

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

April 8, 2009

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B8200016  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR <b>Ken Borsare</b> <b>124 Elm Street</b> <b>North Reading, MA 01864</b>	TELEPHONE Ken Borsare <b>(978) 207-1255</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 <b>Jacque Kuch</b>
CONTRACT COMPLIANCE INSPECTOR: Pete Devlin <b>RE:START MDOS QVF Support</b>	
CONTRACT PERIOD: From: <b>October 1, 2007</b> To: <b>March 31, 2010</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective immediately, this contract is hereby **EXTENDED** to **March 31, 2010** and **INCREASED** by **\$176,800.00**. All other terms and conditions remain the same.

**AUTHORITY/REASON(S):**

Per the approval of the State Administrative Board on April 7, 2009.

**INCREASE: \$176,800.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$442,000.00**

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  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**August 31, 2007**

**NOTICE  
 OF  
 CONTRACT NO. 071B8200016  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR <b>Ken Borsare</b> <b>124 Elm Street</b> <b>North Reading, MA 01864</b>  Email: <a href="mailto:ken@borsare.com">ken@borsare.com</a>	TELEPHONE Ken Borsare <b>(978) 207-1255</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 <b>Jacque Kuch</b>
CONTRACT COMPLIANCE INSPECTOR: Pete Devlin <b>RE:START MDOS QVF Support</b>	
CONTRACT PERIOD: From: <b>October 1, 2007</b> To: <b>March 31, 2009</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**The terms and conditions of this Contract are those of ITB #07117200293, this Contract Agreement, and the vendor's quote. In the event of any conflicts between the specifications and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**TOTAL CONTRACT VALUE: \$265,200.00**



## SECTION I GENERAL INFORMATION

### I-A PURPOSE

This contract is for temporary employee services to assist in support of Michigan's Qualified Voter File (QVF), a statewide voter registration database and associated election management software. The support includes any requested changes or modifications due to additional enhancements and changes required by user need or legislation; including the Federal election reform act known as HAVA (the Help America Vote Act or Public Law 107-252, the 2002 federal election reform act). Contractor will assist MDOS and DIT to develop a mutually agreed upon transition plan to transfer knowledge of the QVF and HAVA applications to identified DIT staff 90 days after contract effective date (October 1, 2007).

The contract awarded from this solicitation will be a time and materials, hourly rate contract. The estimated hours to complete this project are 2080 hours per year for eighteen (18) months (October 1, 2007 thru March 31, 2009), and will require one staff person with thorough knowledge of QVF software and its Oracle tables along with expert knowledge and experience of the QVF Street Index. **Similar experience with other Statewide Voter Registration databases may meet this requirement at the discretion of the State.** Advanced knowledge of Michigan Election Law requirements as it relates to QVF software is also desirable.

This Contract is for a period of eighteen (18) months with one (1) option year. This Contract may be renewed in writing by mutual agreement of the parties after confirmation that progress is being made on the transition from the contractor to MDOS and DIT, not less than thirty (30) days before its expiration. The State does not commit to procuring services in the quantities estimated or in any other amounts.

### I-B ISSUING OFFICE

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

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Purchasing Operations is the only office authorized to change, modify, amend, alter, clarify, or otherwise alter the specifications, terms, and conditions of this contract. Purchasing Operations will remain the **SOLE POINT OF CONTACT** throughout the procurement process, until such time as the Director of Purchasing Operations shall direct otherwise in writing. See Paragraph I-C below. All communications concerning this procurement must be addressed to:

Jacque Kuch, Buyer  
DMB, Purchasing Operations  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
kuchj@michigan.gov

### I-C PROJECT MANAGER and CONTRACT ADMINISTRATOR

DIT and the DOS, have assigned a Project Manager and a Contract Administrator who have been authorized by Purchasing Operations to administer the resulting Contract(s) on a day-to-day basis during the term of the Contract. However, administration of any Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by Purchasing Operations.

**The Project Manager for this contract is:**

Tim Hanson, Director  
Department of State, Bureau of Elections  
Program Development Division  
430 W. Allegan St, 1<sup>st</sup> Floor  
Lansing, MI 48918  
Phone: (517) 241-2542  
Email: [hansonT@michigan.gov](mailto:hansonT@michigan.gov)

**The Contract Administrator for this contract is:**

Peter F Devlin  
Contract Administrator  
Department of Information Technology  
Phone: (517) 241-8515  
Email: [devlinp@michigan.gov](mailto:devlinp@michigan.gov)

**I-D INCURRING COSTS AND LEGISLATIVE APPROPRIATIONS**

The State of Michigan is not liable for any costs incurred by any bidder prior to signing of a contract by all parties and delivery of services under the contract. Any costs to be paid by the State are limited to those authorized by the terms and conditions of any resulting Contract.

The State fiscal year is October 1st through September 30th. The prospective contractor is advised that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

**I-E PROPOSALS**

RESERVED

**I-F ACCEPTANCE OF ITB and PROPOSAL CONTENT**

RESERVED

**I-G CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in this contract, whether or not the Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. Contractor must make timely payment to staff performing services for the State.

Note: If any personnel contracted through this contract are not your employees, but that of another company, you must include a list of those companies (subcontractors), including firm name and address, contact person, complete description of skill sets to be subcontracted, and descriptive information concerning subcontractor's organizational abilities in your response. The State reserves the right to approve subcontractors for this work and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Failure to identify companies providing personnel for your use in Contracts will be cause for cancellation of your Contract and possible removal from the RE:START program.

**I-H NEWS RELEASES**

News releases pertaining to this contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with explicit written instructions from the State. No results of the project are to be released without prior approval of the State and then only to persons designated.

**I-I SELECTION CRITERIA**

RESERVED

**I-J INDEPENDENT PRICE DETERMINATION**  
RESERVED

**I-K SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-G)**  
RESERVED

**I-L DISCLOSURE**

All information in a contractor's proposal and any Contract resulting from this ITB is subject to disclosure under the provisions of the "Freedom of Information Act.", 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-M AWARD**  
RESERVED

**I-N MODIFICATIONS, REVISIONS, CONSENTS AND APPROVALS**

This contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Additional services which are outside the Scope of Services of this Contract shall not be performed by the Contractor without the prior, written approval of the State. Additional services, when authorized by an executed contract, change order, or an amendment to this Contract, shall be compensated by a fee mutually agreed upon between the State and the Contractor.

**I-O CONTRACT DOCUMENTS**

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. State's ITB and any Addenda thereto;
2. Contractor's response to the State's ITB and Addenda; and
3. All amendments and change orders as written and properly approved.  
and by reference:
4. State's Pre-qualification RFI and any Addenda thereto;
5. Contractor's response to the State's Pre-qualification RFI and Addenda

All responses, representations, and assurances contained in the Proposal are incorporated into and are enforceable provisions of this Contract. In the event of any conflict between the provisions of the ITB, and the Contractor's response to the ITB, the terms of the ITB and any Contract amendments shall prevail.

**I-P SPECIAL TERMS AND CONDITIONS**

1. Normal State work hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.
2. All work will be performed at the site identified in Section III of this contract, unless otherwise agreed to by both parties.
3. The Contractor must permit representatives of the Department of Information Technology (DIT), and the agency, and other authorized public agencies interested in the services requested in this contract to have full access to the services requested showing the Contractor's performance, during normal business hours.
4. The Contractor, during the performance of services detailed in this contract, will be responsible for any loss or damage to original documents, belonging to the State when they are in the Contractor's possession. Restoration of lost or damaged original documents shall be at the Contractor's expense.
5. All questions, which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the



satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by DIT and the State agencies involved.

6. The Contractor shall agree that it will not volunteer, offer, or sell its services to any litigant against the State its agencies, employees and officials, with respect to any services that it has agreed to perform for the State, provided that this provision shall not apply either when the Contractor is issued a valid subpoena to testify in a judicial or administrative proceeding or when the enforcement of this provision would cause the Contractor to be in violation of any Michigan or Federal law.
7. All work prepared by the Contractor during the execution of this contract shall be considered works made by hire and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the authorized representatives of the Contractor and the State. This includes, but is not limited to, all new business processes created, all planning and design work performed, all technology developed, the source and object code of all software programs and systems, any business objects or databases created, all related documentation (written or automated), and all documents and reports. If by operation of law any of the work, including all related intellectual property rights is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such work, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned work. If the Contractor uses any subcontractors to perform and prepare any of the work, the Contractor shall insure through agreement with the subcontractors that all intellectual property rights in any of the work shall belong exclusively to the State. Failure of the Contractor to insure such rights may be considered by the State to be a material breach of this contract.
8. The Contractor shall agree that they will not furnish or disclose any items owned by the State to a third party without the written permission of the State. This includes both items created as part of this contract and items owned by the State that are incidental to the contract. The Contractor shall also agree not to use items owned by the State for other purposes without the prior written permission of the State.
9. Individuals assigned by the Contractor are employees of the Contractor, and are not, under any circumstances or conditions, employees of the State.
10. The State will retain the right to release outright or request the replacement of any person who is working at an inferior level of performance. The Contractor will be given 24 hours advance notice of this action.
11. 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.
12. The Contractor will certify in writing that it is in conformance with all applicable federal and state civil rights and practices equal employment opportunity for all persons regardless of race, creed, color, religion, national origin, gender or handicap; it is also in conformance with the requirements of the Americans with Disabilities Act. Failure to comply with the aforementioned laws may result in termination of the contract.
13. The Contractor shall use all software in accordance with the State's license agreements and any further restrictions imposed by the State. The Contractor shall not make any unauthorized copies of any software under any circumstances. Contractors found copying or knowingly using copyrighted software other than for backup purposes are subject to progressive disciplinary action. Contractors shall not provide software to any outsiders including consultants, local governmental units, and others when this would be a violation of law or copyright agreements.



14. Contractors are responsible for maintaining the confidentiality of their passwords and are liable for any harm resulting from disclosing or allowing disclosure of any password. Any conduct that restricts or inhibits the legitimate business use of State systems or network is prohibited. Each person must use State systems and networks only for lawful purposes. Specifically prohibited is any use of State systems or disclosure of any data which would constitute a criminal offense, give rise to civil liability, violate any State of Michigan policy, or otherwise violate any applicable local, state, or federal law. This also applies to any computer systems or networks that are accessed from State computer systems or networks.
1. The State has developed, and will continue to develop during the course of this effort, a growing number of information technology standards. The selected Contractor must follow any and all standards adopted by the State. Where standards do not exist, the final acceptance of a new technique, technology, or design will rest with the Project Manager, following consultation and review with DIT.

## **I-Q DEPARTMENT AND CONTRACTOR RESPONSIBILITIES**

### **Department Responsibilities:**

1. Provide office space within the Departments for temporary employees selected to work on these projects. NOTE: Access to office space during non-working hours must be approved.
2. Provide conference room space when sufficient notice is given and space is available.
3. Provide telephones for calls originating from within the Department of Information Technology, Agency Services, Departments of State and Treasury, Department of State Division that are project-related.
4. Provide copying services that are project-related.
5. Provide access to Facsimile equipment for items that are project-related.
6. Provide computer hardware and software, as deemed necessary, for all temporary staff/personnel working within the Department.

### **Contractor Responsibilities:**

1. Provide temporary professional services Monday through Friday, during the same work hours as those worked by State employees working at the identified facility.
2. Provide those services requested based on staff having the qualifications identified in this contract.
3. Provide services on an as needed, if needed, basis. The exact timing and scheduling of the services shall be between the State and the contractor at the time of need.
4. All personnel provided by the Contractor shall be subject to the rules, regulations, and policies of the DIT, agency/division and the State.
5. The Contractor shall replace all personnel whose work was found to be unsatisfactory within 24 hours of notification. Replacement of discontinued staff will be at the State's sole discretion; the State is not obligated to replace terminated or withdrawn individuals.

In the event an individual has been terminated or has voluntarily withdrawn from an assignment, the State will advise the Contractor which of the following three options will be employed:

- The State can request the same Contractor replace the individual with an individual of equal or greater qualifications.
  - The State can choose from the other candidates submitted in response to the ITB, if they are still available and the proposed rates are still valid.
  - The State can re-issue the ITB and obtain a new list of candidates and rates from eligible Contractors.
6. Contractor shall ensure that staff proposed for assignment is fully trained and meet the skill set requirements of the job position being filled.



7. The State and/or its agencies make changes to their technical architectures from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular CASE tool in order to perform their State assignment).

The cost of the course, including any travel expenses, will be the responsibility of the Contractor and the training hours will not be billable to the State). This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year.

8. Provide parking when working on-site.
9. Phone calls not related to the project are not to be charged to the State.
10. The Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors. Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed to which they are assigned.
- Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the State.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the State.
- Regularly assess personnel performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.
- Provide training.

11. Contractor will assist MDOS and DIT to develop a mutually agreed upon transition plan to transfer knowledge of the QVF and HAVA applications to identified DIT staff 90 days after contract effective date (October 1, 2007).
12. Return of all provided computer hardware, software and miscellaneous items that were provided to the contractor by MDOS at the termination of contract.

#### **I-R USE OF AGENCY STANDARD INFORMATION TECHNOLOGY ENVIRONMENT**

Unless otherwise stated in this contract, all items produced by the Contractor must run on and be compatible with the information technology environment described in Section III.B. of this contract.

It is recognized that technology changes rapidly. The staff may request a change in the standard environment using the process identified by DIT. Any changes must be approved, in writing by DIT, before work may proceed based on the changed environment.

Additionally, the State needs to be able to maintain software and other items produced as the result of the contract. Therefore, software development tools may not be used unless request is made, in writing, and approved by DIT, in writing.



## SECTION II CONTRACTUAL SERVICES TERMS AND CONDITIONS

### II-A CONTRACT PAYMENT

The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed Blanket Purchase Order (BPO).

The services shall be provided and invoiced on a monthly basis, as used. After the services have been rendered, the Contractor shall invoice the State in accordance with the payment provisions of the Contract. Invoices must list the project, agency, contract number and hourly rate. All invoices **MUST** include copies of timesheets signed by the project manager verifying hours were worked and that services were acceptably performed.

The State shall not be liable to pay the Contractor for any hours worked in excess of the rate stated in the BPO. The State will not pay the Contractor for overtime, holiday or other premium charges or other benefits.

The Contractor shall not receive payment for Services the State finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule or regulation.

### II-B ACCOUNTING RECORDS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

### II-C INDEMNIFICATION

1. For Purposes of Indemnification as set forth in this section, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
2. General Indemnification  
The Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs, and all related costs and expenses (including reasonable attorneys; and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable provided that the Contractor is notified within 30 days from the time that the State has knowledge of such claims. This indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the conduct of the State.
3. Patent/Copyright Infringement Indemnification  
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 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.

#### 4. Continuation of Indemnification Obligation

The duty to indemnify will continue 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.

### **II-D LIMITATION OF LIABILITY**

The Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in contract or tort, shall be limited the value of the Contract or \$200,000 which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright or trade secrets; to claims for death or bodily injury or damage to any real or tangible personal property caused by the negligence or fault of the Contractor; to claims related to the Contractor's unauthorized release of confidential information; to claims covered by other specific provisions of this Contract, if any, calling for liquidated damages; to the Contractor's indemnification obligations under Section II-C; and to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

Neither the Contractor nor the State shall be liable to the other for indirect or consequential damages even, if such party has been advised of the possibility of such damages. This limitation as to indirect or consequential damages does not apply to claims for infringement of United States patent, copyright or trade secrets; to claims related to the Contractor's unauthorized release of confidential information; to other specific provisions of this Contract, if any, calling for liquidated damages; or to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

### **II-E CONTRACTOR'S LIABILITY INSURANCE**

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF PURCHASING OPERATIONS, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing Operations.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.



3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the BPO.

**II-F CANCELLATION**

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

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall be subject to the dollar limitation of liability as provided in Section II-D.

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends



for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## **II-G ASSIGNMENT**

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

## **II-H DELEGATION**

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

## **II-I NON-DISCRIMINATION CLAUSE**

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

## **II-J UNFAIR LABOR PRACTICES**

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

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



Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

#### **II-K SURVIVOR**

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

#### **II-L GOVERNING LAW**

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

#### **II-M NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this ITB 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.

#### **II-N 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.

#### **II-O HEADINGS**

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

#### **II-P RELATIONSHIP OF THE PARTIES**

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

#### **II-Q MISCELLANEOUS**

1. The Contractor covenants that it is not, and will not become, in arrears to the State upon any contract, debt, or any other obligation to the State, including real property and personal property taxes.
2. **DAMAGES FOR UNAUTHORIZED PERSONNEL CHANGES**
  - a. The Contractor shall not replace the personnel designated in this Contract without the prior, written approval of the State.
  - b. If the Contractor violates this requirement, it shall pay the State, as liquidated damages and not as a penalty, a sum equal to the amount payable under this Contract.
  - c. The State may recover the amount due from the Contractor under this section by setting off against any amount due under this Contract or other contracts it may have with the Contractor.
3. **AUTHORIZATION & CAPABILITY**
  - a. The Contractor warrants that it has taken all corporate actions necessary for the authorization, execution, delivery and performance of this Contract. It is ready to perform its obligations.
  - b. The Contractor further warrants that the person signing this Contract is authorized to do so, on behalf of the Contractor and is empowered to bind the Contractor to this Contract.



### SECTION III WORK STATEMENT

#### A. Brief Description of Work

This Contract is for Programming/System Development Services for the Michigan Department of State Qualified Voter File (QVF) project.

#### B. Background on the work requested

The Bureau of Elections (BOE) is committed to “customer service” by striving to improve the integrity of the administration of elections; integration of technology to improve the accuracy and efficiency of the election process; to ensure the purity of the electoral process and to encourage the fullest possible participation by Michigan citizens in all aspects of the electoral process. In an effort to enhance elections the BOE has determined a need to make ongoing Department specified modifications and enhancements to the existing QVF system software, which includes an Oracle database and over 200,000 lines of Delphi programming code. In addition, Federal election reform legislation (the Help America Vote Act or HAVA) will require software modifications to the QVF. Anticipated modifications include changes to the QVF desktop software and Oracle database. The successful bidder will be required to work with other State contractors, including but not limited to, contractors that do program support and contractors on special projects (i.e., Business Application Modernization (BAM), etc). Contractor will assist MDOS and DIT to develop a mutually agreed upon transition plan to transfer knowledge of the QVF and HAVA applications to identified DIT staff 90 days after contract effective date (October 1, 2007).

#### C. Objectives

- Assist in system upgrades to current software releases and patches with minimal outage for production.
- Assist in migration of the QVF system to new platforms.
- Administer databases used for the deployment of the QVF.
- Enhance the QVF System to allow state and election officials access to their data via web technologies.
- Enhancements to the systems include custom capabilities as may be required by the State.
- Provide knowledge transfer to State Employees to enable them to continue development and maintenance of these systems.
- Adjust QVF software and subsequent tables to meet needs raised by legislation and the election community.
- Provide software upgrades and solutions to ensure compliance with current and upcoming legislation.
- Develop custom queries to assist the Department of State in achieving a broad range of high level goals.
- Develop and run custom reports as needed to assist in meeting Department goals.

#### TASKS include the following but are not limited to:

- Assist developers in the use of efficient codes and appropriate technologies and platforms.
- Manage the fragmentation and chaining for Oracle tables.
- Implementation of storage and replication systems.

#### D. Agency technical environment for the work

The QVF is an Oracle Database maintained on an HP Server running UNIX. The GUI interface is written in Borland Delphi.

#### E. Description of the requested work, including deliverables and knowledge transfer

1. The Contractor shall perform the following tasks, and otherwise do all things necessary to complete the requested work
  - a) Respond to service requests.
  - b) Document requirements to modify and enhance the QVF interface.
  - c) Develop custom enhancements for the QVF interface as directed and requested by the Bureau of Elections.
  - d) Develop training materials for BOE staff and clerk community for enhancements.



- e) Validate requirements, design, development, test and document code changes using best practices and Systems Development Life Cycle (SDLC).
- f) Represent BOE in technical design sessions with other state and federal agencies
- g) Communicate and interact with DIT staff, BOE staff, and other contractors.
- h) Contribute to security, application, system and network architecture documentation and evolution.
- i) Maintain an understanding of election law as it relates to the function of the QVF.
- j) Develop independent applications as necessary to support maintenance functions required by the QVF and dependencies.
- k) Provide scripts and SQL statements to BOE staff as required.
- l) Monitor software and deploy hot fixes under a rapid deployment schedule as needed to meet the needs of BOE staff and the election community.
- m) Apply development techniques as required to maximize the customer experience as allowed by the current technological environment.
- n) Determine a development track that best relates to the capabilities and advances in the technological environment.
- o) Contractor will assist MDOS and DIT to develop a mutually agreed upon transition plan to transfer knowledge of the QVF and HAVA applications to identified DIT staff 90 days after contract effective date (October 1, 2007).

2. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them. Deliverables for this project include:

- a) Custom enhancements to QVF GUI software, including source code, documentation, and executable code.
- b) Test scripts and documentation of test results, consistent with configuration management process.
- c) Documentation of all modifications to database, application code, business processes, interfaces (e.g. interface control documents along with business rules).
- d) Meeting minutes and phone calls documented.
- e) Change recommendation documents as required.
- f) Status reports as required

**F. Any specific regulations, requirements or expertise applicable, including specific background/security checks required.**

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.

**Reports required**

Reporting formats must be submitted to the State's Program Manager for approval within 5 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.

A. **Bi-Weekly Report** - A bi-weekly progress report must be submitted to the Agency Project Manager through the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
4. **Plans:** Anticipated efforts for the next two (2) weeks. Additionally, provide a statement that the project is proceeding as schedule or if it is not on schedule, provide statement to that effect and provide a revised project schedule.
5. **Issues:** Any ongoing issues that require action or information from DIT or DOS in order to resolve.

Contractor shall provide a yearly summary of activity, accomplishments and major goals for the next year, if requested by the Department of State. The report is due within 20 business days following the last day of each calendar year. The contents of the yearly report will be proposed by the contractor and accepted or rejected by the State's Project Manager

**G. Location where the work is to be performed**

To be determined by agreement of the State's Project Manager and selected vendor.

**H. Hours**

Normal work hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday. Other schedules may be agreed upon by the State's Project Manager and the selected vendor.

**I. State's contract/project manager for the work**

See Section I-C PROJECT MANAGER and CONTRACT ADMINISTRATOR

**J. The numbers of personnel by skill set (classification),  
SYSTEMS DEVELOPMENT**

**Systems Analyst Senior (not to exceed \$70.00 per hour)**

Senior Programmer with 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, performs a variety of complicated tasks, may lead and direct the work of others, may report directly to a project lead or manager, a wide degree of creativity and latitude is expected.

**The consultant is required to have the following additional skills. Please provide detailed information regarding experience with each skill set as identified below:**

Expert knowledge in Delphi programming:

- Extensive experience with Delphi 4 or above
- Extensive experience in Oracle client/server GUI programming
- Extensive experience in desktop database programming
- Extensive experience in Windows API programming
- Extensive experience in ActiveX programming
- Extensive experience in ReportBuilder programming
- Extensive experience programming TCP/IP protocols including POP, SMTP and FTP

Expert knowledge in the Oracle DBMS:

- Extensive experience with Oracle 8 or above
- Extensive system administration experience in a distributed/replicated environment
- Extensive experience using SQL92 or above



- Extensive PL/SQL programming experience
- Extensive experience with SQL and PL/SQL optimizing

Knowledge of the Windows environment:

- Extensive experience with Windows 95, Windows NT 4.0, Windows 98, Windows 2000 and Windows XP.
- Extensive experience with basic HTML authoring
- Extensive experience with Windows server administration
- Extensive experience with remote control software such as PC Anywhere
- Extensive experience using Office 2000 or above
- Extensive experience with the Development of Windows installers
- Extensive experience using Windows Media Encoder or related software for training video development.

Experience in installing and troubleshooting the following hardware components:

- Hard disks
- CD/DVD burners
- Scanners
- USB ports
- Printers and print drivers
- Network adapters
- Simple routers, gateways, firewalls and broadband modems

#### **K. Start and End Dates for the work**

Approximately, October 2, 2007 to March 31, 2009

#### **L. Major Implementations**

The following are some of the major implementations that are currently projected during the contract period. The contractor will be given a detailed statement of work by the agency and the contractor will provide a separate cost quote for each major implementation. The contractor in their response to this RFP will be required to give examples of where they have implemented similar functionality. The contractor will ensure that they identify the skilled resources and rate cards that would be used to complete these implementations.

- a. Migrate back end legacy links from the old systems to the new Business Applications Modernization (BAM) product. MDOS is currently in the process of replacing its legacy computer systems. It is anticipated that by 2008 the legacy information feed to Siebel will need to come from this new system.
  - i. The Contractor will be required to reconfigure the Siebel call center products accordingly.
- b. Contractor may be required to assist with BAM implementation in other areas of the Department.

#### **M. PRICE PROPOSAL**

1. All rates in this contract will be firm for the duration of the contract. No price changes will be permitted.
2. Pricing  
Classification/skill set: System Analyst-Ken Borsare  
Hourly/Monthly Rate: \$85.00 x 3120 = \$265,200.00