05/04
323		<input checked="" type="checkbox"/> Phase IV - Production Preparation & Training	129 days	Wed 06/02/01	Mon 06/07/31
347		<input checked="" type="checkbox"/> Phase V - Enterprise Deployment	104 days	Fri 06/04/07	Wed 06/08/30



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) “Days” means calendar days unless otherwise specified.
- (b) “24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.
- (d) “Amendment Labor Rates” means the schedule of fully-loaded hourly labor rates attached as

Article 1, Attachment C.

- (e) “Audit Period” has the meaning given in **Section 2.111**.
- (f) “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (g) “Incident” means any interruption in Services.
- (h) “Business Critical” means any function identified in any Statement of Work as Business Critical.
- (i) “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work
- (j) “Key Personnel” means any Personnel designated in **Article 1, Section 1.201 and/or Attachment B**, as Key Personnel.
- (k) “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.
- (l) “Services” means any function performed for the benefit of the State.
- (m) “State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (n) “Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments and Exhibits

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

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
 - a description of the Services to be performed by Contractor under the Statement of Work;



- a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
- a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;
- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Office of Acquisition Services (“OAS”) and the Michigan Department of State Police (collectively, including all other relevant State of Michigan departments and agencies, the “State”). OAS is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **OAS is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Acquisition Services for this Contract is:

Steve Motz, Buyer
 Office of Acquisition Services
 Department of Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 517-241-3215
Motzs@michigan.gov

2.015 Contract Compliance Inspector

Upon receipt at OAS of the properly executed Contract, it is anticipated that the Director of DMB Acquisition Services, in consultation with (insert the end using agency), will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Acquisition Services.**

The Contract Compliance Inspector for this Contract is:

Barbara Suska, Contract Administrator
 DIT Contracts & Procurement
 Constitution Hall, Atrium South
 (517) 335-4067
Suskab2@michigan.gov

2.016 Project Manager

The following individual will oversee the project:

Julie French
 Department of State Police
 7320 N. Canal Road.
 Lansing, MI 48913



(517) 322-6269
Frenchj@michigan.gov

2.020 Contract Objectives/Scope/Background

2.021 Background

See Section 1.002

2.022 Purpose

See Section 1.101

2.023 Objectives and Scope

See Section 1.1045

2.024 Interpretation

Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

2.025 Form, Function and Utility

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

2.030 Legal Effect and Term

2.031 Legal Effect

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for a period of three (3) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel

(a) 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 by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Article 1, Attachment B** provides an organization chart showing the roles of certain Key Personnel, if any.

(ii) Key Personnel shall be dedicated as defined in **Article 1, Attachment B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

(iv) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(v) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.210**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.041** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum



per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$50,000.00 per individual.

(c) 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 reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted in **Section 2.076** for a time as agreed to by the parties.

(e) Staffing Levels.

(i) 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 Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(ii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, 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.

(f) 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 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 Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

Contractor employees shall be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.



2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, 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 to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. 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 and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Acquisition Services has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor 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. Contractor shall make all payments to Subcontractors or suppliers of 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. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.



2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services.

2.050 State Standards

2.051 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html.

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at <http://www.michigan.gov/projectmanagement>.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools

The State has adopted the following tools for 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

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. 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 DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--,00.html>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables

2.061 Ordering

(a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.



(b) DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

2.062 Software

Exhibit C lists the items of software the State is required to purchase for execution the Contract. The list in **Exhibit C** includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). **Exhibit C** also identifies certain items of software to be provided by the State.

2.063 Hardware

Exhibit B lists the items of hardware the State is required to purchase for execution the Contract. The list in **Exhibit B** includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). **Exhibit B** also identifies certain items of hardware to be provided by the State.

2.064 Equipment to be New and Prohibited Products

(a) Equipment to be New

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

(b) Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change order pursuant to **Section 2.106**.

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) 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 notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State’s failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages (See Appendix 7)

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the “Work in Process” and finish such Works in Process by whatever appropriate method the State may deem expedient. Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

To secure the State’s progress payments before the delivery of any services or materials required for the execution of Contractor’s obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 Time is of the Essence

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

2.076 RESERVED

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following shall be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered “F.O.B. Destination, within Government Premises.” The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper’s delivery document(s) and appropriate procedures to record such.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within fourteen (14) days of receipt. Any damage must be reported to the Contractor within five (5) days of inspection. If this inspection does not occur and damages not reported within thirty (30) days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

2.82 Delivery of Deliverables



(a) Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document (“Written Deliverable”), a good (“Physical Deliverable”) or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.083 Testing

(a) Prior to delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State’s review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State’s review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

2.084 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State’s obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.

(d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor’s expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the



Contract price for such Deliverable/Service and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

2.85 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.087 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable



additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.088 RESERVED – Final Acceptance

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Article 1, Attachment C**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Article 1, Attachment C** unless specifically identified in an applicable Statement of Work.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in **Article 1, Attachment C**.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Article 1, Attachment C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.



(c) Out-of-Pocket Expenses

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

(e) Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

(f) Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.93 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 RESERVED - Holdback

2.94 Electronic Payment Availability

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004 requires all payments be transitioned over to EFT by October 2005.

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with **Article 1, Attachment E** (Project Plan) is likely to delay the timely achievement of any Contract tasks.

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet the State's need for



Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- (i) separately address Contractor’s performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State’s request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State’s approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 RESERVED

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the



services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor’s responsibilities under the Contract (“New Work”), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before 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/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a “Change”), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a “Change Request”).

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor’s proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Acquisition Services.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of



the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool such as Microsoft Project, to plan, monitor and track the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111 Records and Inspections

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

(b) Examination of Records. Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

(c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

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

2.112 Errors



(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

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

2.120 State Responsibilities

2.121 State Performance Obligations

(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--00.html>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor



presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

2.151 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.152 Confidentiality

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

2.153 Protection of Confidential Information

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

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is



required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

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

2.156 Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

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

2.159 Destruction of Confidential Information

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

2.160 Proprietary Rights

2.161 Ownership

Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

Vesting of Rights. With the sole exception of any preexisting licensed works identified in **Exhibit C**, the Contractor shall assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.162 Source Code Escrow

(a) Definition. "Source Code Escrow Package" shall mean:



- (i) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
- (ii) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (iii) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

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

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

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

(e) Escrow Fees. All fees and expenses charged by the Escrow Agent will be paid by the Contractor.

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

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

(g) Release Event Procedures. If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in **Section 2.162(f)**, then:

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

(h) License. Upon release from the Escrow Agent pursuant to an event described in **Section 2.162(f)**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right to use the Source Code Escrow Package in order to maintain and support the Licensed Software so that it can be used by the State as set forth in this Contract.

(i) Derivative Works. Any Derivative Works to the source code released from escrow which are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership



rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

2.163 Rights in Data

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

(b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the State shall remain the State's sole and exclusive property.

2.164 Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software. Standard Software to be licensed to the State is listed in **Exhibit C**.

2.166 Pre-existing Materials for Custom Software Deliverables

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

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.



2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.



(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

2.172 Software Warranties

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, “Unauthorized Code” means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

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

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software



abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.173 Equipment Warranty

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

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

Within 30 business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

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

All warranty work shall be performed on the State of Michigan worksite(s).

2.174 Physical Media Warranty

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



2.175 Standard Warranties

(a) Warranty of Merchantability

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

(b) Warranty of fitness for a particular purpose

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

(c) Warranty of title

Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences For Breach

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

2.180 Insurance

2.181 Liability Insurance

(a) Liability Insurance

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

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

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

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

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

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision 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"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

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.

2.190 Indemnification



2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

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

(c) Employee Indemnification

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

(d) Patent/Copyright Infringement Indemnification

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

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

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

2.192 Continuation of Indemnification Obligations

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



2.193 Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

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

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 (for low risk contracts – Select a higher amount for moderate to high risk contracts) which ever is higher. 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.

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

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered



by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or manmade disaster.

2.210 Termination/Cancellation by the State

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

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than thirty (30) days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

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

2.212 Termination for Convenience

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

2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all



Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including 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 Contractor's business integrity.

2.215 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, § 5, and Civil Service Rule 7-1. 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.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights



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

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

(d) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Article 1, Attachment C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may



terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, 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) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106**.

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved

2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Acquisition Services, DMB, or



designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Acquisition Services, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.

2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, 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 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.270 Litigation

2.271 Disclosure of Litigation

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

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

- (A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and
- (B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Acquisition Services.

(2) Contractor shall also notify the Office of Acquisition Services within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor shall also notify Acquisition Services within thirty (30) days whenever changes to company affiliations occur.



2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances (“Applicable Laws”) in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor’s Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing,



transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

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

2.295 Relationship of the Parties (Independent Contractor Relationship)

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

2.296 Notices



(a) Any notice given to a party under the Contract 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.

State of Michigan
 Office of Acquisition Services
 Attention: Steve Motz
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

with a copy to:
 State of Michigan
 Department of Information Technology
 Attention: Jim Flowers
 116 West Allegan
 Hollister Building
 Lansing, Michigan 48909

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

(b) Binding Commitments

Representatives of Contractor identified in **Article 1, Attachment B** shall have the authority to make binding commitments on Contractor's behalf within the bounds set forth in such table. Contractor may change such representatives from time to time upon written notice.

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) 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.

2.298 Reformation and 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.

2.299 Consents and Approvals

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

2.300 No Waiver of Default



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

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

Each party agrees that, in its dealings with the other party or in connection with the Contract, it shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.305 Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

2.306 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.



If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.307 Call Center Disclosure

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

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Reserved - Extended Purchasing

2.330 Federal Grant Requirements

2.331 Federal Grant Requirements

The following links contain certifications and terms which may be required for some purchases paid via Federal funds. They are included here to be utilized as required.

Lobbying Certifications are usually for agreements over \$100,000. The debarment certification is required for all agreements. The last link is where you can go and search for debarred or suspended contractors.

http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352---000-.html

http://www.archives.gov/federal_register/codification/executive_order/12549.html

http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf

<http://www.epls.gov/epl/servlet/EPLSearchMain/1>



Exhibit A
Approved Subcontractors

Lidia Hak - Chimaera Research Inc., Ottawa, Ontario

Steve Gareau, Jorge Pinto - SLG Technologies Inc., Ottawa, Ontario

Mark Grimard - 6223737 Canada Inc., Ottawa, Ontario

Susan van der Burg - Promptu Writing Solutions Inc., Ottawa, Ontario



Exhibit B
Approved Hardware

- Dell PowerEdge 2850
- HP Proliant DL380

Specific hardware configurations can be found in section 1.1031



Exhibit C
Approved Software

Preexisting Licensed Works

With the exception of Michigan's "Jurisdiction Specific Sample Reception Module", preexisting licensed works are all the modules and related User and System documentation making up the STaCS™ software application as depicted by the STaCS™ Component Diagram on page 30 of the STaCS™ Functional Specification document. This includes:

- “Supervisor” related modules
- “Consumables Management” related modules
- “QA/QC” related modules
- “Lab Process” related modules
- “DNA Profiles – External Repositories” related modules
- “Scientific Instrument Interfaces” related modules
- “Sample Outsourcing” related modules



Exhibit D
Binding Commitments

NONE



Exhibit E
Supporting Documentation



Exhibit F
Support and Maintenance Terms and Conditions

Anjura Technology Corporation
Sample Tracking and Control System (STaCS™)
Support and Maintenance Terms and Conditions

Introduction

This Agreement ("Agreement") between Anjura Technology Corporation with principal offices at 2301 St Laurent Blvd., Suite 700, Ottawa, Ontario, CANADA K1G 4J7, ("Sublicensor"), and _____ ("Sublicensee") sets out the terms and conditions under which the Sublicensor will provide technical support and maintenance services.

WHEREAS, the parties entered into a contract for a Sample Tracking and Control System requiring the use of the Licensed Programs, hereinafter referred to as "the contract";

AND WHEREAS, Sublicensor and the Sublicensee entered into a separate Sublicense Agreement dated _____, 20____, ("Sublicense Agreement") under which the Sublicensee obtained a non-exclusive, non-transferable license to use STaCS™ software and related documentation on certain terms and conditions;

AND WHEREAS, Sublicensee now desires to be certain that the STaCS™ software is supported in a convenient and accessible manner for the use and benefit of Sublicensee;

AND WHEREAS, Sublicensor is willing to undertake the maintenance of the STaCS™ software;

NOW THEREFORE, in consideration of the parties' mutual promises, and based upon the covenants and conditions provided herein, the parties agree to the following terms and conditions:

<p>Technical Support and Maintenance Services Technical support ("Support") and Maintenance can be obtained at the costs outlined in Schedule A. Provided that the Sublicensee has paid Sublicensor's required cost(s) for Support and Maintenance, Sublicensor shall provide the following services:</p>	<p>Agreement. Sublicensor shall own all proprietary rights subject to and governed by the end user sublicense agreement for the Licensed Programs.</p>
<p>Support - Sublicensor shall provide telephone, fax and electronic mail support on technical issues relating to Licensed Programs to registered users of Sublicensee between the hours of 8:00 a.m. and 5:00 p.m. (local time: Eastern Time) on business days. Sublicensor will provide work arounds, error corrections and software fixes for reported problems within a commercially reasonable period of time taking into account the priority level of the reported problem. Sublicensor will provide Support for the most recent version of the Licensed Programs and will support the preceding version of the Licensed Programs for not more than 12 months after the most recent version becomes commercially available.</p> <p>Support does not include: (i) custom programming services; (ii) training; (iii) hardware and related supplies; or (iv) any support services provided at the Sublicensee's site.</p> <p>Support which is not covered by the Support and Maintenance Terms and Conditions may be made available to the Sublicensee by the Sublicensor at the costs as outlined in Article 1, Attachment A, Table 2.</p>	<p>Unenforceability - If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable under Michigan law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.</p> <p>Schedules - The following Schedule attached to this Agreement is part of this Agreement: Schedule A: Maintenance Obligations and Fees</p>
<p>Maintenance - From time to time, Sublicensor shall make available to Sublicensee the following (hereinafter referred to as "Maintenance"):</p> <ul style="list-style-type: none"> (i) all known bugs or errors in the Licensed Programs; (ii) any available work arounds; and/or (iii) any resolutions, error corrections or bug fixes. <p>Software updates, including maintenance releases, error corrections and bug fixes (hereinafter referred to as "Updates") will be available from time to time. Use of Updates and Maintenance shall be governed by the terms and conditions of the end user sublicense agreement for the Licensed Programs.</p>	
<p>Payment by Sublicensee - In consideration of the Maintenance to be provided by the Sublicensor as set forth herein, Sublicensee agrees to pay the annual Maintenance Fees ("Fees") specified in Schedule A, attached. In the event that Sublicensee at any time pays additional license fees for the STaCS. software for increased usage levels pursuant to the Sublicense Agreement between the parties, the Fees shall be adjusted accordingly.</p> <p>Copyright and Proprietary Information - Sublicensee acknowledges that any STaCS. software and documentation provided pursuant to the terms of this Agreement are only licensed for use by Sublicensee as STaCS. software and Documentation pursuant to the terms of the Sublicense</p>	



Schedule A

Maintenance Obligations and Fees

Annual Recurring Fees	
Year 1 (2006-2007)	\$0 USD
Year 2 (2007-2008)	\$60,442.94 USD
Year 3 (2008-2009)	\$60,442.94 USD
Year 4 (2009-2010)	\$60,442.94 USD
Year 5 (2010-2011)	\$60,442.94 USD
Year 6 (2011-2012)	\$60,442.94 USD

Onsite Support:

Travel costs associated with onsite support are located at the following website.

http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html

Any travel resulting from this contract will only encompass this schedule.



Anjura Technology Corporation
Sample Tracking and Control System (STaCS™)
Sublicense Agreement

THIS AGREEMENT made between Anjura Technology Corporation (the "Sublicensor") and the State of Michigan Department of State Police Forensic Science Division (the "Sublicensee"), is effective when executed by the State of Michigan.

WHEREAS:

1. Her Majesty the Queen in Right of Canada as represented by the Royal Canadian Mounted Police (the "Owner") is the sole owner of the Licensed Programs and has granted to the Sublicensor a worldwide sole right licence to the Licensed Programs, including the right to sublicense;
2. Sublicensor has the authority to provide Sublicensee with a non-exclusive sublicense for the use of each of the Licensed Programs on the Designated Equipment and provide User with all Licensed Program Documentation;
3. The terms Licensed Program, Licensed Program Documentation, Designated Equipment and Use are defined in paragraph 2 of this agreement;
4. The parties entered into a contract for a Sample Tracking and Control System requiring the use of the Licensed Programs, hereinafter referred to as "the contract":

IN CONSIDERATION of the mutual promises herein, and the sum as indicated in the contract now paid by Sublicensee to Sublicensor (the receipt and sufficiency of which is acknowledged), the Sublicensor and Sublicensee agree as follows:

1. Definitions

The following terms are defined for the purposes of this agreement:

- (a) "Licensed Programs" means the programs listed on Schedule "A" attached to this agreement, materials relating to these programs, including source media and listings, in machine-readable or printed form, and any updates of these programs and program materials hereafter furnished to Sublicensee by Sublicensor;
- (b) "Designated Equipment" means the equipment enumerated in Schedule "B" attached to this agreement;
- (c) "Use" means copying any portion of any Licensed Program from storage units or media into Designated Equipment for processing, or using any Licensed Program in the course of the operation of the Designated Equipment or software
- (d) "Documentation" means all explanatory and instructional documentation for the Licensed Programs and all portions or copies of any such tangible materials or documentation whether produced by Owner or Sublicensor.
- (e) "Effective Date" means the contract's effective date.

2. Grant of Sublicense

(1) Sublicensor grants to Sublicensee and Sublicensee accepts from Sublicensor, upon the terms and conditions set forth in the contract and this program sublicense agreement, a valid, fully paid-up, non-transferable and non-exclusive licence to use the Licensed Programs:

- (a) on the Designated Equipment; and
- (b) on any back-up equipment in the event that the Designated Equipment becomes inoperative for any reason.

(2) Sublicensor further grants to Sublicensee a valid, fully paid-up, non-transferable and non-exclusive licence to use the Documentation to be furnished contemporaneously with the Licensed Programs and to be utilized in conjunction with them.

(3) This agreement does not apply to or include installation assistance.

3. Term

(1) This agreement is effective from the Effective Date and shall entitle the Sublicensee to use each Licensed Program under the provisions of the preceding paragraph 2 so long as the Designated Equipment remains in the exclusive possession of the Sublicensee. Except to the extent permitted under the preceding paragraph 2, a separate sublicense is required for use of any Licensed Program on equipment other than the Designated Equipment.



(2) Sublicensee acknowledges that the sublicense granted in this agreement is limited to the Use of the specific Licensed Programs listed on Schedule "A" and that the Use of them by anyone other than Sublicensee is prohibited. Sublicensee further acknowledges that it does not have the right to further sell, sublicense or assign any of the Licensed Programs.

4. Copies

(1) Any Licensed Program Documentation which is provided by Sublicensor pursuant to this agreement shall not be copied, in whole or in part, by Sublicensee. Additional copies of Licensed Program printed materials may be licensed from Sublicensor at the charges then in effect.

(2) Any Licensed Program provided pursuant to this agreement in machine-readable form may be copied by Sublicensee, in whole or in part, for use solely for back-up or archival purposes, provided, however, that no more than two printed copies and two machine-readable copies will be in existence under any one licence with respect to any Licensed Program at any time without the prior written consent of the Sublicensor, other than copies resident in the Designated Equipment itself.

(3) The original and any copies of the Licensed Programs, in whole or in part, which are made by Sublicensee, shall be the property of Sublicensor. Any portion of the Licensed Program included in any updated work shall be used only on the Designated Equipment or any other items of equipment as specified under subparagraphs (a) and (b) of paragraph 3(1), and shall remain subject to all other terms of this agreement.

(4) Sublicensee agrees to reproduce and include all of the copyright notices contained on any Licensed Program whether reproduced in whole or in part, in any form, including partial copies and modifications of the Licensed Program.

5. Protection of Licensed Program

(1) Sublicensee agrees not to provide or otherwise make available any Licensed Program, including but not limited to flow charts, logic diagrams and related documentation and software code, in any form, to any person other than Sublicensee's or Sublicensor's employees or any auditor of Sublicensee or of any federal, provincial or municipal department or ministry, without the written consent of Sublicensor, which consent shall not be unreasonably or arbitrarily withheld or unduly delayed, provided that the availability of any Licensed Program shall occur only during the period any such person is on Sublicensee's premises with Sublicensee's permission for purposes being specifically related to Sublicensee's use of the Licensed Program. Sublicensee agrees that it will endeavour to take reasonably appropriate action by written instructions to its employees or other persons permitted access to Licensed Programs to satisfy its obligations under this agreement with respect to the use, copying, modification, and protection and security of the Licensed Programs.

(2) Sublicensee acknowledges and agrees that the source code for the Licensed Programs is proprietary to the Owner, and that unauthorized access to that source code would be damaging to the financial interests of the Sublicensor and the Owner. Sublicensee warrants that it will not reverse engineer the Licensed Programs to obtain or derive the source code.

6. Termination

Within sixty days after Sublicensee has permanently discontinued the use of any Licensed Program, or within sixty days after Sublicensor has terminated any licence by reason of Sublicensee's failure to comply with any of the terms of this agreement, Sublicensee will, at Sublicensee's expense, return to Sublicensor the original and all copies, in whole or in part, in any form, including partial copies and modifications, of the discontinued or terminated Licensed Programs and certify to Sublicensor, in writing, that through its best efforts, and to the best of its knowledge, all copies of these materials have been returned to Sublicensor or destroyed.

7. Patent and Copyright Infringement

(1) In the event that of any threatened or actual suit against the Sublicensee arising from the rights exercised under this Sublicense, the Sublicensee shall promptly notify the Sublicensor and the Sublicensor will enter into discussions with the Owner to determine the extent of the infringement. If necessary, the Sublicensor and Owner will enter into negotiations to obtain additional rights required for the Sublicensee.

(2) Sublicensor shall not be liable for any infringement or claim thereof based upon the use of any Licensed Program in combination with equipment or with software not authorized or supplied by Sublicensor or with modifications made by Sublicensee and not approved by Sublicensor.

8. Warranty

(1) Each Licensed Program conforms to the prevailing published program specifications as provided to the Sublicensor by Owner at the time the Licensed program is shipped to Sublicensee.



9. Limitation of Liability

In no event will Sublicensor be liable for any incidental, special, exemplary or consequential damages (including but not limited to lost profits or loss of use) whether based on contract, tort, strict liability or any other legal theory, even if Sublicensor has been advised of the possibility of such damages. Under no circumstances will Sublicensor's aggregate liability for direct damages exceed the amounts paid by Sublicensee to Sublicensor in the twelve (12) months preceding the date a claim arises.

10. Communications

All payments and communications which may be or are required to be given by either party to the other in this agreement shall be as designated in the contract.

11. Headings

The headings in this agreement and the schedules are solely for convenience of reference and shall not affect the interpretation of them nor be deemed to define, limit or construe the contents of any provision of this agreement.

12. General

This Agreement shall be read with all changes in number and gender as may be required by the context and shall enure to the benefit of and be binding upon the respective successors and permitted assigns of each of the parties to it.

13. Good Faith

The parties acknowledge to one another that each respectively intends to perform its obligations as specified in this Agreement in good faith.

14. Partial Invalidity

If any of the provisions of this agreement are invalid under any applicable Michigan statute or rule of law, they are, to that extent, deemed omitted.

15. Number and Gender

In this Agreement, the use of the singular number includes the plural and vice versa, the use of any gender includes all genders, and the word "person" includes an individual, a trust, a partnership, a body corporate politic, an association and any other incorporated or unincorporated organization or entity.



Exhibit G
Contractor Resumes

Jocelyn Tremblay

Background Summary

Jocelyn Tremblay is a Project Manager and Senior Technical Architect/Data Analyst with over nineteen years of experience in project management, application design and development, database design and development and technical integration in both the mainframe and micro/LAN environments. Jocelyn has specialized in the technical aspects of business applications, data and process modeling, and technology assessment and integration. Most recently, Jocelyn has been working as the Director of Anjura-STaCS™ ensuring that this Business Unit achieves its goals in the area of Operations as set forth by the Anjura board and management teams. He has also been working as the primary architect in the development of the *AssetPlus* product (described below) devising the design principles and also played an active role in the development effort. As a primary data analyst, Jocelyn performed information engineering activities for large-scale information systems using the ER/Win, BP/Win and ModelMart products. Jocelyn not only possesses excellent technical skills, but is also an excellent communicator in both official languages and possesses extensive experience in participating in JAD Sessions, performing business and data modeling and conducting business area analysis.

Security Level: Secret

Language: English, French

Skills Profile: See Appendix A

Experience

ANJURA TECHNOLOGY CORPORATION (07/01-PRESENT)

Anjura-STaCS Business Unit

Director

Duration: Ongoing (07/01 - Present)

- ▶ Business Unit Operations
 - ▶ Manage and direct day-to-day operations of the Business Unit;
 - ▶ Manage and direct sales/marketing effort and staff in conjunction with CEO to attract and establish relationships with new clients;
 - ▶ Work with CEO to set product directions, functionality, and marketing approaches;
 - ▶ Work with CEO and financial advisor to establish and maintain the STaCS Business Unit business plan;
 - ▶ Work with CFO to provide monthly financial reporting on overall Business Unit operations; and
 - ▶ Work with CEO and financial advisor towards establishing a separate corporate entity for Anjura-STaCS.
- ▶ Personnel
 - ▶ Manage resources, review performance and assess workload and staffing requirements, adjusting as necessary.
- ▶ Clients and Partners
 - ▶ Manage client relationships in the operational delivery context, ensuring on-time/on-budget delivery as well as customer satisfaction;
 - ▶ Manage client contracts and budgets in conjunction with CFO; and
 - ▶ Work with CEO to manage partnership arrangement with RCMP, keeping RCMP abreast of activities, and engaging them to further product direction and marketing.



MULTIDATA SOFTWARE ENGINEERING (01/1990 – 01/2004)

Asset+ (A+)

Application Architecture / Database Architecture - Commercial Software Development

Duration: Ongoing (09/97 - Present)

- ▶ A+ is the IFMS (described below) next generation. As a substantially large information systems project, the development of the AssetPlus product required the following steps:
- ▶ Organize focus group and JAD sessions for better understanding of customer expectations in terms of application functionality and customer support policies;
- ▶ Analyze, develop and engineer A+ as an ASP-based (*Application Service Provider*) solution;
- ▶ Establish base architectural principles guiding the overall A+ development effort including:
 - Multi-database platform support
 - Multi-lingual support
 - Three-tier architecture
 - Native Windows 95/NT (32 bits) executable
 - Flexible design using “snap-in” modules to facilitate multi-configuration deployments
 - Embraces the Windows MDI (Multiple Document Interface) framework
- ▶ Use the ER/Win modeling tool to create and maintain the A+ physical data model. The database development platform is MS SQL Server;
- ▶ Use the Delphi Client/Server Suite development tool to develop the A+ application and to build prototypes to validate concepts (incremental development);
- ▶ Provide technical advice and support A+ developers;
- ▶ Interview existing IFMS customers to gather and document enhancements to be applied to A+;
- ▶ Create an end-user utility to modify supplied database scripts for the client specific requirements (e.g.: database sizing);
- ▶ Perform impact analysis to ensure transparent migration of data from existing IFMS installations to the A+ environment.

Environment: ER/Win, MS SQL Server, Delphi Client/Server

Integrated Fleet Management System (IFMS)

Application Architecture / Database Architecture - Commercial Software Development

Duration: Ongoing (01/90 – 08/97)

- ▶ The IFMS is a commercial product in use by 25+ organizations for managing vehicles. Generic in nature, the IFMS is primarily used by the private sector covering areas such as school transportation, courier services, taxi services and automobile service centers. As a substantially large, information systems record management project, the development of the IFMS required the following steps.
- ▶ Analyze, develop, engineer, market and deploy the IFMS; a commercial-off-the-shelf vehicle fleet management software application.
- ▶ Conduct interviews with customers to gather and document business requirements.
- ▶ Design, develop and implement the data architecture and the IFMS data model and suite of application modules covering the following functional areas:
 - Vehicle Profiles
 - Driver/Employee Profiles
 - Supplier Profiles
 - Inventory Control
 - Warranty Management
 - Scheduled Preventative Maintenance (“Bring-Forward”)
 - Incidental Preventative Maintenance (“Bring-Forward”)
 - Fleet Operation Cost:
 - Vehicle Maintenance History
 - Fuel Consumption Analysis and Reporting
 - Performance Analysis and Reporting
 - School Transportation Management
 - Work Order / Purchase Order Management
 - Multi-user Support
 - Online Context-sensitive help facility



- ▶ License and integrate third party end-user Querying and Reporting tools;
- ▶ License and integrate third-party Business Graphics libraries;
- ▶ Create end-user documentation (User's Guide);
- ▶ Create the installation programs and procedures including configuration documentation for the use of the IFMS on DOS and Windows 3.1 workstations running in NetWare 2.x, NetWare 3.x, NetWare Lite, and LANtastic environments;
- ▶ Create migration programs for IFMS upgrades including automatic conversion of the metadata and the data for the new releases of the application (Version 1.0, 2.0, 2.1, 3.0, and 3.1);
- ▶ The IFMS uses .DBF files. It was developed using CA-Clipper 5.x, the Grumpfish Reporter and the DGE Business Graphics libraries.
- ▶ Develop a formal Records Management System (e.g. with Versadex 5.2).

Environment: CA-Clipper 5.x, Grumpfish Reporter, DOS, Windows 3.1, NetWare2.x & 3.x, NetWare Lite, LANtastic

Alarm Security Information Management System (ASIMS)

Application Architecture/Database Architecture - Commercial Software Development - Prototyping

Duration: 1 year (06/95-06/96)

- ▶ Organized JAD sessions with users for better understanding of the client's expectations in terms of application functionality and support.
- ▶ Analyzed, developed and engineered a prototype version of ASIMS software based on the client's current DOS-based Alarm Security System software and the results of the JAD sessions as described above.
- ▶ Used the ER/Win modeling tool to create and maintain the ASIMS' prototype logical and physical data models.
- ▶ Used the Delphi development tool to develop the ASIMS prototype.
- ▶ Used the Interbase Client/Server RDBMS as the database platform.

Environment: DOS, Delphi, Interbase Client/Server

ANJURA TECHNOLOGY CORPORATION (10/95 - PRESENT)

Royal Canadian Mounted Police - Integrated Justice (IJ)

Business Analyst, Data Analyst

Duration: Ongoing (09/98 - Present)

- ▶ Participating in JAD sessions to establish a framework for the promotion and execution of information sharing between the federal justice partners.
- ▶ Participating in the requirements' analysis phase for the development of an Internet web-based application (IJSDD) for the data entry and consolidation of metadata originating from justice partners legacy systems.
- ▶ Using ER/Win, developing the Logical Data Model for supporting the IJSDD application.
- ▶ Using Delphi, developing and implementing utilities for automating the process of loading metadata information (data dictionaries) originating from:
 - RCMP internal systems (PIRS, CPIC)
 - Integrated Justice department's systems (e.g., Correctional Services and the National Parole Board)
 - Records Management Systems, including classification schemes and operating principles, from the private sector (e.g., Versadex 5.2 from Versaterm Inc.)

Environment: ER/Win, Delphi

Royal Canadian Mounted Police

Senior Data Analyst - Integrated Police Information Reporting System (IPIRS)

Duration: Ongoing (04/96 – Present)



- ▶ In the context of this large, information systems project, the following tasks have been executed:
 - Using the ER/Win, BP/Win and ModelMart products, developing the fully attributed logical data models and process models for the RCMP's Operation's business area (on-going);
 - Documenting data requirements, business activities and business processes identified through JAD sessions, user interviews and RCMP-wide Business Area Analysis activities;
 - Reverse engineering and analyzing the metadata and functions from stand-alone PC and mainframe-based applications currently supporting the Police Records Management system and activities;
 - To support the data analysis and modeling activities, designing and implementing a local database to classify and organize the metadata gathered from the Federal, Provincial and Municipal RCMP Forms. Consolidated the entities and attributes recorded in the database to minimize redundancy and maximize data definition uniformity; and,
 - Ensuring that the IPIRS logical data model is fully CPEG (Common Police Environment Group) and Revised UCR II compliant.
- ▶ As an RCMP representative, worked with members of the Police Information Cooperative of Ontario (PIC-O) to create the Common Police Environment Group (CPEG) data standard in order to promote data sharing among law enforcement agencies at the provincial and national levels.
- ▶ Actively participated (as a core team member) in the creation of the IPIRS Statement of Work (SOW) and Evaluation Criteria (BETK - Bid Evaluation ToolKit) documents for the purchase of a commercial Records Management System. This work was performed in cooperation with the Police Information Cooperative of Ontario (PIC-O) group.
- ▶ Actively participating (as a core team member) in the formal analysis, evaluation and implementation of a commercial Records Management System.
- ▶ Actively participated in the analysis, design and implementation the data architecture and of two, in-house developed software applications: 1) Library Management System, and 2) Software Inventory Management System. The toolset/products used for the development of both applications were as follows:
 - Delphi Client/Server Suite including the following third-party development tools: InfoPower, 1st Class, Multilizer and ReportBuilder
 - ER/Win
 - ModelMart
 - MS SQL Server
- ▶ The Library Management System allows users to track documents (faxes, memos, emails, compact disks, etc.) sent and received by the IPIRS and Information Architect's office. The Software Inventory Management System allows users to keep a current inventory of all software applications in use across the organization.
- ▶ In the context of the RCMP Corporate Architecture, providing technical advice and participating in the evaluation of commercial Records Management products for supporting generic IPIRS functionality.

Environment: ER/Win, BP/Win, ModelMart, Delphi Client/Server Suite, InfoPower, 1st Class, Multilizer, ReportBuilder, MS SQL Server

Royal Canadian Mounted Police

Data Administration Group, Data Modeler - Audit, Evaluation and Corporate Services Directorate

Duration: 4 months (11/95 - 03/96)

- ▶ Worked with the Informatics Directorate and the user community to resolve data inconsistencies and errors in the RCMP's Enterprise Data Warehouse (EDW).
- ▶ Developed and implemented formal procedures for the maintenance of the look up tables in the EDW.
- ▶ Developed and implemented formal procedures, in conjunction with the Informatics Directorate and the user community, to identify data inconsistencies in the EDW. This was done through reports generated by Informatics. The subject procedures ensured the rapid correction of identified data inconsistencies in the EDW.
- ▶ Interviewed middle management and Senior Executives to identify potential new users for the EDW.
- ▶ Used ER/Win to build EDW data access requirements profiles for new users and supplied information to the Informatics Directorate to measure the impact on the existing EDW technical infrastructure.
- ▶ Satisfied additional requirements of Data Administration that related to the EDW.
- ▶ Worked successfully within tight delivery requirements and consistently met project deadlines.

REVENUE CANADA (09/86 - PRESENT)

Development Support Directorate



Distributed Database Services, Technical Database Administrator - Corporate Case Management Project

Duration: 9 months (01/95 – 10/95)

- ▶ Installed and configured development-related tools in a prototyping Corporate Case Management System project environment:
 - Sybase System 10 for Windows NT and Sybase DBA related tools
 - PowerBuilder 4.x for Windows NT
 - ER/Win
 - SQL Programmer.
 - Fulcrum SearchServer 2.x
- ▶ As the primary Data Analyst, participated in the data analysis and data modeling phases.
- ▶ Designed, created and maintained the physical Case Management prototyping databases.
- ▶ Provided guidance to application and database developers on the use of tools and techniques for the development of the Case Management application.
- ▶ Designed and built the automated database backup and recovery facilities.
- ▶ Devised Case Management’s strategy for accessing corporate databases (IDMS and DB2) across old and new systems and across multiple platforms using Sybase’s MDI Database Gateway product suite.
- ▶ Devised Case Management’s strategy for storing and accessing unstructured data items using the Fulcrum SearchServer 2.x and Sybase System 10 RDBMS products.

Environment: Sybase System 10 for Windows NT, Sybase DBA related tools, PowerBuilder 4.x for Windows NT, ER/Win, SQL Programmer, Fulcrum SearchServer 2.x

Technology Architecture and Planning

Technical Architect - Case Management Technology Study

Duration: 11 months (02/94 - 01/95)

- ▶ Participated in a Case Management Technology Study to define a secure integrated Technology Architecture for the Case Management class of applications within Revenue Canada.
- ▶ Participated in a work group as a researcher in the SQL Database Server and Data Distribution / Refresh Facility subject area for the department where the following deliverables were produced:
 - Mandatory selection criteria
 - Product evaluation criteria
 - Technology recommendations
 - Migration strategy and action plan
 - Final report
- ▶ Participated in JAD (Joint Application Design) sessions and workshops with all the members of the Case Management Technology Study teams as well as with Application and Database Architects to ensure that a cohesive and integrated approach was followed to develop the technology recommendation.
- ▶ Participated in the production of status reports to be presented to the Technical Steering Committee at key milestones of the project.

Environment: SQL Database Server, Data Distribution/Refresh Facility

Office Systems Section (TOCS)

Project Leader/Systems Analyst

Duration: 8 months (06/93 - 02/94)

- ▶ Provided direct supervision to a project team engaged in consulting and product design/maintenance and associated user methods procedures' manuals.
- ▶ Directed and participated in the conduct of Office Automation / Client Computing projects from conceptual design to implementation and maintenance.
- ▶ Managed a \$1.2 million budget for the implementation of the Taxation Center Modernization Local Area Network project across the department. This substantially large, IT Project was delivered on time and within budget.
- ▶ Provided a technical and advisory service to a Section Chief (CS-4).
- ▶ Provided input to operational and tactical planning to identify new technology.



- ▶ Recommended the selection of software such as, front-end development tools and database technologies (i.e.: MS SQL Server) and hardware required to provide Office Automation / Client Computing support consistent with identified hardware and software directions and architecture.
- ▶ Prepared and conducted presentations regarding current or new systems / projects to field users, departmental management and new staff.

Office Systems and Infocentre Division (O.S.I.D.)

Consultant/Systems Analyst

Duration: 2 years, 1 month (06/91 - 07/93)

- ▶ Provided advice and consultation services on technical issues regarding:
 - The systems analysis, design, development and maintenance of business applications running on stand-alone microcomputers or over Local Area Networks;
 - The re-engineering of microcomputer applications running over Local Area Networks - from a traditional file server based architecture to a client-server architecture using SQL database server technology.
 - The capabilities and use of departmental Office Automation / Client Computing products and services.
- ▶ Performed product evaluations to recommend national standards and/or procedures.
- ▶ Provided problem solving assistance to local, regional and national staff by developing automation solutions and documentation for national implementation.
- ▶ Provided consultation services on a continuous basis to the department's regional offices for the implementation of Novell LANs - from the initial analysis to the full implementation of the LANs.
- ▶ Prepared workplans for the research / evaluation tasks, as well as the LAN projects.
- ▶ Participated in meetings with departmental staff including various levels of management.
- ▶ Prepared status reports.

Environment: LAN, Novell LAN, SQL Database Server

Database Section

Database Designer/Analyst - Computer Services Division (C.S.D.) (IPS/DDE, MISP/DDE, MISP Return Master Projects)

Duration: 2 years, 6 months (12/88 - 06/91)

- ▶ Designed, developed, created, tested and implemented production and test databases and data repositories on time for substantially large, Information Systems project such as, IPS/DDE, MISP DDE, MISP/Return Master for use by Canada-wide Revenue Canada employees.
- ▶ Provided advice and technical support to departmental staff working on corporate applications in order to support the department's information processing systems.
- ▶ Provided support by performing needs analysis of application projects and by designing the appropriate database structures.
- ▶ Participated in the design and maintenance of the Database Environment.
- ▶ Prepared workplans for the application projects under development.
- ▶ Sat on special committees.

Business Tax System Division

Application Designer/Programmer

Duration: 2 years, 2 months (09/86 - 11/88)

- ▶ Analyzed, developed, tested, documented, conducted training and maintained mainframe corporate on-line and batch applications.



Education

Computer Science, College Degree – (1986)
CEGEP de l'Outaouais

Social Sciences, College Degree – (1983)
CEGEP de l'Outaouais

Training

- ▶ MS SQL Server System Administration
- ▶ Sybase System 10 - System Administration
- ▶ Sybase System 10 - Performance and Tuning
- ▶ Sybase System 10 - Replication Server
- ▶ Structured Analysis and Design (Data and Process Modeling)
- ▶ Novell NetWare 2.x and 3.x
- ▶ Fulcrum SearchServer 2.x
- ▶ PowerBuilder 4.0 Development
- ▶ IDMS Database Design

Skills Profile

SOFTWARE (MICRO-COMPUTERS)

Microsoft Windows 3.x and 4.x
 BP/Win 1.x and 2.x
 ER/Win/Erx 2.1, 2.5, 2.6.1 and 3.x
 Delphi Client/Server Suite 2.x, 3.x, 4.x
 MS-Office 97 Professional
 dBase IV
 Clipper 5.2 and Clipper Summer '87
 dBase III+
 SuperBase4/Windows
 Visual Basic/Windows
 MS SQL Server 4.x, 6.5 and 7.x,
 Sybase System 10
 Novell NetWare, versions 2.x and 3.x
 ModelMart 2.x and 3.x
 Fulcrum SearchServer 2.x
 DOS 3.3 to DOS 6.2
 Lotus-123/Windows
 WordPerfect 5.1, WordPerfect/Win 6.x & 8.x
 Btrieve
 BASIC
 APL

SOFTWARE (MAINFRAMES)

IDMS (Integrated Database Management System)
 CICS
 IDD (Integrated Data Dictionary)
 Top Secret
 SDF
 DML (Data Manipulation Language)
 UCC1
 Schema
 Intertest
 Sub schema
 ISPF/TSO
 JCL
 MVS/XA
 COBOL

HARDWARE

IBM-PC and compatibles
 IBM 360/370
 AMDAHL 580/5890
 VAX-11/750
 CYBER/171



Jorge Luiz Gomes Pinto

133 Carruthers Ave, Ottawa ON K1Y 1N4
 Phone: 613 729 8909 - email: jjpinto1@yahoo.com

Career Objective

A challenging position in the field of Microsoft Development where it will allow me to use my educational skills, background experience and abilities.

Professional Profile

Over eight years of comprehensive application development experience, specializing in Visual Basic, SQL Server programming, and Active Reports.

Special Skills

- Extensive SQL programming
- Excellent overall knowledge of Visual Basic project development
- Experience with Active Reports
- Enable to work effectively as a member of a team or independently
- Strive to understand and contribute to the organization's goals

Skills

- Visual Studio .NET / Visual Basic .NET
- Oracle Forms / Oracle Reports / PL/SQL
- Java / RMI / JDBC / J2EE / UML
- Oracle Administration / Backup / Recovery / Performance and Tuning
- Relational Database Design
- Sql / Visual Basic / Delphi / Active Reports / Crystal Reports / Report Builder / XML
- Windows 95/98/2000/NT/XP / Linux / Ms Access / Excel / Html / Clipper / Dbase / Ms-Dos

Employment

2003-2005 Anjura Technology Corporation
 Started on August 25th to today
 Duties: - Design, develop, and support of STaCS™
 - Development of back end procedures in Sql Server

Application deployment packages - Creation of
 interfaces for the system - Develop new

2003 Human Resources Development Canada – HRDC
 Started on June 9th due August 15th
 Duties: - Oracle PL/SQL / Forms
 - Oracle database triggers / procedures
 - Data Warehouse



- 1996 – 2001** **Bysoft Informatica Ltda – Sao Paulo – Brazil – www.bysoft.com.br**
 Software development for the Department of Foreign Trade Services
 Title: Senior Software Developer
 Duties: - Development Import / Export application using Delphi and Sql Server
 - New project analysis
 - ERP Corporate System
 - Integration to CRM / AS400
 - Financial System for Logistic companies in Visual Basic and Sql Server
- 1995 – 1996** **Casas Andre Luis –Sao Paulo – Brazil - www.feal.com.br**
 Institution of orphans and diseased children
 Title: Jr. Software Developer
 Duties: - Clinical Health Systems Development using Visual Basic and Access
 - Fixed Assets in Clipper, Dbase to track the original costs to calculate the depreciation per year

Education

- 2002 – 2003** **Algonquin Technology Institute – www.algonquintech.com**
 Oracle Database Administrator and Application Developer
- 2001 – 2002** **University of Ottawa**
 ESL (English as Second Language)
- 1998 – 2001** **University Sao Marcos – Sao Paulo – Brazil - www.smarcos.br**
 Bachelor Degree in Computer Science – 4 years

Certification

- **Developing and Implementing Windows-based Applications with Microsoft Visual Basic .NET and Microsoft Visual Studio .NET (MCP)**
- **O r a c l e F o r m s 6 i D e v e l o p e r
C e r t i f i e d P r o f e s s i o n a l
(O C P)**
- **O r a c l e D B A**

Additional Courses

- [Programming in ColdFusion](#)
- [Programming a Microsoft SQL Server 7.0 Database](#)
- [Participate in reunion of ISO 9001](#)
- The rules for foreign trade service

Conferences

- [Oracle9i RAC running on both HP-UX and Red Hat Enterprise Linux - Ottawa](#)
- [Oracle Developer Day - Business Intelligence - Ottawa](#)

Languages

- English, Portuguese

References

Available upon request



Lidia Hak

Background Summary

Lidia Hak is a Senior Systems Analyst with over 20 years of experience in the IT industry, spanning both public and private sectors. Lidia has expertise in developing complex scientific software systems on a variety of platforms. In developing these systems, integration of different instruments were required, from low-level digital data recorders to high-level array processors. Lidia's excellent technical skills are complemented by her organizational, interpersonal and problem-solving skills.

Security Level: Secret

Language: English, French

Skills Profile: See Appendix A

Experience

ANJURA TECHNOLOGY CORPORATION (01/00 - PRESENT)

Medical Council of Canada

Project Manager

Duration: 2 months (03/04 – 12/04)

- ▶ Reviewed organizational structure and business processes.
- ▶ Provided expert advice on defining requirements for implementing an efficient information solution.
- ▶ Documented workflow using modeling tools.
- ▶ Developed Level C project plan for proposed information technology system.

Royal Canadian Mounted Police

Florida Department of Law Enforcement

Federal Bureau of Investigation – Federal Convicted Offender Program

Federal Bureau of Investigation – Casework

Illinois State Police

Colorado Bureau of Investigation

Systems Analyst – STaCS™ DNA Tracking Project

Duration: Ongoing (03/00 – Present)

- ▶ Facilitated Joint Application Development methodology sessions to develop detailed system requirements.
- ▶ Documented business and workflow using the appropriate modeling software tools.
- ▶ Evaluated existing work processes and organizational structures and performed cost/benefit analysis to identify candidate processes for redesign.
- ▶ Provided advice in developing and integrating process and information models between business processes to eliminate information and process redundancies.
- ▶ Provided advice in defining new requirements and opportunities for applying efficient and effective solutions.
- ▶ Evaluated completed automated system and the manual process and provided tradeoff information and suggested recommended courses of action.
- ▶ Developed User Acceptance Test Strategies.
- ▶ Developed customized training strategies and documentation.
- ▶ Delivered on site user training.



Royal Canadian Mounted Police

DNA Data Bank

Duration: 5 months (08/99 – 01/00)

- ▶ Developed Application Architecture for the DNA Data Bank laboratory tracking system.
- ▶ Provided advice on the Information, Functional and Technology Architecture for the DNA Data Bank laboratory tracking system.
- ▶ Analyzed information system to determine most feasible implementation.
- ▶ Provided advice on integrating process and information systems for the National DNA data banking system.

ROYAL CANADIAN MOUNTED POLICE - NATIONAL DNA DATA BANK

Consultant

Duration: 7 months (06/99 – 01/00)

- ▶ Analyzed business processes to identify information, procedures and decision flows.
- ▶ Provided advice on integrating processes to eliminate information and process redundancies while adhering to the overall constraint of protection of privacy.
- ▶ Documented workflow for the various organizations that were affected by the implementation of the DNA Data Bank.
- ▶ Prototyped potential solutions.
- ▶ Defined and documented interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems.
- ▶ Initial evaluation of existing procedures and methods, identified and documented database content and structure (at the conceptual level), and application subsystems.
- ▶ Provided advice in defining new processes.

REVENUE CANADA

Scientific Research and Development Tax Incentive Program

Assessment Officer

Duration: 17 months (04/98 – 11/99)

- ▶ The client required Chimaera Research Inc. to examine and assess corporate submissions for tax credits relating to Scientific Research and Development projects. The audit includes assessing information previously submitted as well as obtaining more detailed information either via correspondence or by a site visit. A formal report, summarizing the history of the project, the final conclusion, and the logic in reaching the conclusion, is then submitted to Revenue Canada.

AQUARIUS INTERNATIONAL

Geomatics Application of Digital Data for the Telecommunications Industry

Consultant

Duration: 1 month (12/97)

- ▶ The client required Chimaera Research Inc to consolidate various pieces of software onto a single platform, ensure its operability, and advise the client as to required enhancements to make the software usable for the telecommunications industry.

GEOMATICS CANADA

High Resolutions Applications Project

Consultant

Duration: 6 months (12/96 – 06/97)



- ▶ This project entailed converting high-resolution imagery software from the Unix platform to an Intel based platform using Microsoft MFC with OpenGL.

DEPARTMENT OF DEFENSE (04/95 – 04/96)

Missile Advance Warning System

Consultant

Duration: 3 months (01/96 – 04/96)

- ▶ Instrumental in interpreting and correctly calibrating the MAWS test data.
- ▶ Designed and implemented a system for compiling and statistically analyzing the data.

Airborne Radar Simulator

Consultant

Duration: 5 months (08/95 – 01/96)

- ▶ Responsible for implementing enhancements to, and increasing functionality of the existing simulator. Successfully improved the software performance by reducing the execution time by approximately 30%.

CANADA CENTRE FOR REMOTE SENSING (01/90 – 03/95)

Synthetic Aperture Radar Display System

Consultant

Duration: (Jul. 1994 – Mar. 1995)

- ▶ Analyzed existing information systems to identify candidates for re-design.
- ▶ Designed and developed a software system which integrates raster image display and data handling of radar data with vector processing capabilities.

Remote Sensing Analysis

Consultant

Duration: 50 months (05/90 – 07/94)

- ▶ Designed, developed and successfully completed a software package for analyzing airborne navigation data. This package includes data display with advanced graphics features, data reporting, and allows for comparative studies with data from several sources.
- ▶ Successfully integrated the new data recording format into the existing decoding software system.
- ▶ Developed several software programs for integrating Global Positioning System (GPS) data into the geometric correction process. This was successfully completed in late 1991.
- ▶ Designed and successfully developed two major graphics packages for use in processing the optical image data. One is used to display up to three digital images for the purpose of acquiring ground control points and conjugate points. The other consists of a 3-D editor, for displaying a wire frame elevation model and for interactively editing height data.
- ▶ Successfully ported the complete geometric correction software package (except for the graphic tools) from an SGI workstation to the SUN platform for a client on the east coast.

Radar Antenna Calibration

Consultant

Duration: 4 months (01/90 – 05/90)

- ▶ Designed and coded the Synthetic Aperture Radar antenna calibration software package for the Canada Center for Remote Sensing. This was successfully turned over to the calibration group at the end of the contract.



COMMUNICATIONS RESEARCH CENTER

Synthetic Aperture Radar

Consultant

Duration: (06/83 – 10/87)

- ▶ Responsible for the signal processing software for the airborne synthetic aperture radar. Implemented several of the signal processing algorithms, which involved significant development using new array processor technology.

PATENT SEARCH

Consultant

Duration: 2 month (09/82 – 11/82)

- ▶ Extensively investigated registered patents in Canada and the United States for a Toronto based engineering firm.

DE HAVILLAND AIRCRAFT

Aircraft Design

Consultant

Duration: 37 months (08/79 – 09/82)

- ▶ Worked with a team to refine the stability and control software for the development of the DHC-8 (Dash 8) aircraft. Analyzed wind tunnel and flight-test data for preparing the airworthiness documents for this aircraft.
- ▶ Adapted traditional wing design technology in order to design augments wings for Very Short Take Off and Landing aircraft (Special Projects Group)
- ▶ Developed the preliminary design for a small (~17 passenger), long-range jet using the augments wing technology.



Education

Bachelors Degree in Science in Engineering Physics

Queens University
Kingston, Ontario

Training

Learnix courses:

- ▶ UNIX for Users (1992)
- ▶ UNIX Software Development Facilities (1992)
- ▶ UNIX Shell Programming (1992)
- ▶ X Windows and Motif for Users/Administrators (1992)
- ▶ Introduction to Object Oriented Technology (1993)
- ▶ C++ Programming Workshop (1993)

Learnsoft:

- ▶ Advanced Technology Manager Program, June 1997



Skills Profile

LANGUAGES

C
C++
Fortran
X-Windows
Motif
SGI GL
OpenGL
Perl

OPERATING SYSTEMS

VAX
VMS
Unix
Linux
Windows NT
Windows2000





Mark Grimard

Mr. Mark Grimard is a progressive team leader providing software testing and design support services for corporate software applications. He has proven to be effective in delivering top-notch quality standards by combining his experiences in various test methodologies and organizational needs, such as white box and black box testing and applying these principles within a mature or start up organization. His Experience extends to testing of many Windows based client/server software applications and Telecom Optical Networks for both OAM and traffic carrying Network Element components. Ability to Multitask scheduling of resources VS test requirements. Has strong interpersonal and communication skills.

Security Level: Secret

Primary Language: English

Secondary Language: French

Experience

Project #1

Anjura Corporation Technology

Quality Assurance Software Tester

Duration: 11 months (04/04 – 09/05)

2. Provided Software testing expertise for a DNA tracking system developed in VB using a SQL database server backend
 - Developed User Acceptance Testing (UAT) test plans and carried out new release testing with the expert user at the customer site. Identified, reported and retested bugs on site with developers assistance through remote interaction
 - Validated milestone application builds throughout the products development lifecycle and targeted test activities towards module readiness. Worked with developers to identify additional test requirements
 - Executed regression test scenarios to ensure the integrity of pre-existing functionality
 - Provided post implementation customer support services for new and existing clients. Identified and validated issues to understand the impact, provided workarounds where needed and followed up on issues to meet an agreed upon resolution
 -

Environment: *Census (bug tracking system), MS SQL, Excel, MS Word, MS Virtual PC, MS Project, Windows 2000/XP, Active Directory Server 2003, IE6.0, MS Outlook, SnagIT, FTP, DOS*

Project #2

City of Ottawa Technology Infrastructure

Quality Assurance Analyst

Duration: 20 months (11/02 – 04/04)

3. Initiated and developed test plan documentation and test cases to baseline quality assurance standards for the validation of Windows2000 OS Corporate Images, Win2K3 Active Directory Servers and 300+ client software applications
 - Developed report templates and checklists to ensure consistency for the purpose of problem resolution tracking. Performed software testing and issued problem tickets using Support Magic to track all deficiencies
 - Interacted with several teams of IT staff to assist with deployment of software on new PCs to end users, ensured software interaction compliancy as per user requirements
 - Built/maintained PC test lab as per HW/SW requirements and scheduled bookings for user acceptance testing and development testing



Environment: Support Magic (bug tracking system), Excel, MS Word, Windows 2000/XP, Active Directory Server 2003, HP Server ML530, MS Outlook, Hypersnap, IE6.0, Netscape7, Image Cast, Access97, FrontPage 2000, Power Point, FTP, DOS, Harware Lab

Project #3

Nortel Networks

Design Support Software Tester

Duration: 35 months (10/99 – 08/02)

Team leader for test operations of software development for both OAM and Network Element components of SONET Transport Optical Networks.

4. Performed manual and automated testing for Build Sanity, Stability, Regression and Pager support. Resulted in time savings to verification and design through early detection and clear and concise characterization of software bugs prior to lab deployment
- Prepared on-line documentation of all functions and process guidelines, assisted with project management efforts
- Maintained scheduling of test and pager support activities
- Ensured latest hardware baseline of system configurations and test equipment
- Performed scaled system level testing to ensure the integrity of engineering specifications
- Issued problem resolution reports and tracked software bugs for all test activities

Environment: Expectterm, VxWorks, Athena Knowledge Base (Liveline), Clear Quality, Clear Case, FrameMaker, MS Word, Power Point, Excel, Netscape7, IE6, HTML, JavaScript, Equinox (HDX)- OC192-48-12-3x, SONET Transport, Omniber, SONET test set, FTP Windows2000, Exceed, Unix (HPUX10), DOS, Hardware Lab

Project #4

Nortel Networks (Calian)

Software QA Tester

Duration: 4 months (06/99 – 09/99)

5. Performed manual and automated software testing on multiple releases of telecom fiber-optic transport products, issued problem reports and tracked bugs
- Developed and coordinated document updates required to support ongoing testing for several product releases, including testcase revision through service level agreements

Environment: Expectterm, Pro-Star, FrameMaker, MS Word, Power Point, Excel, Netscape, IE, HTML, SONET OC192-48-12-3x, Omniber, SONET test set, FTP

Project #5

Indian Northern Affairs Canada (INAC)

Y2K Software Tester

Duration: 1 months (04/99 - 05/99)

6. Performed Year 2000 Software testing for the Pollack Group at INAC
- Developed, executed and documented test plans and the final results for an inventory tracking system and a Client/ Server document management system

Environment: MS Word, Excel, Netscape, IE, Windows NT



Project #6

APG Solutions & Technologies

Software Tester

Duration: 2 months (02/99 – 03/99)

- 7. Performed user acceptance testing for Canada Post ESOM (Electronic Statement of Mailing) business services Web application in both French and English
 - Executed software validation test cases on Java Script based applications (Netscape and Internet Explorer) running on Windows and Mac OS platforms, reported and retested issues

Environment: MS Word, Netscape, IE, HTML, JavaScript, Windows NT, DOS, Mac

Project #7

Nortel Technologies

DMS Software Tester & Lab Manager

Duration: 11 months (11/97 - 09/98)

- Sanitized weekly build releases which involved manual testing, communicating concisely with other departments, collecting and analyzing data, distributing the software load status to the verification/development community and following up on reported software problems
- Verified software/hardware compliancy by executing telecom traffic test runs using MGTS and DPN standard protocol
- Prioritized and scheduled lab resource bookings for various users on several platforms
- Ensured the integrity of DMS Hardware equipment/system configurations
- Organized, maintained, and updated the department Lab Management Services Web site

Environment: Expectterm, FrameMaker, Netscape, HTML, DMS100 (& peripherals), CISCO routers, DPN (NLTS), Tektronix WFA, RS232IF hardware fit tools, Tekelec MGTS Traffic, X.25, FTP Unix

Education and Professional Development

Diploma: Professional Technologist (D.E.C.) (3-Year) 1991
 Electro technology, Electronic Instrumentation
 Vanier College, St.-Laurent, Quebec

Complementary studies in Telecommunications (Dawson College) 1993

Active Directory Server 2003 Design	City of Ottawa	2004
Support Magic introduction	City of Ottawa	2003
S/DMS OC-192 OAM&P	Nortel	2000
System Level Testing Perspective	Nortel	2000
C++ structured programming (OOP)	Algonquin College	1999
Introduction to HTML Programming	Nortel	1998
Data and Internet Communications	Nortel	1998
Sending the Right Signals (CCS7)	Nortel	1998

Security Clearance

Security Level: Secret



File Number: Available upon request

Expiry Date: Available upon request



Skills Profile

LOCAL AREA NETWORKS (Skill Title)

HP-ServerML530
 ASUS motherboard
 Equinox (HDX)- OC192-48-12-3x SONET
 Transport
 Omniber SONET test set
 DMS100 (& peripherals)
 CISCO routers
 DPN (NLTS)
 Tektronix WFA
 RS232IF hardware fit tools
 Tekelec MGTS Traffic
 X.25
 FTP

APPLICATION EXPERIENCE

DATABASE MANAGEMENT

SOFTWARE

Windows2000/XP,
 Windows2003 Server Active Directory,
 Unix,
 DOS,
 Mac
 Access97
 Expectterm
 VxWorks
 Support Magic
 Census (Metaquest)
 Athena Knowledge Base (Livelihood) Clear Quality,
 Clear Case
 AutoCAD
 Orcad
 AutoSketch
 FrameMaker
 MS SQL
 Word
 Power Point
 Excel
 C++
 dBase
 Pascal
 Assembler,
 Netscape7
 IE6
 Frontpage2000
 HTML
 JavaScript
METHODOLOGIES
 Black Box
 System Level Testing
 Performance Evaluation

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OBJECTIVE

I am a computer science professional seeking challenging full-time employment in a position that allows me to expand my professional knowledge while contributing to a reputable company.

EDUCATION

1999 – 2003 **Bachelor of Science (Honours)** – Computer Science
Trent University (Peterborough, ON)

WORK EXPERIENCE

Software Developer,
Anjura/STaCS DNA (Ottawa, ON)
Jan. 2005 – present

- Designed, Developed and Supported STaCS.
- Developed SQL backend procedures for STaCS
- Developed releases following tight deadlines and requirements
- Maintained development environment running a combination of Windows 2000 & 2003 servers with Windows XP clients

IT Consultant,
Zix Corporation (Ottawa, ON)
Nov. 2003 – Dec. 2004

- Created reports to help with marketing analysis using Crystal Reports, SQL server 2000, and Internet Information Services
- Maintained Intranet sites and existing Crystal Reports
- Provided IT (software, hardware and network) support for marketing department

Mechanical Assembler,
Sciometric Instruments Inc. (Ottawa, ON)
Aug. 2002

- Assembled data acquisition systems for in-process and end-of-line testing, process monitoring, and quality verification on manufacturing and assembly lines
- Configured data acquisitions systems with Windows 2000 and other software

Software Quality Assurance Technician,
Cactus Communications (Hull, QC)
Apr. 2000 – Sep. 2000

- Performed regression testing, acceptance testing, black box testing, data verification and validation testing using a test suite

Wrote test scripts, test plans, and validation reports for web applications



TECHNICAL & PROFESSIONAL SKILLS

Programming Languages

- C/C++, Cobol, Java, Assembly Languages, Perl, Visual Basic, LISP, ADO, and .Net Framework

Web Development

- HTML, CSS, JavaScript & Java Applets, ASP, CGI, Microsoft Front Page, Macromedia Dreamweaver, and Crystal Reports

Databases

- SQL, Access, and Oracle

Operating Systems

- Dos, Unix, Linux, and MS Windows Platform

Graphic/Animation Software

- Macromedia Fireworks, Macromedia Flash, Adobe Illustrator, and Corel Draw

Office Productivity

- Microsoft Office, Corel Office and Open Office, and Crystal Reports

Software Design

- Unified Modeling Language and Object Oriented Analysis & Design

PERSONAL SKILLS

- Fluent in both English and French
- Loyal and hard working
- Responsible and reliable
- Creative and enthusiastic
- Quick learner and versatile
- Work well alone or as part of a team

INTERESTS

- Running/walking
- Skiing
- Biking
- Computers
- Reading

REFERENCES AVAILABLE UPON REQUEST





Steven Gareau

Background Summary

Steven Gareau has gained significant experience in developing Standalone, n-tiered and Internet/Intranet applications. He has proven himself in nearly all aspects of application development, including requirement analysis, design specifications, data modeling, product development, optimization, and support. He has demonstrated his knowledge of computer systems and established himself as a skillful problem solver and systems integrator.

Security Level: Secret

Language: English

Skills Profile: See Appendix A

Experience

ANJURA TECHNOLOGY CORPORATION (09/00 - PRESENT)

STaCS (Sample Tracking and Control System)

Team Development Lead

Duration: Ongoing (09/00- Present)

- ▶ STaCS is a laboratory information system, which monitors and tracks a DNA sample through the National DNA Data Bank laboratory. The system was originally developed in a 3-tiered environment using SQL Server 2000 as database, COM+ for the middle tier, and Visual Basic 6.0 or IIS 5.0 for the front end. The system has now grown and incorporated new development tools such as Visual Basic.Net and C#.
- ▶ Involved in all aspects of the application development. Designed and developed GUI front ends, middle tier objects to be used within the COM+ environment, assisted with the data model design and implementation.
- ▶ Responsible for co-ordinating day-to-day workload and activities for each team member
- ▶ Co-ordinate and track deliver schedules with PM
- ▶ Interface with business analysts to ensure modules meet requirements specs
- ▶ Interface with testers to ensure adequate test plans and results
- ▶ Co-ordinate and lead design walkthroughs

Environment - Windows 2000, SQL Server 2000, IIS 5.0, COM+, Visual Basic 6.0, Visual Interdev 6.0, Visual Basic .NET, C#.Net

DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

Duration: 4 years (09/96 – 09/00)

Project Leader

- ▶ Managed a team of professionals to the successful development and release of multiple client/server applications.
 - Produced all documentation (Needs Analysis, Functional Spec., Reviews...)



- Managed the clients requests and expectations

Developer

- ▶ Visual Interdev is used as the Web Development environment. Active Server Pages are used to generate dynamic web pages.
 - Developed an Internet/Intranet DFAIT telephone directory. Allows the user to search by First Name, Surname, Position, or Section. The Internet version is scaled down version of the Intranet version and may be accessed from your browser at <http://netsql.dfait-maeci.gc.ca/InternetPhoneDirectory>.
 - Developed the Visitor Information System which is a Web Kiosk system used by visitors to locate the phone numbers of DFAIT staff. Required the development of a specialized **ActiveX** Control.

SQL DBA (Backup), SQL 4.21a, SQL 6.5, and SQL 7.0

- ▶ Installation and setup of SQL Server (development, testing, and production servers)
 - Performance monitoring and tuning
 - Back-end development and design of new applications

Lan-Wan Administrator (Backup)

- ▶ All SXID Server are running NT 4.0. Network protocols being used are TCP/IP and NetBEUI.
 - Administrating the network environment for the development and testing LANs
 - Administrating the production, test, and development servers
 - Implemented the **Octopus Fault Detection** service on the Production Servers

Environment - NT 4.0, SQL Server 6.5, 7.0, IIS 4.0, MTS 2.0, Visual Basic 3.0, 6.0, Visual Interdev 6.0, Exchange 5.5, Octopus 2.0

STATISTICS CANADA

Developer

Duration: 4 months (08/97 – 12/97)

- ▶ Developed a client/server application to track all of the homicides, which occur in Canada.
 - Designed and implemented the Data Model
 - Responsible for developing the front end and the back end

Environment - NT 4.0, SQL Server 6.5, Visual Basic 5.0

AT&T CAPITAL CANADA

Developer

Duration – 4 months (04/96 – 08/96)

- ▶ Replacing the current vehicle leasing procedures with an Internet feasible solution. The paper system is being replaced by a Java client which communicates with the Web server which, communicates with the SQL Server. New entries are transmitted to legacy system for processing
 - Responsible for developing SQL Server stored procedures
 - Communication modules to legacy systems

Environment - NT 3.51, SQL Server 6.5, JavaScript



DEPARTMENT OF JUSTICE

CHRONOS Project

Duration: 2 months (12/95 – 01/96)

- ▶ Resource time keeping system which was designed to track a resource's time against one logical unit
- ▶ 3 tiered Client/Server application using Microsoft’s Solution Framework
- ▶ Assisted with the creation of the “Function Specification” document
- ▶ Assisted in designing the OLE component implementation structure
- ▶ Developed “User” and “Business” OLE components which were to be used to expedite the development process of new “User” and “Business” services

Environment - NT 3.51, SQL Server 6.0, Visual Basic 4.0

DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE

PROMISE/PRIME Project

Duration: 17 months (02/94 – 09/95)

- ▶ Participated in the PROMISE/PRIME project and property management system
- ▶ Assisted in designing and developing the project management, and project tracking modules
- ▶ Responsible for analyzing and developing a financial module which connected to the “Financial Server” to provide up to the minute project and property expenditures
- ▶ Responsibilities included database design and implementation, GUI development, and report abstraction and creation

Environment - NT 3.51, SQL Server 4.21a, Access 2.0, Visual Basic 3.0

ATOMS (AUTOMATED TRACKING & OFFICE MANAGEMENT SYSTEM)

Power Technologies Corporation

Duration: 1994

- ▶ In house office management system designed to assist the corporation in managing it’s personnel, invoicing, and inventory
- ▶ Responsible for designing, developing and implementing the personnel, time sheet, and reporting modules

DEPARTMENT OF NATIONAL DEFENCE 1994

R.I.I.P. (Reserve Integrated Information Project)

RCM (Resource and Costing Model)

Duration: 1994

- ▶ Project Manager responsible for the designing, developing and managing the development of the Resource and Costing System
- ▶ The system assisted in allocating and tracking resources, and forecasting expenditures of the reserve units
- ▶ A “What - If” module allowed the users to forecast various expenditure scenarios

Environment - SuperBase 4.0



CANADA POST CORPORATION

Prospect Tracking System

Duration: 1993 – 1993

- ▶ Developed the Centralized Administration System used by the Prospect Tracking & Load Forecasting System
- ▶ Implemented across a Canadian-wide Network
- ▶ Sales Representative would remotely dial into the server and down load their weekly prospects and forecasts for the following week

Environment - SuperBase 4.0, Procomm Plus for Windows

DEPARTMENT OF NATIONAL DEFENCE

Duration: 1991

- ▶ Installed a Red Distribution System (fiber optic networking system) at the National Defence Logistics Control Centre (NDLCC)

Environment - Fiber Optic

Education

3-Year Computer Science Degree, 1990-1993

Algonquin College

Some of the courses taken were C++, Real Time Systems, Data Communications, Compilers and Assemblers, and Numerical Analysis.

Professional Development

8. Microsoft Solutions Framework, 1995
9. Microsoft Certified Systems Engineer, March 1996
10. Microsoft Certified Product Professional, 1994

Skills Profile

DATABASES

SQL Server
MS-ACCESS
dBase III/IV

DATA MODELING

Erwin/ERX 2.5
Silverun
S-Designer

DEVELOPMENT LANGUAGES / ENVIRONMENTS

INTERNET SERVERS

IIS (Microsoft's Internet Information Server)

NETWORKING

Ethernet

BACKUP

Arcada
NT Backup

MAIL



Visual Basic
Visual Basic.Net
C#
HTML, JavaScript

MS – Mail
Exchange

SERVER FAULT DETECTION

Octopus

OPERATING SYSTEMS

W2K3
XP
W2K





Susan D. Crawford van der Burg

Susan D. Crawford van der Burg is a Documentation Specialist with over fifteen (15+) years of experience working as a team member and/or independently on several projects simultaneously. She has worked with educational institutions, private sector corporations, government departments, and not-for-profit agencies. Susan has over seven (7+) years of experience as a Technical Writer/Editor/Trainer specializing in needs analysis, identifying requirements, planning, designing, and developing technical documentation and training material in co-operation with development, quality assurance, and management teams in multi-lingual environments. In addition, Susan has ten (10) years international teaching experience, teaching a wide range of subjects to students of all ages and cultural/linguistic backgrounds (Canada, Niger, Rwanda, and Honduras).

Susan is skilled at working under the pressure of deadlines and is able to communicate effectively in all types of working environments. She is able to provide end-to-end solutions (from administration and planning to document production). She adapts quickly to new environments in addition to the processes, standards, and tools that are required to develop high-quality customized documentation.

Susan understands Java, HTML, XML and other programming languages sufficiently to work with any engineering and marketing teams to develop any type of documents or communications, including highly technical, scientific, or instructional publications.

Security Level: Secret

Language: English, French, Dutch, and Spanish

Experience

Project #1

Anjura Technology Corporation

Technical/Scientific Writer

Duration: 2 years, 3 months (07/03 - Present)

11. Revised existing end-user documentation and developed new content to reflect the ongoing enhancements to the server-based DNA sample data management system (STaCS™)
 - Developed documentation by reviewing functional specifications and testing the application
 - Deliverables: User Guide, Online Help, Training Material, Style Guide, and screen captures and graphics for all deliverables

Project #2

Adobe Systems Canada

Sr. Technical Writer

Duration: 4 months (10/01–01/05)

12. Planned, researched, and updated end-user and developer documentation for an integrated **content management system** review connector (Adobe® LiveCycle™ Review Connector)
 - Produced documents using product requirement documents, functional Specifications, engineering documents and through direct testing and use of the application
 - Deliverables: Document Plan, User Guide, API Reference (JavaDocs), Integration Reference, Release Notes

Project #3

Adobe Systems Canada

Sr. Technical Writer

Duration: 1 month (08/04)

13. Planned, researched, updated, and tested student and trainer material for Adobe Document Services training courses provided by Adobe Professional Services

**Project #4***Adobe Systems Canada*

Lead Technical Writer

Duration: 4 months (03/04–06/04)

14. Planned, researched, and wrote documentation for server applications (Adobe® Reader Extensions Server®)
 - Deliverables: Project Plan, Document Plan, User Guide, Online Help, API Reference, Developer Guide, and Release Notes.

Project #5*Ridge Falls House Inc.*

Sr. Technical Writer

Duration: 9 months (07/03–03/04)

15. Wrote documentation for applications developed by Adobe Systems
 - Deliverables: Project Plan, Document Plan, Product Overview, User Guide, API Reference, and Developer Guide

Project #6*Cadmian Incorporated*

Instructional Designer/Sr. Technical Writer

Duration: 3 months (12/03–02/04)

16. Prepared an instructional design, conducted an audience needs analysis and created use-case scenarios with the expertise of subject matter experts and the content of existing documentation
17. Deliverables: An instructional design document, training manual and trainer's manual for technicians trained by Crystal Clear Window Works

Project #7*Cadmian Incorporated*

Sr. Technical Writer

Duration: 1 month (06/03)

18. Revised and updated training material for a virus detection system developed by Symantec Corporation using existing styles and corporate conventions



Project #8

Northey, Smith & Associates

Sr. Technical Writer

Duration: 2 years, 3 months (01/01–03/03)

19. Planned, researched, wrote, translated, and tested product documentation (technical bulletins, web content, DBA Reference, Conversion Reference, User Guide, and Online Help) for a web-based data management application (iCase) developed in a .NET environment by the Department of Justice Canada
 - Created graphics and prepared screen captures for all documents
 - Adopted government department styles and standards

Project #9

Ridge Falls House Inc.

Technical Writer

Duration: 5 months (11/00–03/01)

20. Updated developer and administrator references for a forms application (Form Server) developed by JetForm Corporation using existing documentation
 - Deliverables: Developer Reference, Deployment Guide

Project #10

ForeFront Information Strategies Inc.

Technical Writer and Trainer

Duration: 3 years (1998 - 2001)

21. Co-operated/met with engineering team and management groups to gather project information
 - Wrote and revised project proposals, end-user documentation, and training material for Laboratory Data Management System (LDMS), a data management system developed by Health Canada
 - Planned and designed graphics and prepared screen captures for all documents
 - Applied government department styles and standards to all documentation

Project #11

Vantour Communications Inc.

Translator

Duration: 1 month (03/00)

22. Translated (from English to French) user documentation and application graphical user interfaces (GUIs)

Project #12

CARE USA

Technical Writer and Editor

Duration: 2 months (08/99–09/99)

23. Edited manuals (English/French) for international development projects

**Project #13***CARE Canada*

Technical Writer

Duration: 1 month (10/98)

24. Wrote web content (promotional and procedural information)

Project #14*CARE Honduras*

Consultant and Technical Writer

Duration: 2 months (08/98–09/98)

25. Researched and developed a Girls Education Project proposal for CARE Honduras in close collaboration with CARE USA, Atlanta

Project #15*CARE Honduras*

Technical Writer and Narrator

Duration: 4 years (1993 - 1997)

26. Worked with communications team leader to co-ordinate activities
 - Wrote paper-based manuals, project bulletins, and web-based instructional material
 - Wrote and narrated promotional documentaries

Project #16*International Schools in Niger*

Teacher, Trainer, and Editor

Duration: 10 years (1987 - 1997)

27. Wrote policy manuals, concept papers, proposals, and reports.
 - Wrote and presented conference papers to international teachers on teaching English as a second language, language acquisition, and issues in sociolinguistics.
 - Taught core subjects in English (Kindergarten to Grade 12)



Education and Professional Development

Masters (MA) in International Education
University of Bath, UK
1997

Honours Bachelor of Arts in Geography
Lakehead University, Canada
1982

Instructional Design for New Designers
Langevin 2003

Conversational/Business French
Alliance Française (Ottawa)
2002

RoboHelp X3 (2003) and RoboHelp Office
2002

Advanced Adobe FrameMaker 6.0
2001

HTML for Beginners
2000

Writing User Guides That Get Read
WordTask 1999

OpenText Livelink Training
OpenText 1998

Affiliations

Society for Technical Communications (STC)
Editors' Association of Canada (EAC)
Society of Children's Writers and Illustrators (SCWI)

Security Clearance

Security Level: Secret

Expiry Date: 04/13/2014



Skills Profile

SOFTWARE

OpenText Livelink
MS Word
MS Excel
MS Project
MS Publisher
MS Outlook
MS PowerPoint
Internet Explorer
Visual SourceSafe
Adobe FrameMaker
Adobe Acrobat Professional
Adobe Photoshop
Adobe GoLive
Adobe Illustrator
Macromedia RoboHelp
Corel WordPerfect



Appendix 1
Acronyms

ASCII	American Standard Code for Information Interchange
ASTM	American Society for Testing and Materials
COC	Chain of Custody
COTS	Commercial Off the Shelf
DNA	Deoxyribonucleic Acid
EDD	Electronic Data Deliverable
ETS	Electronic Tracking System
FTP	File Transfer Protocol
GALP	Good Automated Laboratory Practices
HPC	Handheld Personal Computer
ICOC	Internal Chain of Custody
ID	Identifier
IPX	Internet Packet Exchange
ISO	International Standards Organization
IT	Information Technology
LAN	Local Area Network
LAS	Laboratory Automation Solutions
LIMS	Laboratory Information Management System
MSDS	Material Safety Data Sheet
OD	Optical Density
ODBC	Open Database Connectivity
PC	Personal Computer
PCR	Polymerase Chain Reaction
QA	Quality Assurance
QAP	Quality Assurance Plan
QC	Quality Control
QM	Quality Manual
RAID	Redundant Array of Inexpensive (or Independent) Disks
RFP	Request for Proposal
RNA	Ribose Nucleic Acid
SOP	Standard Operating Procedure
SQL	Structured Query Language
SSM	Source Selection Matrix
SPX	Sequenced Packet Exchange
TAT	Turnaround Time
TCP/IP	Transmission Control Protocol / Internet Protocol
URL	Universal Resource Locator
US	United States
WAN	Wide Area Network
XML	Extensible Markup Language



Appendix 2
Instruments

Instrument Type	Vendor	Model	Quantity	PC Controlled?
Semi-automatic	BSD	600	1	Yes
Robotic Liquid	Hamilton	Microlab Starlet	1	Yes
Robotic Liquid	Hamilton	Microlab 4200	1	Yes
Genetic Analyzer	Applied	3100	2	Yes
Genetic Analyzer	Applied	310	2	1 PC/1 Mac



Appendix 3
Required Reports

1. Sample Reception Summary- a report showing the number of samples received by the lab over a specified time period.
2. Overdue Samples – a report indicating the number of samples that were received before a specified date and have not yet been entered into CODIS.
3. Consumable Inventory – a report showing the current inventory of reagents, including the expiration date for each reagent.
4. QA/QC – a report that provides all details about a specific lot # of reagent, such as when it was received and subjected to QC testing.
5. Labwork summary – a report showing the number of samples currently at each step of the process.
6. Sample History – a report that provides all details for a specified sample, including but not limited to robotics used, lot numbers of consumables used, analyst, date, and times.
7. Information inquires – a report showing a log of all requests for information received by the CODIS Unit, including type of request and analyst processing the request.
8. Convicted Offender Kit requests – a report showing all requests for kits, including the requesting agency, date the kits were ordered, and date paid.
9. Task summary report – a report showing the tasks performed during a specified time period, sorted by either analyst or task.
10. Proficiency test – a report detailing the proficiency testing rotation and completion by analysts.
11. Sample Processing failure rate – a report showing the number of samples that require additional testing before an acceptable profile is obtained.



Appendix 4
Current MS Access Database

This database contains the convicted offenders personal data. It is arranged in 21 fields, which can contain either a text or date type entry. The name of the field and the type is shown below. Currently there are 172,000 (as of 08/30/05) entries that will need to be migrated.

Field Name	Data Type	Description
LastName	Text	
FirstName	Text	
Middle	Text	
SIDnumber	Text	
SSnumber	Text	
DOB	Date/Time	
ORI	Text	
Agency	Text	
Received	Date/Time	
BinNo	Text	
Comments	Text	
LPUC	Text	
barcode	OLE Object	
LPU	Yes/No	
Profile in CODIS	Text	
Sample 1 Failure	Yes/No	
Sample 2 Failure	Yes/No	
Sample Complete Failure	Text	
Sample Removed	Text	
Reason for Sample Removal	Text	
AutoNumber	AutoNumber	

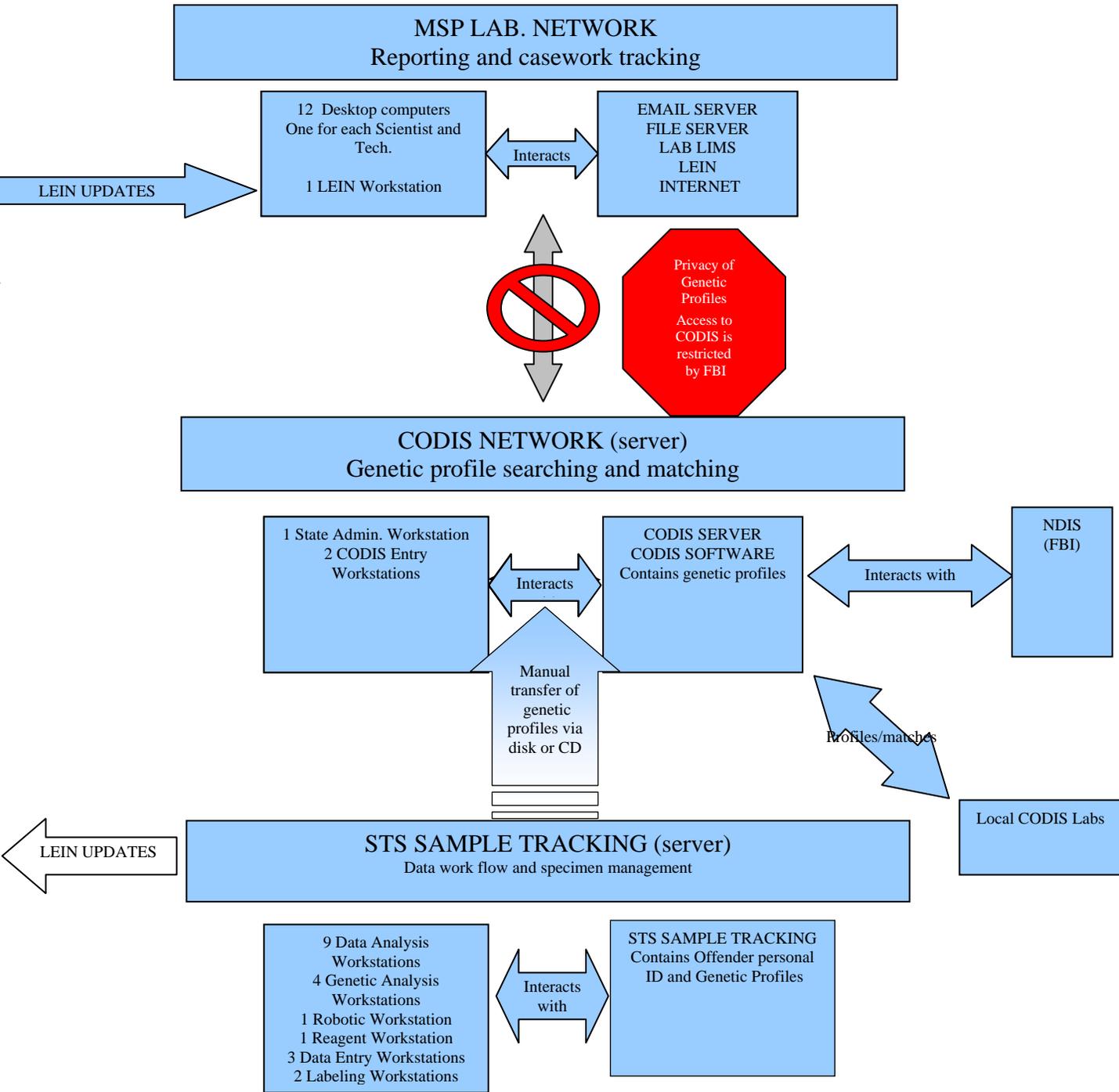
Property	Value
Field Size	Long Integer
New Values	Increment
Format	
Caption	
Indexed	No

A field name can be up to 64 characters long, including spaces. Press F1 for help on field names.

Design view. F6 = Switch panes. F1 = Help.



Appendix 5
Environment





Appendix 6
File Format

Common Message Format (CMF)

CMF v1.0 Import File Template

This sample import data file includes a second column with a line-by-line description of the Common Message Format (CMF). The actual CMF file contains only the data in the left column.

CODIS Import Sample File	
Item/Sample	Description
1.0	CMF Header Version (1.0)
9	CMF Message ID (Positive Integer)
IMPORT	CMF Message Type (Import)
MYDNAWORK	CODIS or Contractor imaging source lab ORI (9 Characters)
XX1234567	CODIS Destination lab ID/ORI (9 Characters)
24-JAN-2000 09:43:34	Creation Date/Time of this file (DD-MMM-YYYY HH:MM:SS)
ILM	Imaging system organization/company (Up to 64 characters)
ABI310	Imaging system used to size (Up to 64 characters)
2	Number of packets in this file (Integer, this is the number of specimens included in this CMF file)
DNA Analysis Result	CMF Packet Type (DNA Analysis Result)
1.0	CMF Packet Version
PCR	CODIS Technology (PCR)
B/5/TAG	CODIS Specimen ID/Number (Up to 24 alpha-numeric characters)
0	CODIS Sample ID (0)
CONVICTED OFFENDER	CODIS Specimen Category (Up to 21 characters)
UNSPECIFIED	CODIS Tissue Type (legacy field, current policy: do not specify)
NOT SPECED	CODIS Tissue Form (legacy field, current policy: do not specify)
UNSPECIFIED	CODIS Population Group (legacy field, current policy: do not specify)
3	Number of markers
TPOX	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)
14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
10	PCR Value for allele (CASE SENSITIVE)
11	PCR Value for allele (CASE SENSITIVE)
CSF1PO	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)
14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
11	PCR Value for allele (CASE SENSITIVE)
12	PCR Value for allele (CASE SENSITIVE)
TH01	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)



14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
7	PCR Value for allele (CASE SENSITIVE)
8	PCR Value for allele (CASE SENSITIVE)
DNA Analysis Result	CMF Packet Type 1 (Type1 = DNA Analysis Result)
1.0	CMF Packet Version
PCR	CODIS Technology (RFLP or PCR)
C/6/TAG	CODIS Specimen Number (Up to 24 characters)
0	CODIS Sample ID (0)
CONVICTED OFFENDER	CODIS Specimen Category (Up to 21 characters) ²
UNSPECIFIED	CODIS Tissue Type (legacy field, current policy: do not specify)
NOT SPECID	CODIS Tissue Form (legacy field, current policy: do not specify)
UNSPECIFIED	CODIS Population Group (legacy field, current policy: do not specify)
3	Number of markers
TPOX	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)
14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
6	PCR Value for allele (CASE SENSITIVE)
11	PCR Value for allele (CASE SENSITIVE)
CSF1PO	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)
14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
9	PCR Value for allele (CASE SENSITIVE)
11	PCR Value for allele (CASE SENSITIVE)
TH01	CODIS Marker Name
1	Number of Readings
MKNOWN	Reading By (CODIS User ID) (Up to 8 characters)
28-DEC-1999	Reading Date (DD-MMM-YYYY)
14:12:59	Reading Time (HH:MM:SS)
2	Number of alleles
8	PCR Value for allele (CASE SENSITIVE)
9	PCR Value for allele (CASE SENSITIVE)

CMF v3.2 Import File Template

Note: The CMF file, coded in XML, contains information to be imported into CODIS. This file consists of a CMF Header and one or more specimens structured in the format listed below. For readability, the format below does not include the actual XML syntax. Click here to view a sample CMF v3.2 file that includes the XML syntax.

CMF Header Format:



CMF Header Version (3.2 decimal)
 CMF Message Type (Import, 6 characters)
 CODIS Laboratory (destination) ORI (9 characters)
 Source Laboratory Name (9 characters)
 Submit By User ID (20 characters)
 Submit Date/Time of this file (datetime, CCYY-MM-DDThh:mm:ss)
 Batch Identifier (32 characters, optional)
 Kit (32 characters, optional)

Specimen Information Format:

```

FOR each SPECIMEN
  CODIS Specimen Identifier (24 characters)
  CODIS Specimen Category (21 characters)
  Source ID (10 characters, optional)
  Case Identifier (32 characters, optional)
  Partial Profile Indicator (boolean, optional)
  Specimen Comment (255 characters, optional)
  FOR each Locus
    CODIS Locus Name (10 characters)
    Reading By (20 characters, User ID of CODIS user)
    Reading Date/Time (datetime, CCYY-MM-DDThh:mm:ss)
    Batch Identifier (32 characters, optional)
    Kit (32 characters, optional)
    FOR each allele
      Allele Value (10 characters)
      Allele Required (boolean, optional)
    ENDFOR
  ENDFOR
ENDFOR
    
```

Example of a CMF v3.2 Import File:

```
<?xml version="1.0" encoding="UTF-8" ?>
- <CODISImportFile xmlns="urn:CODISImportFile-schema">
  <HEADERVERSION>3.2</HEADERVERSION>
  <MESSAGE TYPE>Import</MESSAGE TYPE>
  <DESTINATIONORI>CA0360000</DESTINATIONORI>
  <SOURCELAB>CA0360000</SOURCELAB>
  <SUBMITBYUSERID>USERC</SUBMITBYUSERID>
  <SUBMITDATETIME>2001-06-18T21:51:44</SUBMITDATETIME>
  <BATCHID>B2004_0001</BATCHID>
- <SPECIMEN PARTIAL="false" CASEID="C2004_008" SOURCEID="No">
  <SPECIMENID>FORUNK-2004-57-008</SPECIMENID>
  <SPECIMENCATEGORY>Forensic, Unknown</SPECIMENCATEGORY>
  <SPECIMENCOMMENT>No Penta D or Penta E.</SPECIMENCOMMENT>
- <LOCUS KIT="PowerPlex 16">
  <LOCUSNAME>D16S539</LOCUSNAME>
  <READINGBY>USERC</READINGBY>
  <READINGDATETIME>2001-06-18T21:50:42</READINGDATETIME>
- <ALLELE>
  <ALLELEVALUE>11</ALLELEVALUE>
</ALLELE>
- <ALLELE ALLELEREQUIRED="true">
  <ALLELEVALUE>14</ALLELEVALUE>
</ALLELE>
</LOCUS>
- <LOCUS KIT="PowerPlex 16">
  <LOCUSNAME>D18S51</LOCUSNAME>
  <READINGBY>USERC</READINGBY>
  <READINGDATETIME>2001-06-18T21:50:47</READINGDATETIME>
- <ALLELE>
  <ALLELEVALUE>13</ALLELEVALUE>
</ALLELE>
- <ALLELE>
  <ALLELEVALUE>18</ALLELEVALUE>
</ALLELE>
</LOCUS>
```

(a) 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 failure to complete each phase by the deadline stated within this section could result in the loss of grant funding. 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.

(b) 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, 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.

(c) The Contractor shall not be liable for liquidated damages when incidents or delays arise as a result of a failure by the State to perform any of its obligations under the Contract or to otherwise provide any consent, authorization or information required by the Contractor to perform its obligations under the Contract. Such incidents or delays may include, but are not limited to, the State (i) not making the necessary and required resources available to the Contractor in January 2006 in order to conduct Phase II of the project and (ii) not reviewing and /or providing written notice to the Contractor of any errors, omissions or deficiencies with respect to the first draft of all documents submitted by the Contractor which must meet the Acceptance Criteria for all phases of the project within 10 business days and, with respect to subsequent and revised drafts of such documents, within 3 business days.

(d) Liquidated damages will be assessed as follows: The parties acknowledge that failure to meet the following deadlines will interfere with the timely and proper completion of the Contract resulting in loss grant funding to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any such delay. Therefore, Contractor and the State agree that in the case of any failure to meet the following deadlines in respect of which the State does not elect to exercise its rights under **Section 2.191**, the State may assess liquidated damages against Contractor as such.

Grant 1 Deadline:	Phase:	Liquidated Damage:
Failure to meet by 4/30/06	Phase I	\$683,285.99
Failure to meet by 4/30/06	Phase II	\$233,285.99 (if Phase I deadline is met)
Failure to meet by 4/30/06	Phase III	\$98,139.21 (if Phase II deadline is met)
Grant 2 Deadline:	Phase:	Liquidated Damage:
Failure to meet by 9/30/06	Phase IV	\$239,499.31
Failure to meet by 9/30/06	Phase V	\$134,918.33 (if Phase IV deadline is met)
Failure to meet by 9/30/06	Phase VI	\$45,048.93 (if Phase V deadline is met)