

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 8**  
 to  
**CONTRACT NO. 071B9200161**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Windsor Solutions, Inc. 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	Craig Austin	Craig_austin@windsorsolutions.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(515) 675-7833 Ext 215	-5518

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Dave Borzenski	(517) 241-4652	borzenskid@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Michigan Waste Data System (WDS) Rebuild Project 2008			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 3, 2009	March 15, 2012	3, one year	September 15, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6 months	March 15, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$1,755,900.00		\$0.00	\$1,755,900.00	

**DESCRIPTION:**  
 Effective June 5, 2015, this contract is extended 6 months per Ad Board Resolution 2015-1. This is a zero-dollar change notice using \$12,500.00 existing funds for maintenance. New contract expiration date is March 15, 2016. All other pricing, terms and conditions remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



**WINDSOR  
SOLUTIONS**

Environmental +  
Health Information  
Systems

April 27, 2015

Bryce Feighner  
Office of Waste Management and Radiological Protection  
Constitution Hall  
525 W. Allegan  
Lansing MI 48933

Windsor Solutions, Inc. agrees to the proposed 6 month extension of contract #071B9200161 for the maintenance of the Waste Data System (WDS). We agree to extend the contract for the period of 09/15/2015-03/15/2016. The cost for maintenance during this period will be \$12,500. All maintenance activities will continue under the framework established in the contract.

Respectfully,

Simon Watson

Vice-President

---

**CONTACT**

4386 SW Macadam Ave  
Suite 101  
Portland, OR 97239

**TEL** (503) 675-7833

**FAX** (503) 675-7804

**MAIL** [info@windsorsolutions.com](mailto:info@windsorsolutions.com)

[www.windsorsolutions.com](http://www.windsorsolutions.com)

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

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B9200161**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions, Inc. 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	Craig Austin	Craig_austin@windsorsolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(515) 675-7833 ext.215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dave Borzenski	517-241-4652	<a href="mailto:borzenskid@michigan.gov">borzenskid@michigan.gov</a>
BUYER	DTMB	Barb Suska	517-284-7026	<a href="mailto:suskab2@michigan.gov">suskab2@michigan.gov</a>

CONTRACT SUMMARY:				
DESCRIPTION: Michigan Waste Data System (WDS) Rebuild Project 2008				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
March 3, 2009	March 15, 2012	3, 1 Year Options	September 15, 2015	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		Sept. 15, 2015.
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$1,755,900.00		

Effective December 4 2014, the attached statement of work and vendor proposal are incorporated into the contract to memorialize work to be done on behalf of the Department of Environmental Quality (DEQ). A purchase order for this amount will be sent separately. All other terms, conditions, pricing and specifications remain the same. Per contractor and agency agreement and DTMB Procurement approval.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET  
IT SERVICES  
STATEMENT OF WORK**

<b>Project Title:</b> Waste Data System Enhancements	<b>Period of Coverage:</b> 1/15/2015 to 9/14/2015
<b>Requesting Department:</b> DEQ – Office of Waste Management and Radiological Protection	<b>Date:</b> 09/20/2014
<b>Agency Project Manager:</b> Rich Conforti	<b>Phone:</b> 517 284 6558
<b>DTMB Contract Administrator:</b> Sara Raja	<b>Phone:</b> 517 373 8565

**Brief Description of Services to be provided:**  
Enhancements to the Waste Data System

**BACKGROUND:**

The Office of Waste Management and Radiological Protection (OWMRP) is responsible for program areas that deal with solid, liquid, medical and hazardous waste, hazardous products and radioactive materials. Waste Data System (WDS) is the principal integrated database to manage this information and the regulated facilities. It compiles compliance, handler, permitting/Licensing, monitoring, grant, and fee data. The data collected in WDS application provides information necessary for fee collection and also provide requisite program data to the management to streamline the program tasks that staff are required to complete.

**PROJECT OBJECTIVE:**

The Waste Data System (WDS) application was developed by the vendor using .NET framework and SQL 2008 database and was implemented in DTMB servers in 2011. WDS tracks activities at sites regulated by the Solid Waste, Scrap Tire, Hazardous Waste, and Liquid Industrial Waste programs. WDS provides information on ownership and operation of the site; the status of any required permits, licenses, registrations, or certifications; compliance status; authorized transporters; shipments of hazardous or liquid industrial waste (manifest); and user fees. OWMRP staff would like to expand the capabilities of WDS to collect the permit/license and registration details using online forms, process the collected data using workflows and update them to WDS database. Also include a mobile module to allow the field inspectors to collect inspection data efficiently.

**SCOPE OF WORK:**

**Online electronic form**

In the current WDS internet website, general public and the regulated community can just query the WDS data available to public. OWMRP staff use the intranet module to update the permit, licenses and other data, manually submitted by the regulated community. Implementing online electronic forms will allow the regulated community to submit the permit and license applications over the internet and eventually decrease the work load of the OWMRP staff to input the data and increase the overall application efficiency.

The following two forms will be implemented as part of the enhancement, significantly reducing the time and efforts of OWMRP staff to input large volume of data into WDS.

- Site Identification Form (EQP5150)
- Combined Solid Waste Landfill Waste Receipt Report

**Workflow to process the data from online forms**

Design, develop and implement workflows to process the data received from the two online forms submitted using nforms. Address any changes to the current system to update the data to WDS Database.

The scope of this effort will include the following

- The analysis of the business rules for the workflow
- Design Workflows
- Development and testing of the processing routines
- Deployment of the system to production
- OWMRP user training

### **Mobile Inspection module**

WDS needs a Mobile inspection module for the field inspectors to efficiently record the data collected during the onsite inspections. The collected data will be automatically synchronized to the main WDS database. Implementing mobile module will improve the quality of inspection data and the inspections can be generated and completed in minimum time.

### **TASKS:**

The vendor is expected to perform the following task as part of the enhancements items mentioned above.

- Analysis of the new requirements
- Design online forms and integrate them to WDS System
- Design online forms, changes to screens, business rules, and XML file generation to support the new data requirements
- Development of online forms and necessary changes to existing code
- Test the new and integrated modules
- Deployment of the new modules to production
- User training.

The following resources will be used by the vendor to complete the tasks for the nForm, Workflow to process data submitted using online forms and nSpect mobile modules within the estimated hours below:

Project Manager: 175 hours

Business Analyst: 780 hours

Senior Software Developer: 663 hours

### **DELIVERABLES:**

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

- 1) Requirements document listing the changes and enhancement items
- 2) Prototypes of eforms and the mobile screens
- 3) Program code for Mobile module and online forms module
- 4) Workflows and procedures to process the data submitted using online form

### **ACCEPTANCE CRITERIA:**

OWMRP staff will test the enhancements in Test server and verify if the changes meet the requirements and there are no outstanding issues. On successful completion of User Accepting testing, the final code will be promoted to Production and verified there. Deliverables will not be considered complete until the DTMB Project Manager and the Agency Project Manager have formally accepted them in accordance with the contract specifications

### **PROJECT CONTROL AND REPORTS:**

A monthly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. The progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the month, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.

**SPECIFIC DEPARTMENT STANDARDS:**

Vendor will follow DTMB standards.

**PAYMENT SCHEDULE:**

**PAYMENT SCHEDULE:**

Payment is based on firm fixed price deliverables, the prices of which were calculated using the hourly rates specified below and in Contract #071B92000161, (Appendix E) and upon the written acceptance by the DTMB AND DEQ Project Managers of the deliverables specified above. Contractor agrees to provide the deliverables stated herein for the firm fixed prices quoted herein.

**NForm**

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	75	\$11,250.00	
Business Analyst	\$125.00	330	\$41,250.00	
Senior Software Developer	\$115.00	196	\$22,540.00	
	<b>TOTALS</b>	<b>601</b>	<b>\$75,040.00</b>	

**Workflow to process the data from online forms**

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	25	\$3750.00	
Business Analyst	\$125.00	120	\$15,000.00	
Senior Software Developer	\$115.00	271	\$31,165.00	
	<b>TOTALS</b>	<b>416</b>	<b>49,915.00</b>	

**NSpect**

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	75	\$11,250.00	
Business Analyst	\$125.00	330	\$41,250.00	
Senior Software Developer	\$115.00	196	\$22,540.00	
	<b>TOTALS</b>	<b>601</b>	<b>\$75,040.00</b>	

ROLE	HOURLY RATE	TOTAL HOURS for NForm, NSpect, and Processing online forms	GRAND TOTAL for all Projects
Project Manager	\$150.00	175	\$26,250.00
Business Analyst	\$125.00	780	\$97,500.00
Senior Software Developer	\$115.00	663	\$76,245.00
	<b>TOTALS</b>	<b>1618</b>	<b>\$199,995.00</b>

DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Contracts area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices.

**EXPENSES:**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

**PROJECT CONTACTS:**

The designated Agency Project Manager is:

Rich Conforti, Environmental Engineer  
Department of Environmental Quality  
Office of Waste Management Radiation Protection Division  
Constitution Hall, 4th Floor, South Tower  
525 W. Allegan St.  
Lansing, MI 48909  
(517) 284-6558  
(517) 373-4797 (FAX)  
[conforttir@michigan.gov](mailto:conforttir@michigan.gov)

The designated DTMB Project Manager is:

Sara Raja  
DTMB Customer Service – DEQ/DNR/MDARD  
Hollister Building 5<sup>th</sup> Floor  
106 West Allegan  
Lansing , MI  
517 373 8565  
517 241 8379 (FAX)  
[rajas@michigan.gov](mailto:rajas@michigan.gov)

**AGENCY RESPONSIBILITIES:**

DTMB staff will implement the code to QA servers. DEQ, OWMRP staff will test the solution in QA servers and approve it for Production. The approved code will be promoted to Production by DTMB staff.

**LOCATION OF WHERE THE WORK IS TO BE PERFORMED:**

The work will be performed at the contractor's location, Portland, Oregon. On completion, the contractor will send the code to DTMB. DTMB staff will install and test the code in State of Michigan servers at Lansing.

**EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:**

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm EST, Monday through Friday are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

This purchase order is a release from Contract Number 071B9200161. This purchase order, statement of work, and the terms and conditions of Contract Number 071B9200161 constitute the entire agreement between the State and the Contractor.

Michigan Department of Environmental Quality  
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL  
PROTECTION

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# Waste Data System 2015 Enhancements Proposal

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January 12 2015



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# Version Control

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Version	Author	Date
1.0	Windsor	11/17/14
1.1	Windsor	12/1/14
1.2	Windsor	1/9/15
1.3	Windsor	1/12/15

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# Introduction

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Windsor is pleased to submit this proposal to the Michigan Department of Technology Management and Budget's Statement of Work for the Waste Data System 2015 Enhancements.

The Office of Waste Management and Radiological Protection (OWMRP) has requested a series of enhancements that have present unknown scope or may have unforeseen system impacts. For example, the integration of nForm or nSpect with WDS may necessitate system modifications to consume and process the information in a now automated fashion.

Windsor has presented task estimates based upon past experiences with similar tasks and assuming that significant modifications will not be required of WDS to address the tasks. At the initiation of the project the team will evaluate scope and status of the different unknowns and prioritize the effort accordingly.

Windsor Project Manager will work with the DTMB Project Manager, and OWMRP System Lead, to right size the scope of the tasks to the available system enhancement budget. This may include dropping functionality or whole enhancements, or adding functional scope, such as putting additional forms online in nForm.

# nForm Integration with the Waste Data System:

nForm is an online electronic form submission and management tool, supporting permit applications, license requests, registrations etc. The solution streamlines the regulated communities permit and license application submission process and increases the efficiency of staff managing the overall application process.

nForm has been deployed and is being hosted within Windsor Solution's cloud environment for MDEQ's Office of Environmental Assistance (OEA) to facilitate the FOIA process. OMWRP, will use this deployment of the nForm system, to begin to migrate several of their data collection forms to the Web, and allow for online collection of the data. The data from these online forms would then be automatically loaded to the OWMRP's Waste Data System (WDS).

The first two forms that are targeted for migration to the Web and integrated with WDS are the:

- Site Identification Form (EQP5150)
- Combined Solid Waste Landfill Waste Receipt Report

Additional forms may be incorporated as priorities and budget permit.

These reporting requirements are a large burden on the OWMRP due to the number of forms received (Site Identification) and the volume of data they contain.

The scope of this effort will include:

- The analysis of integration requirements, including triggers for integration, business rules,
- Design of forms and integration approach,
- Development and testing of the integration routines
- Deployment of the system to production
- OWMRP user training.

Resources used for this enhancement with estimated hours.

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	75	\$11,250.00	
Business Analyst	\$125.00	330	\$41,250.00	
Senior Software Developer	\$115.00	196	\$22,540.00	
	<b>TOTALS</b>	601	\$75,040.00	

# Adjust workflows and system functionality to process the online submissions:

Design, develop and implement workflows to process the data received from the two online forms submitted using nForm. Address any changes to the current system to integrate the data collected online through nForm. Current workflows and system functionality assume the manual receipt and processing of data in WDS. The automated receipt and processing of the data will significantly impact once manual processes and system functionality. This task will address these impacts and make the necessary system changes to adapt to automated data processing.

The scope of this effort will include:

- The analysis of the business rules for the workflow
- Design Workflows and enhanced system functionality
- Development and testing of the processing routines and enhanced system function
- Deployment of the system to production
- OWMRP user training.

Resources used for this enhancement with estimated hours.

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	25	\$3,750.00	
Business Analyst	\$125.00	120	\$15,000.00	
Senior Software Developer	\$115.00	271	\$31,165.00	
	TOTALS	416	\$49,915.00	

# nSpect Integration with the Waste Data System:

nSPECT is a device-independent mobile inspection application that can be used by a wide variety of field inspectors, including health departments, building inspectors, and other regulatory agency personnel to quickly and efficiently conduct onsite inspections. nSPECT has been designed to provide inspectors maximum flexibility and ease of use.

nSPECT is a cutting edge mobile inspection application that was designed by and for field inspectors. nSPECT has been designed to serve both the needs of the small organization as well as enterprise-level applications, integrating with corporate scale data systems.

nSpect will be used to collect and manage inspection information while in the field on mobile devices. The data would then be automatically synchronized and integrated into WDS when the inspector marks the inspection as complete. The nSpect system can be used to generate inspection reports that document the results of the inspection. In addition the data that is generated within nSpect will ultimately flow from WDS to the USEPA via the Exchange Network. The State of Kansas uses nSpect in a similar manner for the same subject area and has seen a significant reduction in effort to generate and complete inspections, in addition to higher data quality and timeliness.

The scope of this effort will include:

- The analysis of integration requirements, including triggers for integration, business rules
- Design of forms and integration approach
- Development and testing of the integration routines
- Deployment of the system to production
- OWMRP user training

Resources used for this enhancement with estimated hours

ROLE	HOURLY RATE	HOURS	TOTAL	
Project Manager	\$150.00	75	\$11,250.00	
Business Analyst	\$125.00	330	\$41,250.00	
Senior Software Developer	\$115.00	196	\$22,540.00	
	<b>TOTALS</b>	<b>601</b>	<b>\$75,040.00</b>	

# Project Estimate Summary

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Windsor reserves the right to allocate hours across roles and tasks as the project scope and conditions demand. The overall cost for the effort will not exceed the project total of \$200,000. The project team will prioritize the scope of the project to ensure that the effort fits within the defined budget. Any changes to the estimated hours for nForm, or nSpect integration must be approved by the DTMB Project Manager in writing prior to work commencing.

ROLE	HOURLY RATE	TOTAL HOURS for nForm, nSpect, and Integration	GRAND TOTAL for all Projects	
Project Manager	\$150.00	175	\$26,250	
Business Analyst	\$125.00	780	\$97,500	
Senior Software Developer	\$115.00	663	\$76,245	
	<b>TOTALS</b>	1618	\$199,995	

# Project Deliverables

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The following is Windsor's response to the deliverables specified in the DTMB issued Statement of Work. This list of deliverables is contingent on the final scope of the effort as determined by the initial requirements gathering and scope refinement efforts.

## Requirements document listing the changes and enhancement items

Response:

Windsor will work the project team to refine the project scope to address the needs of the division. To accomplish this a requirements document will be delivered for review and approval by the team. This requirements document will likely require prioritization to ensure that the scope of effort can fit within the project budget. Additionally, the prioritization will be revisited at the conclusion of each prioritized task to ensure that the remaining requirements can be addressed by the remaining project budget.

## Prototypes of eforms and the mobile screens

Response:

nForm and nSpect are both products that provide a suite of data collection tools with associated screen designers. Windsor will work with the OWMRP staff to migrate and design their forms into nSpect and nForm. The resulting forms will be working data collection forms for testing and refinement by staff. No prototyping is required.

## Program code for Mobile module and online forms module

Response:

nSpect and nForm are solely owned products of Windsor Solutions. Therefore product source code is not provided to the state. Any enhancements to the products necessary to meet MDEQ's needs will be integrated into the product source code for which Windsor will maintain ownership.

Windsor will deliver source code and acknowledge ownership rights to the State of Michigan for all artifacts developed to integrate WDS with either nForm or nSpect. The State or its designees may maintain and update the integration artifacts as needed.

Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B9200161**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions, Inc. 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	Craig Austin	Craig_austin@windsorsolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(515) 675-7833 ext.215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dave Borzenski	517-241-4652	<a href="mailto:borzenskid@michigan.gov">borzenskid@michigan.gov</a>
BUYER	DTMB	Barb Suska	517-284-7026	<a href="mailto:suskab2@michigan.gov">suskab2@michigan.gov</a>

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March 3, 2009	March 15, 2012	3, 1 Year Options	March 15, 2015	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6 months	Sept. 15, 2015.
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$12,500.00		\$1,755,900.00		

Effective August 29 2014, per Ad Board Resolution 2014-1, this contract is hereby extended for six (6) months beyond the options years. The new contract end date is September 15, 2015. Contract is also increased by \$12,500.00. New contract value is \$1,755,900.00. Pricing per attached for maintenance for the period of 3/15/15-09/15/15. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

**Windsor Solutions**  
4386 SW Macadam Ave  
Portland, OR 97386v



**WINDSOR**  
SOLUTIONS

Environmental +  
Health Information  
Systems

August 26<sup>th</sup>, 2014

Bryce Feighner  
Office of Waste Management and Radiological Protection  
Constitution Hall  
525 W Allegan  
Lansing, MI

Mr. Feighner:

Windsor Solutions, Inc agrees to the proposed 6 month extension of contract #071B9200161, for the maintenance of the Waste Data system (WDS). We agree to extend the contract for the period of 03/15/2015 – 09/15/2015. The cost for maintenance during this period will be \$12,500. All maintenance activities will continue to under the framework established in the contract.

*Sincerely,*

A handwritten signature in black ink that reads "Shatson." The signature is written in a cursive, flowing style with a period at the end.

*Vice President*

Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
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	TELEPHONE	CONTRACTOR #, MAIL CODE
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BUYER	DTMB	Barb Suska	517-284-7026	<a href="mailto:suskab2@michigan.gov">suskab2@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Michigan Waste Data System (WDS) Rebuild Project 2008			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 3, 2009	March 15, 2012	3, 1 Year Options	March 15, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	March 15, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$1,743,400.00		

Effective immediately, this Contract is utilizing the second option year per vendor acceptance letter dated 04/16/2014 and email dated 04/18/14. The new end date is March 15, 2015.  
 All other terms, conditions, specifications, and pricing remain the same.  
 Per vendor agreement and DTMB Procurement approval.



Rich Conforti  
Michigan DEQ  
P.O. Box 30241  
Lansing, MI 48909-7760

April 16, 2014

Mr. Conforti,

Pursuant to preparation of a purchase order for 2014 against Michigan DEQ contract #071B9200161, I am pleased to confirm that Windsor agrees to continue to execute contract #071B9200161 for the WDS System Redevelopment project according to the terms, conditions and cost structures described therein.

Please let me know if you have any questions.

Sincerely,

Guy Outred  
President

A handwritten signature in blue ink, appearing to read "Guy Outred", is written over a horizontal line.

**CONTACT**

4386 SW Macadam Ave  
Suite 101  
Portland, OR 97239

**TEL** (503) 675-7833

**FAX** (503) 675-7804

**MAIL** info@windsorsolutions.com

[www.windsorsolutions.com](http://www.windsorsolutions.com)

Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

**CHANGE NOTICE NO. 4**  
 to  
**CONTRACT NO. 071B9200161**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions, Inc. 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	Craig Austin	Craig_austin@windsorsolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(515) 675-7833 ext.215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB			
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Michigan Waste Data System (WDS) Rebuild Project 2008			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 3, 2009	March 15, 2012	3, 1 Year Options	March 15, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	March 15, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$1,743,400.00		
Effective immediately, this Contract is utilizing the first option year. The new end date is March 15, 2014.				
All other terms, conditions, specifications, and pricing remain the same.				

**Per vendor agreement and DTMB Procurement approval.**

Form No. DTMB-3521 (Rev. 4/2012)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

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

**CHANGE NOTICE NO. 3**  
 to  
**CONTRACT NO. 071B9200161**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Windsor Solutions, Inc. 4386 SW Macadam Ave, Suite 101 Portland, OR 97239	Craig Austin	Craig_austin@windsorsolutions.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(515) 675-7833 ext.215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Peter Devlin	517-241-8515	
BUYER	DTMB	Reid Sisson	517-241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Michigan Waste Data System (WDS) Rebuild Project 2008			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 3, 2009	March 15, 2012		March 15, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		March 15, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1,743,400.00		

Effective January 29, 2013, the attached revised Appendix E is hereby added to the contract. All other terms and conditions remain the same. Per DTMB Procurement approval.



**Appendix E (REVISED)****Cost Table****Appendix E****Cost Tables for Section 1.104: Work and Deliverables**

The contractor shall submit a firm fixed price for each of the following:

1. Work and deliverables Phases I through VII (include all of Section 1.104 and Appendix C and D)
2. Maintenance and support (fixed annual cost)
3. Future enhancements.

The price for the first item above, "1. Work and Deliverables Phases I through VII" will be allocated by the percentages shown below to arrive at the milestone payment for that deliverable.

In addition to these two fixed prices described above, the contractor is to provide fully loaded hourly rates for staff that are committed for future enhancements. See notes below for further detail on these rates.

<b>1. Work and Deliverables Services to be Provided</b>		<b>Enter details of labor hours and costs for the services provided for each of the work products listed. See section 1.104 for further information on work items.</b>	<b>State's Estimated Percent of Cost</b>	<b>Payment Amount (Negotiated with Contact)</b>
<b>Example:</b> Sample Work Product		PM hrs: 22, BA hrs: 47, Developer hrs: 122	3%	\$28,325.00
<b>Phase I: Project Planning</b> (Refer to Section 1.104)				
1.	Conduct one project kickoff meeting.	The State will not pay for the kickoff meeting.	0%	\$0.00
2.	Project Plan for Phase II-VII work	PM hrs: 85, Sr BA hrs: 69, BA hrs: 34, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$25,000
3.	Project Schedule for Phase II-VII work	PM hrs: 42, Sr BA hrs: 34, BA hrs: 17, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$12,500
4.	Project Plan for Section 1.104, Item I.4 work	PM hrs: 21, Sr BA hrs: 17, BA hrs: 8, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$6,250
5.	Project Schedule for Section 1.104, Item I.4 work	PM hrs: 21, Sr BA hrs: 17, BA hrs: 8, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$6,250
<b>Phase I Total</b>		PM hrs: 169, Sr BA hrs: 137, BA hrs: 67, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0	<b>5%</b>	<b>\$50,000</b>
<b>Phase II: Requirements Verification and Validation</b> (Refer to Section 1.104)				
1.	Business Requirements Document	PM hrs: 95, Sr BA hrs: 235, BA hrs: 208, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:49		\$71,500
2.	Requirements Traceability Matrix	PM hrs: 37, Sr BA hrs: 90, BA hrs: 80, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:19		\$27,500
3.	Technical Requirements Document	PM hrs: 15, Sr BA hrs: 36, BA hrs: 32, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:8		\$11,000
<b>Phase II Total</b>		PM hrs: 147, Sr BA hrs: 361, BA hrs: 320, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:76	<b>15%</b>	<b>\$110,000</b>
<b>Phase III: Design of the New System</b> (Refer to Section 1.104)		Cost adjustments reflect assumption that scope of project will be limited to that which		

		is described in the RFP and the pre-identified enhancements outlined in Appendix C.		
1.	Design Document	PM hrs: 135, Sr BA hrs: 284, BA hrs: 314, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 18, TA hrs:56		\$97,500
2.	Work Breakdown Structure (WBS)	PM hrs: 21, Sr BA hrs: 44, BA hrs: 48, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 3, TA hrs:9		\$15,000
3.	Training Plan	PM hrs: 31, Sr BA hrs: 66, BA hrs: 72, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 4, TA hrs:13		\$22,500
4.	Technical Operations and Maintenance documentation for supporting the production environment	PM hrs: 21, Sr BA hrs: 44, BA hrs: 48, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 3, TA hrs:9		\$15,000
<b>Phase III Total</b>		PM hrs: 208, Sr BA hrs: 438, BA hrs: 482, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 28, TA hrs:87	<b>15%</b>	<b>\$150,000</b>
<b>Phase IV: Development of the New System</b> (Refer to Section 1.104)		Cost adjustments reflect assumption that scope of project will be limited to that which is described in the RFP and the pre-identified enhancements outlined in Appendix C.		
1.	Development Document	PM hrs: 9, Sr BA hrs: 42, BA hrs: 46, DA hrs: 25, Sr Dev hrs: 127, Dev hrs: 206, TA hrs:25		\$51,920
2.	Test Plan	PM hrs: 9, Sr BA hrs: 42, BA hrs: 46, DA hrs: 25, Sr Dev hrs: 127, Dev hrs: 206, TA hrs:25		\$51,920
3.	<b>Interim Code Review Costs (total)</b>	<b>PM hrs: 74, Sr BA hrs: 335, BA hrs: 370, DA hrs: 201, Sr Dev hrs: 1017, Dev hrs: 1645, TA hrs:199</b>		<b>\$415,360</b>
3.a	Interim Code Review (1)			\$103,840
3.b	Interim Code Review (2)			\$103,840
3.c	Interim Code Review (3)			\$103,840
3.d	Interim Code Review (4)			\$103,840
<b>Phase IV Total</b>		PM hrs: 92, Sr BA hrs: 419, BA hrs: 462, DA hrs: 251, Sr Dev hrs: 1271, Dev hrs: 2057, TA hrs:249	<b>20%</b>	<b>\$519,200</b>
<b>Phase V: Testing of the New System</b> (Refer to Section 1.104)		Cost adjustment reflects assumption that responsibilities for testing the system will be shared between both Windsor and the WHMD project team		
1.	Interactive Web Tracking Page	PM hrs: 3, Sr BA hrs: 13, BA hrs: 9, DA hrs: 8, Sr Dev hrs: 19, Dev hrs: 10, TA hrs:3		\$7,460
2.	Test Results Document	PM hrs: 42, Sr BA hrs: 192, BA hrs: 138, DA hrs: 124, Sr Dev hrs: 288, Dev hrs: 156, TA hrs:43		\$111,900
3.	Conversion Test Results Document	PM hrs: 6, Sr BA hrs: 26, BA hrs: 18, DA hrs: 17, Sr Dev hrs: 38, Dev hrs: 21, TA hrs:6		\$14,920
4.	Data Transfer Test Results Document	PM hrs: 6, Sr BA hrs: 26, BA hrs: 18, DA hrs: 17, Sr Dev hrs: 38, Dev hrs: 21, TA hrs:6		\$14,920
<b>Phase V Total</b>		PM hrs: 57, Sr BA hrs: 257, BA hrs: 183, DA hrs: 166, Sr Dev hrs: 383, Dev hrs: 208, TA hrs:58	<b>15%</b>	<b>\$149,200</b>

<b>Phase VI: Placing the New System in Production</b> (Refer to Section 1.104)				
1.	Installation and configuration of the new WDS application to the production environment	PM hrs: 12, Sr BA hrs: 43, BA hrs: 21, DA hrs: 10, Sr Dev hrs: 53, Dev hrs: 26, TA hrs:1		\$18,750
2.	Provision of all system interfaces/integration required in the WDS production environment	PM hrs: 7, Sr BA hrs: 26, BA hrs: 13, DA hrs: 6, Sr Dev hrs: 32, Dev hrs: 16, TA hrs:0		\$11,250
3.	Data conversion of all necessary data	PM hrs: 5, Sr BA hrs: 17, BA hrs: 8, DA hrs: 4, Sr Dev hrs: 21, Dev hrs: 10, TA hrs:0		\$7,500
4.	Performance log for the one hundred twenty (120) day production period	PM hrs: 23, Sr BA hrs: 85, BA hrs: 42, DA hrs: 20, Sr Dev hrs: 105, Dev hrs: 52, TA hrs:2		\$112,500
<b>Phase VI Total</b>		PM hrs: 47, Sr BA hrs: 171, BA hrs: 84, DA hrs: 40, Sr Dev hrs: 211, Dev hrs: 104, TA hrs:3	<b>15%</b>	<b>\$150,000</b>
<b>Phase VII: Training and Documentation</b> (Refer to Section 1.104)				
1.	Produce or update WDS documents as described in Section 1.104, Phase VII	PM hrs: 6, Sr BA hrs: 15, BA hrs: 14, DA hrs: 5, Sr Dev hrs: 20, Dev hrs: 26, TA hrs:4		\$10,000
2.	WDS APIs, I/O parameters, ERDs, use cases and process and data flows as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
3.	Documentation of components, features, and use of the hardware/software as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
4.	Bi-Directional Data Flow documentation as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
5.	Web hosting and database system administration training for State MDIT personnel as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
6.	Technical Training Plan as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
7.	Project Closeout documentation and lessons learned as described in Section 1.104, Phase VII.	PM hrs: 6, Sr BA hrs: 15, BA hrs: 14, DA hrs: 5, Sr Dev hrs: 20, Dev hrs: 26, TA hrs:4		\$10,000
<b>Phase VII Total</b>		PM hrs: 22, Sr BA hrs: 60, BA hrs: 53, DA hrs: 20, Sr Dev hrs: 80, Dev hrs: 102, TA hrs:18	<b>15%</b>	<b>\$40,000</b>
<b>Total for Phases I to VII</b>		PM hrs: 787, Sr BA hrs: 2013, BA hrs: 1735, DA hrs: 517, Sr Dev hrs: 2155, Dev hrs: 2602, TA hrs:495	<b>100%</b>	<b>\$1,168,400</b>

<p><b>2. Maintenance and Support:</b> Annual cost of the maintenance and support of the WDS system. The maintenance period will commence upon the completion of the one hundred twenty (120) business day production run and final acceptance of the system by the MDIT Project Manager.</p>	<p>a) These budgets do not assume any enhancements to the system. It is understood that enhancements will be addressed through the 2000 hour budget referenced in the RFP if requested. These budgets also assume that MDIT will also offer support services to the WHMD, and Windsor's maintenance efforts will address those items that the MDIT is unable to address. Maintenance budgets are limited to costs presented. Actual labor hours may be adjusted between resources as the situation demands. b) Maintenance and support for the existing WDS system will be accommodated during the course of the development of the new system and the costs for that support is included in the costs detailed above for Phases I through VII. c) It is assumed that maintenance and support for the new system will commence following the conclusion of the 120 day production period, and this will begin during the third year of the initial contract term. The cost for this support is detailed below as "Year One Maintenance".</p>			
1.	Year One Maintenance	PM hrs: 28, Sr BA hrs: 54, BA hrs: 45, DA hrs: 17, Sr Dev hrs: 72, Dev hrs: 77, TA hrs:21		<b>\$50,000</b>
2.	Year Two Maintenance	PM hrs: 28, Sr BA hrs: 54, BA hrs: 45, DA hrs: 17, Sr Dev hrs: 72, Dev hrs: 77, TA hrs:21		<b>\$50,000</b>
3.	Year Three Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
4.	Year Four Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
5.	Year Five Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
<b>Maintenance and Support Total</b>		PM hrs: 98, Sr BA hrs: 189, BA hrs: 156, DA hrs: 61, Sr Dev hrs: 252, Dev hrs: 268, TA hrs:72		<b>\$175,000</b>
<p><b>3. Future Enhancements:</b> The Contractor may be asked to provide additional hours, but not to exceed 4,000 hours or \$ \$400,000.00, during the term of the contract for enhancements and modifications to the system resulting from state and federal legislative mandates, grant requirements, and changes to the network, security, or system platform such as service packs that require changed in the WDS system for continued functionality. The additional work will be delineated under Change Management (See 1.403 Change Management)</p>				

	<b>Staffing Category</b>	<b>Description and Comments</b>	<b>Firm Fixed Hourly Rate (See Notes 1+2)</b>
1.	Project Manager/Technical Lead		\$ 150.00
2.	Business Analyst		\$ 125.00
3.	Senior Software Developer/Architect		\$ 115.00
4.	Programmer		\$ 95.00
5.	Technical Writer		\$ 75.00
6.	Junior Analyst		\$ 95.00
<b>Reserved Bank of Hours</b>		Estimated at 4000. See Notes 1 & 2 Below	
<b>Total Not to Exceed Amount for Future Enhancements</b>			<b>\$ \$400,000.00</b>

**Notes:**

1. Hourly rates quotes are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. "Estimated Hours" are non-binding and will be used at the State's discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be utilized as fixed rates for responses to separate statements of work.

2. The State intends to establish funding for up to 4000 hours over the life of the contract. Actual funding for enhancements will occur on a yearly basis and there is no guarantee as to the level of funding available to the project, if any.

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 TECHNOLOGY, MANAGEMENT AND BUDGET September 24, 2011  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B9200161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Windsor Solutions, Inc.</b> <b>4386 SW Macadam Ave, Suite 101</b> <b>Portland, OR 97239</b>  <b>Email: <a href="mailto:craig_austin@windsorsolutions.com">craig_austin@windsorsolutions.com</a></b>	TELEPHONE Craig Austin <b>(505) 675-7833 ext. 215</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1638 <b>Reid Sisson</b>
Contract Compliance Inspector: Peter Devlin (517) 241-8515 <b>Michigan Waste Data System (WDS) Rebuild Project 2008</b>	
CONTRACT PERIOD: From: <b>March 3, 2009</b> To: <b>March 15, 2013</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>	
MISCELLANEOUS INFORMATION:	

**NATURE OF CHANGE(S):**

Effective immediately, this contract is hereby **EXTENDED** to March 15, 2013 and **INCREASED** by \$325,000.00. All other terms and conditions remain the same.

**AUTHORITY/REASON(S):**

Per agency and DTMB Purchasing Operations agreement and the approval of the State Administrative Board on October 18, 2011.

**INCREASE: \$325,000.00**

**Estimated Contract Value: \$1,743,400.00**

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

September 14, 2009

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B9200161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Windsor Solutions, Inc.</b> <b>4000 Kruse Way Place, Bldg 2, Suite 285</b> <b>Lake Oswego, OR 97035</b>  Email: <a href="mailto:craig_austin@windsorsolutions.com">craig_austin@windsorsolutions.com</a>	TELEPHONE Craig Austin <b>(505) 675-7833 ext. 215</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-0239 <b>Jacque Kuch</b>
Contract Compliance Inspector: Peter Devlin (517) 241-8515 <b>Michigan Waste Data System (WDS) Rebuild Project 2008</b>	
CONTRACT PERIOD: From: <b>March 3, 2009</b> To: <b>March 15, 2012</b>	
TERMS <span style="float: right;"><b>N/A</b></span>	SHIPMENT <span style="float: right;"><b>N/A</b></span>
F.O.B. <span style="float: right;"><b>N/A</b></span>	SHIPPED FROM <span style="float: right;"><b>N/A</b></span>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION:	

**NATURE OF CHANGE(S):**

Effective immediately, this contract is hereby **INCREASED** by \$250,000.00. All other terms and conditions remain the same.

**AUTHORITY/REASON(S):**

Per vendor and agency agreement and approval at the 9/14/2009 Ad Board.

**INCREASE: \$250,000.00**

**Estimated Contract Value: \$1,418,400.00**

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

**March 20, 2009**

**NOTICE**  
**OF**  
**CONTRACT NO. 071B9200161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR <b>Windsor Solutions, Inc.</b> <b>4000 Kruse Way Place, Bldg 2, Suite 285</b> <b>Lake Oswego, OR 97035</b>  Email: <a href="mailto:craig_austin@windsorsolutions.com">craig_austin@windsorsolutions.com</a>		TELEPHONE Craig Austin <b>(505) 675-7833 ext. 215</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-0239 <b>Jacque Kuch</b>
Contract Compliance Inspector: Peter Devlin (517) 241-8515 <b>Michigan Waste Data System (WDS) Rebuild Project 2008</b>		
CONTRACT PERIOD: From: <b>March 3, 2009</b> To: <b>March 15, 2012</b>		
TERMS	SHIPMENT	
F.O.B.	SHIPPED FROM	
<b>N/A</b>	<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		
MISCELLANEOUS INFORMATION:		

**Estimated Contract Value: \$1,168,400.00**

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

**CONTRACT NO. 071B9200161  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR <b>Windsor Solutions, Inc.</b> <b>4000 Kruse Way Place, Bldg 2, Suite 285</b> <b>Lake Oswego, OR 97035</b>  Email: <a href="mailto:craig_austin@windsorsolutions.com">craig_austin@windsorsolutions.com</a>	TELEPHONE Craig Austin <b>(505) 675-7833 ext. 215</b> CONTRACTOR NUMBER/MAIL CODE  BUYER/CA (517) 241-0239 <b>Jacque Kuch</b>
Contract Compliance Inspector: Peter Devlin (517) 241-8515 <b>Michigan Waste Data System (WDS) Rebuild Project 2008</b>	
CONTRACT PERIOD: From: <b>March 3, 2009</b> To: <b>March 15, 2012</b>	
TERMS	SHIPMENT
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	
MISCELLANEOUS INFORMATION: <b>The terms and conditions of this Contract are those of ITB #07119200039, 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.</b>  <b>Estimated Contract Value: \$1,168,400.00</b>	

<p><b>FOR THE CONTRACTOR:</b></p> <p style="text-align: center;">Windsor Solutions, Inc.                  _____                  Firm Name</p> <p style="text-align: center;">_____                  Authorized Agent Signature</p> <p style="text-align: center;">_____                  Authorized Agent (Print or Type)</p> <p style="text-align: center;">_____                  Date</p>	<p><b>FOR THE STATE:</b></p> <p style="text-align: center;">_____                  Signature                  Greg Faremouth, Director</p> <p style="text-align: center;">_____                  Name/Title                  IT Division</p> <p style="text-align: center;">_____                  Division</p> <p style="text-align: center;">_____                  Date</p>
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**DEFINITIONS**

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
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 services does not include New Work
API	Application Programming Interface
Audit Period	See Section 2.110
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.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
DMB	Michigan Department of Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated as Key Personnel in response to section 2.062.
New Work	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.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.



Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed by the contractor for the benefit of the State of Michigan.
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	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.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### **1.001 Project Request**

The State of Michigan (SOM), through the Michigan Department of Management & Budget (MDMB), with assistance of the Michigan Department of Information Technology (MDIT) and the Michigan Department of Environmental Quality (MDEQ), has issued this contract for the provision of project management and business requirements to design and develop a replacement for the existing Waste Data System. This new application will be developed in a .NET and XML-based platform and will include interfaces with described applications, identified enhancements, training, maintenance and support; either identified through the business requirements process, as part of a grant requirement, or are legislatively mandated. WDS 2 will comply with State of Michigan Department of Information Technology Development Standards and State-Tribal-US Environmental Protection Agency (EPA) Exchange Network data standards, design rules and conventions as further described below.

The SOM seeks to have services by 3/16/2009. This contract will have a minimum term of three (3) years, with three additional one-year options, to provide continued maintenance and updates of the product while in use by the State. Renewal of the contract will be at the sole discretion of the State.

The SOM will assign a Project Manager to represent MDIT and MDEQ on this project. This Project Manager is the only person authorized to accept or reject work performed by the contractor. This project manager will be referred to as the “MDIT Project Manager”. The MDIT Project Manager will designate a representative to assist with the managing of the day-to-day operations of the project but only the MDIT Project Manager has the authority to approve or accept work by the Contractor.

#### **1.002 Background**

The WDS is the MDEQ-WHMD’s principal integrated database to manage information about regulated facilities (e.g., solid waste, scrap tires, hazardous waste, and liquid industrial waste). The current WDS compiles compliance, handler, permitting/licensing, monitoring, grant, and fee data which is used for a variety of purposes. These include: supplying information necessary for fee collection; to provide requisite program data to the MDEQ-WHMD management; to streamline program tasks that staff are required to complete; and to allow for environmental indicator analysis. Currently, the WDS also interfaces with a number of other MDEQ applications and a US EPA application including:

- MDEQ’s Site Registry data system
- US EPA’s RCRAInfo (Resource Conservation and Recovery Act Information) system
- MDEQ financial and accounting system (Microsoft Navision)

Initial implementation of the WDS, originally the Hazardous Waste Data System (HWDS), began in late spring of 2001 with implementation of the site identification, hazardous waste permitting and corrective action modules, and later implementation of an integrated compliance module (Hazardous, Solid, and Liquid Industrial Waste, and Scrap Tires). In 2002, additional program modules for the Solid Waste, Scrap Tires, and Groundwater (the latter is no longer supported) business areas were added to the system, with reporting to the US EPA’s RCRAInfo (see: <http://www.epa.gov/cdx/rcraft/>) for hazardous waste data implemented within the same time frame. A Hazardous Waste invoicing module was implemented in early 2003 with an interface to the State’s accounts receivable data system, the Microsoft Navision application. Next, the MDEQ-WHMD moved certain key data outside the State firewall, for general public consumption with a public-facing Internet front end. Future permitting and licensing in the State of Michigan may involve the MIBusinessOneStop project initiative, previously named the Michigan Business Services Improvement Initiative (MBSii). Future enhancements to WDS may include modifications to incorporate the Federal e-manifest & Tracking System, which is currently a prototype. The reality of this application and Michigan’s participation is pending e-Manifest legislation authorizing a Federal e-Manifest program. If either the e-Manifest legislation becomes a reality, or MBSii compliance becomes a requirement of WDS Michigan will need additional funding to create this capability. Determining the level of impact on the redevelopment of WDS is not possible at this time and will be re-evaluated during the requirements phase (please refer to Appendix G for further information).



For successful completion, the contractor will:

- Develop a Web-based application to replace the current WDS. The new application must be compliant with SOM technology standards and MDIT supported technologies; thereby enabling the MDIT to provide long-term post-implementation support of the new application. The WDS components include:
  - WDS Data Entry Application
  - WDS Reporting Application
  - WDS Database
  - WDS Internal Inquiry System
  - WDS External Inquiry System
  - Michigan Manifest Tracking System (MMTS)
- Address a long-standing list of already-identified WDS enhancements. In addition, WHMD would like the opportunity to explore additional, as-yet-unidentified system enhancements.
- Migrate the current RCRAInfo translation process from a flat file FTP-based approach to one that uses the new standards established by the Exchange Network. In the future, data would be submitted using an XML based format, exchanging data in an automated fashion between the EPA/CDX Node and the MDEQ Node. This process is intended to be a two-way exchange of data, thereby eliminating the need for several ancillary translation support tools such as the WDS comparison application.
  - The timing of the development and implementation of the XML based RCRAInfo translation mechanisms within WDS is dependent upon EPA's support and implementation of the data exchange. This dependency may necessitate that the project timeline, deliverable and payment structure be adjusted to accommodate this external dependency.
- Establish a long-term support mechanism and relationship with MDIT and WHMD to address current and future system maintenance and enhancement needs.

### **1.100 Scope of Work and Deliverables**

#### **1.101 In Scope**

The contractor will verify and validate the functional requirements, the technical requirements and the pre-identified enhancements that have been developed by MDEQ-WHMD staff. This includes a review of the existing system as well as JAD sessions with stakeholders to determine if all requirements have been fully documented. After the requirements for the new WDS system have been identified, verified and validated, the contractor will design, develop, test, and implement the new system into production at a State of Michigan hosting site, including the complete and successful conversion of data from the existing WDS system.

The Contractor also will provide services to maintain the existing WDS application, while the new application is being developed. (Please see section I.4 for more information)

This project consists of the following high-level components:

1. Project Management
2. Business requirements validation and verification
3. Technical requirements validation and verification
4. Design of the replacement system
5. Development of the replacement system including test plan and test scripts
6. Testing of replacement system in test environment
7. User Acceptance Testing
8. Production, load system to production environment, conversion/migration of data from old system to new WDS
9. Training / Documentation
  - a. User training and documentation
  - b. System Administration training and documentation



## 10. Maintenance and Support

11. Additional enhancements identified through the business requirements process, part of a grant requirement, needed for integration with other applications (e.g., e-Manifest), or legislatively mandated

The State of Michigan may elect to not implement all the recommendations and tasks identified either in the RFP, or subsequent business requirements analysis process, depending on cost or changing program priorities.

A more complete description of the services for this project is located in Section 1.104, Work and Deliverables.

### 1.102 Out Of Scope

Hardware purchase, installation, or maintenance, security administration within Michigan's local-area and wide-area (LAN/WAN) networks and desktop support, are out of the scope of this project.

### 1.103 Environment

The links below provide information on the State's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE). The contractor will conform to State IT policies and standards, including all posted templates. The contractor's conformance is required as a precursor to project deliverable acceptance by the MDIT Project Manager. All services and products provided as a result of this contract must comply with all applicable SOM IT policies and standards in effect at the time this contract is issued.

The Contractor must request any exceptions to State IT policies and standards in accordance with MDIT processes. It will be the responsibility of the State to deny the exception request or seek a policy or standards exception. The contractor is required to review and comply with all applicable links provided below.

#### **Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the MDIT Standard Information Technology Environment and the Tribal-State-USEPA Exchange Network standards, design rules and conventions posted at: [www.exchangenetwork.net](http://www.exchangenetwork.net). Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDIT. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The State's MDIT Project Manager must approve any tools, in writing, before use on any information technology project.

The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The State's MDIT Project Manager must approve any changes, in writing, before work may proceed based on the changed environment.

#### **Enterprise IT Security Policy and Procedures:**

<http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html>

#### **The State's security environment includes:**

- MDIT Single Login
- MDIT provided SQL security database
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

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



Any additional Agency specific security requirements above and beyond the enterprise requirements and standard terms and conditions stated in Article 2 must be provided as part of the Agency Specific Technical Environment.

**IT Strategic Plan:**

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html>

**IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/Look\\_and\\_Feel\\_Standards\\_2006\\_v3\\_166408\\_7.pdf](http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf)

**The State Unified Information Technology Environment (SUITE):**

Includes standards for project management, systems engineering, and associated forms and templates – must be followed: <http://www.michigan.gov/suite>

**Enterprise Architecture (EA) Solution Assessment**

The contractor must coordinate with the MDIT Project Manager to complete the State of Michigan (SOM) EA Solution Assessment Vendor Worksheet during the Project Initiation and Planning phase. This will allow the MDIT Office of Enterprise Architecture to evaluate the proposed solution for standards compliance, Total Cost of Ownership (TCO), and suitability for integration with the SOM's IT environment.

**Agency Specific Technical Environment**

- Current MDEQ WDS Application Environment – see Appendix A – MDEQ - Current WDS Application Environment. While this describes the current application environment, the contractor will be expected to create the new application in a .NET environment using such languages as C#, ASP.net and SQL Server 2005.
- National Environmental Information Exchange Network: [www.networkexchange.net](http://www.networkexchange.net)
- Current MDEQ/MDIT web hosting & network environment – see Appendix B – Application Hosting Services

The Contractor must provide a detailed description of the infrastructure requirements for the software proposed. For example, the database, operating systems (including versions), and hardware required for maximum effectiveness of the software. The contractor must also describe the proposed architecture, technology standards, and programming environment.

The State has adopted the following tools for its Portal Technology development efforts:

- Enterprise IT policies, standards and procedures: <http://www.michigan.gov/dit/0,1607,7-139-34305--,00.html>
- Vignette Content Management and personalization Tool: [http://www.michigan.gov/documents/134001\\_36337\\_7.pdf](http://www.michigan.gov/documents/134001_36337_7.pdf)
- Inktomi Search Engine: [http://www.michigan.gov/documents/134002\\_36339\\_7.pdf](http://www.michigan.gov/documents/134002_36339_7.pdf)
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications: [http://www.michigan.gov/documents/134004\\_36272\\_7.pdf](http://www.michigan.gov/documents/134004_36272_7.pdf)

Unless otherwise stated, the Contractor shall 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, and the e-Michigan Web Development team.

If the contractor is compelled to use alternate tools, they must first receive an exception from MDIT, Enterprise Application Services Office and the e-Michigan Web Development team.



To the extent that the contractor has access to the State computer system, The Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--\\_00.html](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 the Contractor's access to the State system if a violation occurs.

#### **1.104 Work and Deliverables**

**This section includes:**

- I. Services (work) To Be Provided and Deliverables**
- II. Requirements (technical, functional, service levels)**

#### **I. Services (work) To Be Provided and Deliverables**

##### **I.1) Summary of Services (work) to be Performed**

To successfully replace the existing Waste Data System (WDS), the contractor shall complete two main work components. The first and main work component is to design, develop and implement a replacement for the existing Waste Data System (WDS) to a .NET and XML-based platform. This work component consists of seven distinct phases of work, each with its own set of deliverables. (Described in more detail in items I.6 through I.12 of this section.) There are also pre-identified system enhancements that must be incorporated into the seven work phases. (Refer to Item I.5 of this section "Program Area Identified Enhancements" for a complete description).

The second component the contractor is responsible for is to maintain the existing WDS application, while the new application is being developed. This includes work that supports the collection of fees, processing of manifests, site identification forms, solid waste reports, and maintenance of the translation of data to the US EPA's RCRAInfo system. (Refer to Item I.4 of this section "System Maintenance During the Transition to the New Development Process" for a more complete description.)

##### **I.2) Existing System**

The contractor must take an existing data system comprised of a number of applications (See Appendix A) to which:

- New functionality must be added, incorporating the Michigan Manifest Tracking System (MMTS) into the WDS data entry application as a new functional area, (see Definitions in Appendix G for more information on the MMTS)
- System enhancements will be added such as:
  - adding new data elements, data entry screen changes with additional business rules
  - updating and adding data elements to the Custom Reporting Views and Tables. (see Definitions in Appendix G for more information)
  - adding to the administrative tables
- Canned reports will be reviewed and
  - changes will be made to some existing reports
  - some reports will be deleted
  - new reports will be developed
  - output to different applications such as MS WORD will be included
- Update the Custom Reporting Tables (see Definitions in Appendix G for more information) for new data elements and new tables for queries
- All of the applications will be upgraded to a new platform, which is .NET
  - While the WDS application is undergoing new development and upgrading to the latest technology, the Contractor will be responsible to keep the current version of WDS functional during the transition period. (Refer to Item I.4 of this section "System Maintenance during the Transition to the New Development Process"). This includes ensuring that priority systems continue to function. Requirements for changes must be identified and verified with MDEQ-WHMD staff.



### **I.3) Seven Phases of Work and Deliverables**

Phases I-VII will consist of seven distinct phases of work, each with its own set of deliverables, review/approval and invoicing in addition to the work needed to keep the present WDS application operational during the transition from the present to the newly developed system (See Item I.4 of this section “System Maintenance During the Transition to the New Development Process” for a complete description.) These seven phases are discussed in greater detail below. There are also pre-identified system enhancements that must be incorporated into the seven work phases for the redevelopment effort. (Refer to Item I.5 of this section “Program Area Identified Enhancements” for a complete description).

Upon the submission of a deliverable, the MDIT Project Manager will provide written acceptance if all the work and the deliverable has been satisfactorily completed. The contractor may, after receipt of such acceptance, submit an invoice for the deliverable payment. The contractor may commence work on the subsequent phase after acceptance of all deliverables within a Phase. For the purposes of the initial project schedule, submitted with the proposal, the contract included twenty (20) business days for reviews by the SOM. This review period may be reduced for selected deliverable(s), but only at the sole discretion of the MDIT Project Manager. In the event that the work and deliverables are not acceptable to the MDIT Project Manager, the contractor shall correct the issues noted and re-submit by a date, as specified by the Project Manager.

### **I.4) System Maintenance During the Transition to the New Development Process**

The contractor will provide work to maintain the present WDS application as the new application continues to be developed during the seven phases described below. This includes those activities that support the collection of fees, processing of manifests, site identification forms, and solid waste reports and remaining current with the translation of data to the US EPA’s RCRAInfo system on a monthly schedule with any applicable downloads and comparison reports.

The Contractor will develop a separate Project Plan, including a Project Schedule, for the transition work that is necessary to ensure priority systems continue to function and are updated. At a minimum, the plan should address the following:

- Translation of data to the current version of the EPA’s RCRAInfo v4 criteria from the WDS for compliance, handler, permitting and corrective action data
- Continue to implement other changes required for translation to the EPA’s RCRAInfo not on the planned schedule
- Conversion and implementation of current translation from flat files to XML
- Incorporating identified changes required for manifest loads into MMTS and the transfer to the WDS tables, error reports, and e-Manifest
- Keeping the following reports working and updated in the current platform and then after the upgrade to .NET :
  - Invoice report for the collection of Hazardous Waste fees
  - Solid Waste report
  - District Work Plan Report
  - Site Verification Report
  - Manifest Detail Inquiry
- Adding data elements when required by a grant, rule change or legislatively mandated along with any necessary updates to reports, intranet, and tables, including Custom Reporting Views and Tables.

Detailed requirements for this work will be developed during Phase II Requirements Verification and Validation.

The Contractor will be responsible for quality assurance and System Testing of these system maintenance enhancements according to the specifications in Phase V.

### **I.5) Program Area Identified Enhancements**

As specified in Section I.1, the contractor will incorporate the following pre-identified system enhancements into the seven work phases for the redevelopment effort. All deliverables described in section I.5 must also be incorporated into the seven work phases. They are defined here only to assist the contractor in understanding the work to be performed.



## I.5.1) RCRAInfo flow enhancements

### **The Work Description for RCRAInfo flows enhancements**

RCRAInfo flows enhancements must be designed and developed by the contractor, including; Translation, downloads, and comparison report applications for data exchange to and from State-level systems. Functionality of RCRAInfo must be updated to remain current with changes to the US EPA version of RCRAInfo in the current platform. The design of the new application will incorporate the data mapping, data extraction approach and the flow configuration based upon the approved Flow Configuration Document (FCD) published on the Exchange Network registry for this flow. Please refer to <http://www.epa.gov/cdx/rcraft/> for more information.

### **The Contractor's Responsibility for the RCRAInfo flows enhancements.**

- Verify the business requirement findings in the reports prepared during the Business Requirements Analysis Process, Technology Research, and Infrastructure Preparation for the functionality to be implemented, including the use of any applicable Exchange Network protocols, data standards and related requirements (see Phase II below).
- Establish a flow design compatible with the recommended WDS and the Exchange Network standards and guidelines. The design will incorporate the data mapping, the data extraction approach and the flow configuration based upon the approved Flow Configuration Document (FCD) published on the Exchange Network registry for this flow.
- Work with the State of Michigan to create a bi-directional flow of information with the EPA's RCRAInfo systems.
- Map the EPA's RCRAInfo Handler, Permitting, Corrective Action and CME XML schemas (published on the Exchange Network registry. Refer to Section 2.013 for additional information) to the equivalent data structures within MDEQ's Waste Data System (WDS).

### **The State Staff Responsibilities for the RCRAInfo flows and enhancements.**

- The MDIT Project Manager will coordinate with the MDEQ-WHMD Project Coordinator to schedule and attend meetings to continue providing any needed business requirements
- Review documents to verify accuracy and provide corrections and/or comments
- Obtain comments from all stakeholders on the design options based on report recommendations

### **Deliverables for the RCRAInfo flows and enhancements.**

- RCRAInfo Flow Design Document including the RCRAInfo outbound flow components and routines for bi-directional flow
- RCRAInfo Schema Data Mapping Plan document
- A Tribal-State-USEPA RCRAInfo data flow/transfer, functionality and implementation test plan document

### **Acceptance Criteria for RCRAInfo flows and enhancements**

The contractor will incorporate these pre-identified enhancements into the seven work phases for the redevelopment effort. Acceptance, invoicing and payment for these enhancements will also be incorporated into the deliverables for the seven work phases.

## I.5.2) Pre-identified enhancement – Configure environments for the WDS and RCRAInfo

### **The Work Description for Configuring Test and Production Environments:**

The contractor will configure the test and production environments for the WDS conversion and the RCRAInfo Data Flows.

### **The Contractor's Responsibilities for Configuring Test and Production Environments:**

- Production planning meeting agenda and database and web hosting production planning meeting
- Work with state database and web hosting teams to acquire the test and production environments
- System test plan and test scripts provided to web hosting and data base teams. The data flow will be



tested using the EPA CDX test client and other available testing mechanisms. These tests will evaluate the flow operations and the correctness of the submitted XML documents. Once local testing has been completed, test submissions will be sent to EPA via CDX for testing and evaluation by the EPA's RCRAInfo Team.

- The data flow will be tested using the EPA CDX test client and other available testing mechanisms. These tests will evaluate the flow operations and the correctness of the submitted XML documents. Once local testing has been completed, test submissions will be sent to EPA via CDX for testing and evaluation by the EPA's RCRAInfo Team.
- Production system specification verification
- Perform full conversion testing and system test
- Will include Integration Testing to ensure proper inter-operation with all prior software deliverables, interfaces and other components that are intended to inter-operate with this deliverable at implementation and for final review when all applications have been updated. Also, include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.
- Will include Business Function Testing and Technical Testing of this Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within twenty (20) business days before the commencement of Business Function Testing pursuant to this Section, the contractor shall provide the application and the Contractor's test plan for Business Function Testing for State review and written approval.

**State Staff Responsibilities to Configure Test and Production Environments**

- The MDIT Project Manager will coordinate with the MDEQ-WHMD Project Coordinator to provide staff resources and server access needed for testing and production environments
- Review of Source Code for compliance of best practices and contractual requirements
- Work with the Contractor to develop user acceptance test criteria for test scripts
- Validate system installation on test and production environments
- Perform user acceptance testing
- Validate/accept test scripts and testing results
- Signoff on system installation

**Deliverables for Test and Production Environments**

- Test – production-planning meetings with web hosting teams
- Development and provision of test plan and test scripts to state web hosting teams
- Test Handler, Permitting, Corrective Action and CME data flows for Bi-Directional flow between MDEQ WDS and EPA's RCRAInfo data systems

**Acceptance Criteria for Test and Production Environments**

The contractor will incorporate these pre-identified enhancements into the seven work phases for the redevelopment effort. Acceptance, invoicing and payment for these enhancements will also be incorporated into the deliverables for the seven work phases.

**I.5.3) Pre-identified enhancement – Migration and Data Flow Installation and Implementation for the WDS and RCRAInfo**

**The Work Description for Migration and Data Flow Installation and Implementation**

The contractor shall provide the migration and data flow installation and implementation.

**The Contractor's Responsibilities for Migration and Data Flow Installation and Implementation**

- Coordinate tasks for implementation, including scheduling logistics



- Implement and install the data flows

### **State Staff Responsibilities for Migration and Data Flow Installation and Implementation**

- Validate the production environment
- Facilitate the Contractor to implement/install flows according to agreed upon schedule

### **Deliverables for Migration and Data Flow Installation/Implementation:**

- WDS and EPA's RCRAInfo Bi-Directional Flow Production setup plan and schedule
- Data Migration task list for installations
- Production system installed at the MDIT hosting center, tested and validated

### **Acceptance Criteria Migration and Data Flow Installation/Implementation:**

The contractor will incorporate these pre-identified enhancements into the seven work phases for the redevelopment effort. Acceptance, invoicing and payment for these enhancements will also be incorporated into the deliverables for the seven work phases.

## **I.5.4) Pre-identified enhancements – RCRAInfo Bi-Directional Data Flow changes**

### **The Work Description for the RCRAInfo Bi-Directional Data Flow Changes**

The contractor shall provide the RCRAInfo Bi-Directional Data Flow changes and updates per EPA-directed code modifications.

### **The Contractor's Responsibilities for RCRAInfo Bi-Directional Data Flow changes**

- Provide assistance to the MDIT web hosting and database teams and the MDEQ-WHMD program staff with implementation of EPA's scheduled changes to the RCRAInfo Bi-Directional data flow to accommodate the handler, permitting, compliance and corrective action components (with anticipated code modifications).
- Complete the database mapping and implementation required for the EPA's RCRAInfo for version 4x (or the latest recommended by US EPA) so the MDEQ can submit handler, permitting, compliance and corrective action data to EPA via Michigan's Node and CDX
- Develop and provide any applicable data flow end user instructions and training for flow management

### **The State Staff Responsibilities for RCRAInfo Bi-Directional Data Flow changes**

- Provide staff resources and server access as needed for testing and production environments
- Review for compliance with best practices and contractual requirements
- Work with the Contractor to develop user acceptance test criteria using test scripts
- Validate system installation on test and production environments and compatibility to Node 2.0
- Perform user acceptance testing
- Validate/accept test scripts and testing results
- Signoff on system install

### **Deliverables for RCRAInfo Bi-Directional Data Flow changes**

The contractor shall deliver completed, installed, tested and approved RCRAInfo Bi-Directional XML schema, tools and applicable scripts utilizing Michigan's Node for EPA changes to the RCRAInfo Bi-Directional data flow to accommodate the handler, permitting, compliance and corrective action components (with anticipated code modifications).

### **Acceptance Criteria for RCRAInfo Bi-Directional changes**

The contractor will incorporate these pre-identified enhancements into the seven work phases for the redevelopment effort. Acceptance, invoicing and payment for these enhancements will also be incorporated into the deliverables for the seven work phases.



It is mutually understood that provision of the RCRAInfo Bi-Directional Data Flow changes and updates per EPA-directed code modifications must be made in coordination with the USEPA. The contractor will monitor the activities and requirements of the USEPA and coordinate these work activities with the MDIT Project Manager and the MDEQ-WHMD Project Coordinator.

## **I.6) Phase I Project Planning**

### **The Work Description for Phase I - Project Planning:**

This work effort will include planning the project work, holding a kick-off meeting, and development of the planning documents. The amended project plan and the project schedule must be developed, along with a separate project plan for the maintenance work to be performed on the current version of WDS while design, development and testing is underway for the new version of WDS. (See Item I.4 of this section “**System Maintenance During the Transition to the New Development Process**” for further information)

The project plan will incorporate a schedule for all work phases.

### **The Contractor’s Responsibilities for Project Planning:**

- The Contractor will conduct one (1) face-to-face project kickoff meeting with the MDEQ-WHMD and MDIT staff representatives within 30 calendar days from execution of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor.
- The State shall bear no additional cost for the time and travel of the Contractor for attendance at the meeting
- The Contractor will develop the Project plan including a narrative description, the communications plan, the quality management plan, the change management plan, the risk management plan, and a staffing plan. If the contractor chooses to utilize multiple work locations, the communication plan should describe how the project team will communicate between locations. The project plan will also provide an estimate of hours and timing of work required of the SOM staff for this project. See sections 1.103, 1.300 and 1.400 for further information. The Project Plan will be submitted to the MDIT Project Manager and the MDEQ-WHMD Project Coordinator within thirty (30) business days of the award of the Contract for approval. The Project plan must be in agreement with the Work and Deliverables, be periodically updated, and must include any necessary resource substitutions due to change of employment status and other unforeseen circumstances may only be made with prior written approval of the MDIT Project Manager.
- The Contractor will provide the amended Project Schedule including a draft Gantt chart with all work steps related to the services required. The Project Schedule will also include review and revision time frames for documentation (e.g., schedules, plans, and system documentation) and application testing. The initial project schedule provided with the proposal, included twenty (20) business days for the various reviews by the MDEQ-WHMD and MDIT. This may be adjusted as agreed upon between the Contractor, the MDEQ-WHMD Project Coordinator and the MDIT Project Manager.
- The Contractor will host conference calls, facilitate discussions, issue minutes of conference calls & meetings, and provide bi-weekly project status reports
- The Contractor will establish an interactive web tracking system to be used by the Contractor and State staff that will have the ability to record the outcome for addressing project issues and testing results. (For example see Phase V Testing of the new System and 1.401 Issue Management)
- The Contractor will develop a second Project Plan with Project Schedule for maintenance work to be performed on the current version of WDS while design, development and testing is underway for the new version of WDS. This transition work will be necessary to ensure priority systems continue to function and are updated. For example, the translation updates must continue to be made before, during, and after upgrading to XML and using the State node. At a minimum, this plan would address all items described in Item I.4 “System Maintenance During the Transition to the New Development Process.” of this section.
  - It is mutually agreed that there are potentially several interdependencies between maintenance, the WDS redevelopment, and the RCRAInfo flow enhancements. Accordingly, the contractor and MDIT Project Managers will work together to determine the best means to address the project dependencies and priorities, whether it be two distinct plans or an integration of these plans.



### **The State's Responsibilities for Project Planning:**

- Assign a Project Manager to represent MDIT and MDEQ on this project. This Project Manager is the only person authorized to accept or reject work performed by the contractor. This project manager will be referred to as the "MDIT Project Manager"
- The MDIT Project Manager is responsible for accepting or rejecting the deliverables for work performed by the Contractor and for submitting payment authorization to the MDIT Contract Administrator (See 1.202)
- The MDIT Project Manager and the MDEQ-WHMD Project Coordinator will identify a team of subject matter experts in the technical area and the program area for the duration of the contract, respectively
- The MDIT Project Manager and the MDEQ-WHMD Project Coordinator will coordinate State resources as needed for the duration of the contract
- The MDIT Project Manager will establish goals and objectives for the system implementation
- The MDIT Project Manager and the MDEQ-WHMD Project Coordinator are to provide the work/meeting area during the Contractor site visits
- All required State staff will attend the project kickoff meeting
- Identify delivery locations and training locations
- Execute project closeout procedures

### **Deliverables for Phase I Project Planning**

The Contractor shall submit the following to the MDIT Project Manager and the MDEQ-WHMD Project Coordinator:

- I. Project Plan
- II. Project Schedule
- III. Project Plan for the work described in the System Maintenance During the Transition to the New Development Process, Item I.4 of this section.
- IV. Project Schedule for the work described in the System Maintenance During the Transition to the New Development Process, Item I.4 of this section.

### **Acceptance Criteria for Phase I Project Planning**

If the deliverable documents for this phase are in accordance with the SUITE methodology and templates (see section 1.103) and are acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance. The Contractor shall not commence work on Phase II work until they have received written acceptance of all deliverables required under Phase I.

Upon receipt of the MDIT Project Manager's written acceptance of all Phase I work deliverables, the Contractor may submit an invoice for the payment of deliverables associated with this Phase.

## **I.7) Phase II Requirements Verification and Validation**

### **The Work Description for Requirements Verification and Validation**

Appendices: The requirements itemized in Appendix A, B, C & D are intended to represent a starting point for the Contractor in the development of the new WDS system. The current applications and these requirements are to be the beginning point for the analysis to determine if there are any further functional requirements necessary for the new WDS System including potential enhancements, upgrading to .NET, or removal of some data elements and functionality (i.e., Groundwater data). Additionally, this requirements gathering process should include the analysis of required import and export of data from WDS to and from other systems. Documentation will cover each of the WDS applications separately and how they interact. This will include such things as:

- if a data element is added, where will the data be captured in the WDS data entry application
- what business rule may be necessary for the data capture
- will the data element be used for any select criteria or displayed in any canned report
- will the data be available on the internet and will there be restrictions
- where will the data be displayed on the intranet and will there be security restrictions



- if the data is needed to interface with other application what will be the cross-walk; and
- if an administrative table needs to be updated or a new table added

#### Description of the Business Requirements and Technical Requirements Documents:

- Business Requirements Document – A detailed description of the business requirement of the proposed new system based on the Contractor’s analysis of the existing system, the functional requirements identified, the pre-identified enhancements, the enhancements documented in the Joint Application Development (JAD) sessions and the Contractor’s experience with similar systems. Additionally, the document will detail enhancements and functionality that can be delayed without critically impacting the whole system.
- Technical Requirements Document - A detailed description of the technical requirements of the proposed new system including a description of the software, hardware, hosting, back-up and disaster recovery, and interaction with the State Network. In instances where multiple options are considered, the document should include a cost benefit analysis of each alternative, including a recommendation and ranking. Additionally, the document will detail enhancements and functionality that can be delayed without critically impacting the overall system.

#### The Contractor’s Responsibilities for Requirements Verification and Validation

The Contractor will hold Joint Application Design (JAD) sessions to verify and validate the documentation on the current system and to document further functional requirements and enhancements necessary for the new WDS System.

- This will include the proper identification of the interaction of the new system with other systems. Examples of the systems that the new WDS system will need to interact/exchange with are: Navision, Site Registry, and the EPA’s RCRAInfo. This includes review of the current WDS translation application, the WDS download application, and the WDS comparison application
- The current reporting application will be analyzed to determine what reports will be upgraded, new functionality that needs to be incorporated (e.g., data elements, select criteria) and any new reports that need development. The analysis will also include a review of the Custom Reporting Views and Tables for necessary updates and changes
- Will review the current web applications and document further functional requirements necessary including potential enhancements
- Review the documents on the WDS database, business processes, and related requirements, (including MDEQ-WHMD organizational structure, WDS program staff roles & responsibilities, data elements, EPA reporting requirements, etc.) and update where necessary
- Identify any functionality and enhancements that could have a delayed implementation without having a critical impact to the WDS system in maintaining its operation. The needs of the MDEQ-WHMD will be prioritized and identified as immediate, continuing, or long term with associated costs
- The Contractor is to update the project plan to include a work plan for the design effort that will be based on the work priorities determined by the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator
- The Contractor is to update the project schedule to more fully define the design effort and to include multiple review sessions wherein the Contractor will demonstrate their progress on the design of the new WDS system

The Contractor shall include, within the bi-weekly status reports, a statement that the project is on schedule or provide a proposed revised schedule. Each status report will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the SOM or, if there is not anything that the contractor is waiting for the status report is to so state. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.



### **The State's Responsibilities for Requirements Verification and Validation**

- Coordinate State of Michigan resources needed
- Provide work area for Contractor's staff when on site
- Provide conference rooms for JAD session(s), when needed
- Define project standards and controls required by the SOM
- The MDIT Project Manager, MDEQ-WHMD Project Coordinator and appropriate program and technical subject matter experts will participate in the JAD sessions
- The MDIT Project Manager and MDEQ-WHMD Project Coordinator will solicit comments from the stakeholders on the business and technical requirements considered during this phase

### **Deliverables for Phase II Requirements Verification and Validation**

The Contractor shall submit the following to the MDIT Project Manager and MDEQ-WHMD Project Coordinator:

- Business Requirements Document
- Requirements Traceability Matrix
- Technical Requirements Documents
- Updated Project Plan
- Updated Project Schedule
- Updated Project Plan for the work described in the System Maintenance During the Transition to the New Development Process, Item I.4 of this section
- Updated Project Schedule for the work described in the System Maintenance During the Transition to the New Development Process, Item I.4 of this section

### **Acceptance Criteria for Phase II Requirements Verification and Validation**

If the deliverable documents are in accordance with the SUITE methodology and templates (see section 1.103) and are acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance. The Contractor shall not commence work on Phase III until they have received written acceptance of all deliverables required under Phase II.

Upon receipt of the MDIT Project Manager's written acceptance of a Phase II work the Contractor may submit an invoice for the payment of deliverables associated with this phase.

## **I.8) Phase III Design of the New System**

### **The Work Description for Design of the New System**

Design of the new WDS application will be in accordance with the Business Requirements Document, the Requirements Traceability Matrix and the Technical Requirements Document that were developed and accepted during Phase II.

This design document will include:

- A detailed description of the new system's functionality, as described in the Business and Technical Requirements documents, defined in Section I.7.
- The software and hardware to be used
- Connectivity to other applicable systems and/or data bases
- A plan and schedule for the provision of source code to the SOM for interim code reviews
- A full description of changes in functionality and enhancements proposed during Phase II and how they will be incorporated into the new design
- The prioritization of development activities as agreed upon between the MDIT Project Manager, the MDEQ-WHMD Project Coordinator and the Contractor's Project Manager.

The following list is to be considered indicative but not all inclusive of the subjects covered by the system design:



- Mock-ups of all screens including their functionality
- Use-case document with all business rules and calculations identified by data element and table
- A list and mock-up of the canned reports in the WDS report application with all business rules and calculations identified by data element and table
- A description of the table structure including a list of all fields in each table including the Custom Reporting Views and Tables
- Documentation of all interfaces to other data systems
- A description of all data flows to and from the new WDS system, including the output to desktop software for Custom Reporting

### **The Contractor's Responsibilities for Design of the New System**

The Contractor will design the new WDS application and produce the design document.

The Contractor shall include, within the bi-weekly status reports, a statement that the project is on schedule or provide a proposed revised schedule. Each status report will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the SOM or, if there is not anything that the contractor is waiting for the status report is to so state. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.

The Contractor shall update the project plan to include a work plan for the development effort (Phase IV).

The contractor must also produce a technical training plan, training and technical knowledge transfer of the system production technical operations and maintenance to the MDIT staff for MDIT hosting support. This must include all applicable Web hosting and database system administration training for SOM MDIT personnel who will be responsible for ongoing maintenance and administration of the system, including network and system security.

### **The State's Responsibilities for Design of the New System**

- The MDIT Program Manager will determine if there is any functionality and/or enhancements proposed during Phase II that will not be implemented at this time, considering MDEQ-WHMD's business needs and priorities
- Monitoring and oversight of the design work by the Contractor
- Answer questions and provide information when requested by the Contractor
- Review any interim deliverables as agreed upon between the MDIT Project Manager and the Contractor's Project Manager
- Provide access to SOM specialists, such security and network, when requested by the Contractor and as agreed by the MDIT Project Manager
- The MDIT Project Manager and MDEQ-WHMD Project Coordinator will discuss bi-weekly status reports with the Contractor's Project Manager

### **Deliverables for Phase III Design of the New System**

The Contractor shall submit the following to the MDIT Project Manager and the MDEQ-WHMD Project Coordinator:

- Design Documents
- Work Breakdown Structure (WBS)
- Updated Project Plan (if applicable)
- Updated Project Schedule (if applicable)
- The Contractor's certification that quality assurance and quality control has been performed in accordance with the quality plan
- The Training Plan including the training schedule
- Documentation of Technical Operations and Maintenance of the production environment for MDIT Hosting Support



### **Acceptance Criteria for Phase III Design of the New System**

If these documents for this phase are in accordance with the SUITE methodology and templates (see section 1.103) and are acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance. The Contractor shall not commence work on Phase IV until they have received written acceptance of all deliverables required under Phase III.

If a product and/or the documentation are not acceptable to the MDIT Project Manager, the SOM shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The SOM shall then have twenty (20) business days to inspect, test and reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the SOM shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to the section of this Contract entitled "Termination."

Upon receipt of the MDIT Project Manager's written acceptance of Phase III work, the Contractor may submit an invoice for the payment of deliverables associated with this Phase.

### **I.9) Phase IV Development of the New System**

#### **The Work Description for Development of the New System**

Development of the new WDS application will be in accordance with the Design Document that was developed in Phase III and as accepted by the DIT Project Manager. The new system will be documented in a development document.

The contractor must develop a test plan to test the new system in the test environment, and include a conversion test wherein the current active data base will be test loaded into the new system in the test environment. Integration testing of each application and a test for data transfer and receipt from other data systems such as the EPA's RCRAInfo, Navision, and Site Registry must be included. The test plan will also include user acceptance testing by MDIT and MDEQ staff using test scripts developed by the contractor and approved by the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator.

The development effort shall be directly based on the Design Document, as accepted in Phase III, (The Design document includes the prioritization of development activities as agreed upon between the MDIT Project Manager, the MDEQ-WHMD Project Coordinator and the Contractor's Project Manager.)

#### **The Contractor's Responsibilities for Development of the New System**

The Contractor is to perform the development of the WDS application and produce the development document. The Work Breakdown Structure delivered in the Design Phase, must be updated to include resource assignments, work package estimates and material changes. Changes in staff assignments are considered material.

Within the first week of the development, the Contractor is to update the project schedule to more fully define the development effort and to include multiple review sessions wherein the Contractor will demonstrate their progress on the development of the new WDS application.

The contractor will provide access to the source code, as it is being developed to allow SOM staff to review the code for compliance with coding and development standards. These interim code reviews must occur according to the design document as accepted in Phase III.

The Contractor shall work with the SOM database and web hosting teams to define the configuration of the test and production environments.

As the development of the new system progresses, the Contractor shall verify that the production system specifications in the Phase II technical requirement document remain accurate.



The Contractor shall develop the source code for the new WDS application such that the system is able to perform as defined in Phase II and incorporated in the design in Phase III. This code is to be written, organized and documented in accordance with accepted industry standards or as superseded by MDIT direction or this document. The Contractor shall provide two paper copies and one electronic copy of the development document that details the code and describes each code function and operation.

1. The Contractor will develop a written test plan with schedule for:
  - A. The integration testing of data transfer with other data systems (i.e., EPA’s RCRAInfo, Navision and Site Registry). This plan will be developed with the MDEQ-WHMD program staff, and the MDIT Project Manager and applicable MDIT staff.
  - B. Unit testing involves testing to a level to ensure the application works. This will be accomplished by the Contractor prior to submitting code to the MDIT and MDEQ-WHMD staff for testing.
  - C. System testing involves validating that all of the functions work in unison. This will be done by the contractor prior to submitting code to the SOM to test.
  - D. Assisting the MDIT staff with stress testing which will involve testing application procedures and functions with the appropriate data load to ensure that the response time is within standards.
  - E. Integration testing to ensure that the components of the system work properly together.

The test plan will also specify the format of an interactive web-tracking log, as part of the web tracking system, used to record testing errors or anomalies by the Contractor and State staff, with the ability to record the outcome for addressing the problem. (Please refer to section I.10 for details)

The contractor will develop test scripts that will thoroughly test the workings of the new WDS system. In addition to testing every different type of transaction that the system would encounter in the normal course of business, the test scripts shall include the incorrect transactions that the system is designed to identify and manage.

2. The Contractor will develop a conversion program to convert the data in the current active database so that it matches the data structure of the database in the new WDS system.

During the development phase of the project, the Contractor shall include, within the bi-weekly status reports, a statement that the project is on schedule or provide a proposed revised schedule. Each status report will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the SOM or, if there is not anything that the contractor is waiting for, the status report is to so state. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.

**The State’s Responsibilities for Development of the New System**

- Monitoring and oversight of the development work by the Contractor
- Answer questions and provide information when requested by the Contractor
- Review any interim deliverables as may be agreed upon among the MDEQ-WHMD Project Coordinator, the MDIT Project Manager and the Contractor’s Project Manager
- Review the source code in accordance with coding and development standards as it is being developed
- Participate in structured walkthroughs of deliverables for this phase
- Participate in the development of test plans, scripts and schedule
- Provide access to SOM specialists, such as security and network specialists, when requested by the Contractor and as agreed to by the MDIT Project Manager

**Deliverables for Development of the New System**

The Contractor shall submit the following to the MDEQ-WHMD Project Coordinator and the MDIT Project Manager:

1. Development Document including:
  - a. The source code
  - b. The conversion program



- c. The load program
2. Test Plan, including test scripts and schedule
3. The Contractor's certification that quality assurance and quality control has been performed in accordance with the quality management plan.
4. Updated Project Plan
  - a. Production startup plan
5. Updated Project Schedule (if applicable)
6. Interim Code Reviews

### **Acceptance Criteria for Development of the New System**

If these documents for this phase are in accordance with the SUITE methodology and templates (see section 1.103) and are acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance for each deliverable. The contractor shall not commence work on Phase V until they have received written acceptance of all deliverables required under Phase IV.

If a product and/or the documentation are not acceptable to the MDIT Project Manager, the SOM shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The SOM shall then have twenty (20) business days to inspect, test and reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the SOM shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to the section of this Contract entitled "Termination."

Upon receipt of the MDIT Project Manager's written acceptance of a Phase IV work for the specific application, the Contractor may submit an invoice for the payment of deliverables associated with this phase.

## **I.10) Phase V Testing of the New System**

### **The Work Description for Testing the New System**

The Contractor will test the new WDS application in accordance with the test plan and schedule, developed in Phase IV for each application component and also test the integrated system. Unless otherwise specified, the Contractor will pre-test the application prior to MDEQ-WHMD program area subject matter experts beginning their testing. The Contractor will establish an interactive web tracking system, with a web-tracking log to record testing errors or anomalies by the Contractor and State staff with the ability to record the outcome for addressing the problem. The Contractor will work with the program area subject matter experts to address any errors or anomalies.

The contractor will produce a test results document, which records the test events, the dates of the events, the test results and the analysis of the results.

### **The Contractor's Responsibilities for Testing the New System**

Prior to commencement of testing, the contractor will conduct a meeting with appropriate SOM staff in order to orient SOM staff on the test methodology and schedule. Due to the multiple responsibilities of SOM specialists it is critical that the contractor adhere to the test schedule as accepted and approved by the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator in Phase IV.

The contractor will conduct the test of the new system in accordance with the approved test plan and the test schedule.. All major changes to the application(s) shall result in testing the entire system (regression testing), in accordance with the approved test plan, to be sure all software functionality is maintained. The definition of a "major" change will be reasonably determined by the MDIT project manager. The contractor shall utilize the test scripts, approved in Phase IV, to perform uniform system-wide testing.



The Contractor will coordinate with the MDIT Project Manager and MDEQ-WHMD Project Coordinator, to configure the application in the test environment after the Contractor has performed successful initial unit testing of the specific application. Then the MDEQ-WHMD program area subject matter experts will begin their user acceptance testing.

The Contractor, MDIT and MDEQ program area experts will test the integration of the new WDS with other applicable data systems in accordance with the test plan and schedule, and will document any test errors or anomalies on the interactive web-tracking log established by the Contractor.

A WDS web tracking system must be established and maintained by the contractor and will have the ability to document the following:

- Production volume
- Load balancing
- Response time
- Up time and down time of the WDS system
- System/application errors
- Errors in data transmission
- Application functionality during this Phase of production
- Analysis of errors and corrective action taken

Test errors and/or anomalies will be reviewed to determine root cause and corrective action. The Contractor is responsible to correct the problem and request a re-test until the State is satisfied with the results. This review, its results, corrective action and re-test will be recorded in the test results document.

During the testing phase of the project, the Contractor shall include, within the bi-weekly status reports, a statement that the project is either on schedule or provide a proposed revised schedule. The status reports will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the MDEQ-WHMD or the MDIT staff or, if there is not anything that the contractor is waiting for, the status report is to so state. The report will also include a discussion of any errors or anomalies on the web-tracking log that have not been addressed. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.

Final quality assurance acceptance testing must be performed at the State-hosting center and will mirror the States production environment. During testing, the State and the Contractor will work together to measure response time. The Contractor will make improvements to the application until the State is satisfied with the response time.

The Contractor will work with the State to test the backup and disaster recovery processes.

### **The State's Responsibilities for Testing the New System**

- The SOM will provide examples of data in the current system in order to assist the contractor in producing test data to enter into the database during the test of the new system. Such example data may be altered in order to obscure the actual names and places
- Monitor and oversee the test work by the Contractor
- Jointly share in the responsibilities for onsite testing of the system in the SOM test environment, in accordance with the agreed upon test plan.
- Answer questions and provide information when requested by the Contractor
- Validate system installation on test and production environments
- Perform user testing and participate in integration testing with the Contractor
- The MDIT Project Manager will assemble the test team in coordination with the MDEQ-WHMD Project Coordinator and the Contractor. The test team will conduct acceptance testing
- The MDIT Project Manager will coordinate server access, security, or the network needed for testing and production environments



### **Deliverables for Testing the New System**

- An interactive web tracking system, with a web tracking log to record testing errors or anomalies
- Test Results document
  - a. Documented results of a conversion test wherein the current active database will be test loaded into the new system in the test environment
  - b. Documented results of a test for data transfer and receipt from the other data systems

### **Acceptance Criteria for Testing the New System**

If the documents for this phase are in accordance with the SUITE methodology and templates (see section 1.103) and are acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance for each deliverable. The contractor shall not commence work on Phase VI until they have received written acceptance of all deliverables required under Phase V.

If a product and/or the documentation are not acceptable to the MDIT Project Manager, the SOM shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The SOM shall then have twenty (20) business days to inspect, test and reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the SOM shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to the section of this Contract entitled "Termination."

Upon receipt of the MDIT Project Manager's written acceptance of Phase V work for the specific application, the Contractor may submit an invoice for the payment of deliverables associated with this phase.

## **I.11) Phase VI Placing the New System in Production**

### **The Work Description for Placing the New System in Production**

The contractor must coordinate with appropriate SOM specialists to load the WDS application onto the production platform. The contractor will also convert the data in the current system and load it into the production environment.

The new WDS application will be run in the production environment for one hundred twenty (120) business days to verify that it performs in accordance with the specifications of the design and development documents. The Contractor and the State staff will monitor the new WDS system during the one hundred twenty (120)-business day production run. A performance log will be maintained during this production run.

The web tracking system, described in Phase V, will also be maintained during this production run.

### **The Contractor's Responsibilities for Placing the New System in Production**

The contractor will conduct planning meetings with appropriate SOM staff regarding production, hosting and the database.

In coordination with the MDEQ-WHMD Project Coordinator, MDIT Project Manager, and SOM specialists, the Contractor will load the new system into the production environment in accordance with the approved development document.

In coordination with the MDEQ-WHMD Project Coordinator, MDIT Project Manager, and SOM specialists, the Contractor will convert the data in the current system to match the format of the new system and then load the data in the new system.

The MDEQ-WHMD Project Coordinator, MDIT Project Manager and SOM specialists will monitor the new WDS system for the one hundred twenty (120) business days production run and will document the following on the web tracking system:

- Production volume

- Load balancing
- Response time
- Up time and down time of the WDS system
- System/application errors
- Errors in data transmission
- Application functionality during this Phase of production
- Analysis of errors and corrective action taken

A copy of the performance log for the prior week shall be provided to the MDIT Project Manager and MDEQ-WHMD Project Coordinator each week and will be placed on the web tracking system.

The web-tracking log will be reviewed by the Contractor, MDEQ-WHMD Project Coordinator and the MDIT Project Manager to determine if the entry is:

- A new function or enhancement which includes any items not logged on the web tracking system during testing or the move to production
- A necessary change due to a change in the:
  - State operating system
  - Grant requirements
  - Regulations
- A problem(s) with the existing system

During this phase, the Contractor shall include, within the bi-weekly status reports, a statement that the project is either on schedule or provide a proposed revised schedule. The status reports will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the MDEQ-WHMD or MDIT staff or, if there is not anything that the contractor is waiting for, the status report is to so state. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.

**The State’s Responsibilities for Placing the New System in Production**

- Monitoring and oversight of the production run will be in coordination with the Contractor
- Answer questions and provide information when requested by the Contractor
- Provide access to SOM specialists when requested by the Contractor and as agreed to by the MDIT Project Manager
- Provide access to SOM facilities and equipment that is necessary to the production run of the new WDS system

**Deliverables for Placing the New System in Production**

- Installation and configuration of the new WDS application to the production environment
- Provision of all system interfaces/integration required in the WDS production environment
- Data conversion of all necessary data
- Performance log, on a weekly basis, for the one hundred twenty (120) business day production period

**Acceptance Criteria for Phase VI Placing the New System in Production**

The contractor shall submit the following to the MDIT Project Manager:

- Final Performance Log for the one hundred twenty (120) business day production period

If the documents for this phase are in accordance with the SUITE methodology and templates (see section 1.103) and the new WDS system’s performance is acceptable to the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, the MDIT Project Manager will provide written acceptance of the new WDS system.



If at any time during the one hundred twenty (120) business day production run, the new WDS system's performance or the interaction of all system components are not acceptable to the MDEQ-WHMD and the MDIT Project Manager; the SOM shall give the Contractor written notice stating why the product is unacceptable.

The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The State shall then have twenty (20) business days to inspect, test and reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the State shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to section 2.150 of this Contract entitled "Termination/Cancellation."

In the event that the performance of the new WDS system is found unacceptable at any time during the one hundred twenty (120) business day production run due to contractor under performance, the contractor then assumes the cost and responsibility of accurately restoring the previous data and saving the newly entered data, while the corrections to the production system are performed. Once the contractor corrects the cause of the unacceptable performance, the MDIT Project Manager may accept the correction and elect to resume the production test run. If the production failure cannot be duplicated during this same period, the vendor shall provide an alternative testing methodology that is satisfactory to the MDIT Project Manager. In the event that the contractor is not able to provide an alternative testing methodology that is satisfactory to the MDIT Project Manager, the SOM shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to section 2.150 of this Contract entitled "Termination/Cancellation."

Upon receipt of the MDIT Project Manager's written acceptance of Phase VI work for the specific deliverables, the Contractor may submit an invoice for the payment of deliverables associated with this phase.

The maintenance period begins upon final written acceptance of the complete WDS system.

**I.12) PHASE VII Training and Documentation**

**The Work Description for Training and Documentation**

The contractor must ensure that all documentation for the new WDS application is current and integrated within the existing WDS documentation.

The contractor shall conduct WDS System user training and provide documentation in accordance with the training plan and training schedule delivered in Phase III, and as approved by the MDIT Project Manager.

**The Contractor's Responsibilities for Training and Documentation**

Make revisions to existing, or create new, WDS documentation for all documents listed below in the "Deliverables for Training and Documentation" section.

Provide training (preferably on-line) and electronic manuals for the MDIT and other appropriate SOM staff in accordance with the training plan and training schedule delivered in Phase III, and as approved by the MDIT Project Manager.

During this phase, the Contractor shall include, within the bi-weekly status reports, a statement that the project is either on schedule or provide a proposed revised schedule. The status reports will include any key decisions and issues discussed during the previous week, if applicable. Each status report is to list any decisions or data that the Contractor is waiting for from the MDEQ-WHMD or MDIT staff or, if there is not anything that the contractor is waiting for, the status report is to so state. The Contractor shall also include other pertinent information impacting the project as may be added by the MDEQ-WHMD or MDIT Project Manager.

**The State Staff Responsibilities Training and Documentation**

- The MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, will identify MDEQ-WHMD area experts for training
- The MDIT Project Manager will identify MDIT technical staff for training



- Provide feedback on all documentation
- Provide and schedule training rooms

### **Deliverables for Training and Documentation:**

- The contractor shall produce or update the WDS documents such as:
  - User and Technical Manuals including applicable Use Case Documents
  - Data Element Dictionary
  - Operations Manual
  - Table Structures and Entity Relationship Diagrams (ERDs), including a list of all fields and their relationships
  - Published Database scripts
  - All canned reports in the new WDS report application with all business rules and calculations identified by data element
  - A description of the table structures, including a list of all fields and their relationships for the Custom Reporting Views and Tables
  - Information flow, function and procedure calls, internal system operations diagrams and descriptions in sufficient detail that they will allow the MDIT staff to debug the new WDS applications without the Contractor's future assistance
  - System-wide documentation and specifications
  - Installation procedures
  - Module configuration documents sufficient for configuration and maintenance purposes
  - Specification documentation
  - Production migration documents
- The WDS Application Program Interface (API) listing properties, methods, input and output parameters, detailed Entity Relationship Diagrams (ERDs), Use Cases and documentation describing the process and data flows
- The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation and most questions can be answered without Contractor support
- Bi-Directional Data Flow End User documents to ensure:
  - The SOM staff's ability to exchange data between the WDS and the EPA's RCRAInfo System
  - The assigned SOM program and technical subject matter experts the ability to exchange data between WDS and the Navision System
  - The SOM staff's, including subject matter experts, ability to exchange data between the WDS and the Site Registry
- Web hosting and database system administration training for State MDIT personnel who will be responsible for ongoing maintenance and administration of the system, including network and system security
- The Technical Training Plan must contain the following:
  - A description of how the Contractor will prepare MDIT staff to assume responsibility for supporting the SOM production system hosting and operation including required MDIT roles and skills that will be needed. The Plan must also include the Contractor roles and responsibilities and knowledge base
  - A plan and schedule that specifies SOM resources required and specific high level tasks for the training and knowledge transfer
  - The training and knowledge transfer for quality assurance testing must be completed 60 business days before the system is released for production use
  - Documentation includes:
    - Complete system documentation
    - User manuals (administrator and authorized user)
    - Training manuals
    - Glossary
- A minimum of two (2) copies of the documentation in electronic format and also two copies in hard copy must be provided. This documentation must also be available online.
- All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet website, accessible to State users, updated regularly, with unique numerical



identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions

- All system, operations, user, change and issue documentation is to be organized in a format, which is approved by the State, facilitates updating and allows for revisions to the documentation to be clearly identified including the three (3) previous versions
- Project Closeout documentation and lessons learned as described by the following link:  
<http://www.michigan.gov/suite>

### **Acceptance Criteria for Training and Documentation:**

If the documentation for this phase is in accordance with the SUITE methodology and templates (see section 1.103) and upon approval of all documents and the required training, the MDIT Project Manager, in coordination with the MDEQ-WHMD Project Coordinator, will provide written acceptance of the deliverables for this Phase.

Upon receipt of the MDIT Project Manager's written acceptance of Phase VII work for the specific deliverables, the Contractor may submit an invoice for the payment of deliverables associated with this phase. All training manuals, training plans and other documentation provided become the property of the State.

### **I.12.1 Maintenance and Support**

The contractor will provide replacement copies, code patches, or corrective services to correct any error, malfunction or defect in the WDS system. All associated documentation must be also be updated.

Software Maintenance and Support will include but are not limited to:

1. System Maintenance
2. Help Desk
3. Adaptive and Preventive Maintenance
4. Performance Maintenance
5. System Enhancement
6. Documentation Update

Maintenance does not include professional services to modify, customize or enhance software functionality to meet specific SOM business requests. Maintenance efforts assume that MDIT will also offer support services first to the WHMD, and the contractors maintenance efforts will address those items that the MDIT is unable to address.

Maintenance efforts are limited to costs presented in Appendix E, 2. Maintenance and Support, of this contract.

Actual labor hours may be adjusted between resources as the situation demands.

Hardware maintenance is outside the scope of this project.

The maintenance period will commence upon the completion of the one hundred twenty (120)-business day production run and final acceptance of the system by the MDIT Project Manager.

### **I.12.2 Training and Transition to future MDIT Full Support**

The contractor will assist with the transition for MDIT to assume full responsibility to support the solution by an agreed upon date prior to the expiration of this contract. The contractor will perform maintenance and enhancement activities, and at the same time train the MDIT staff to gradually take over full support. The contractor will develop a transition plan to be agreed upon with the SOM.

### **I.12.3 Future Enhancements**

The contractor shall commit to providing professional services to implement enhancements for the duration of the contract as it may be amended. The contractor shall commit to provide personnel in the staffing categories shown in Appendix E.



Future enhancements shall be implemented as follows: The SOM will prepare a statement of work that describes the enhancement and present this to the contractor. The contractor will respond with a proposal of their work plan to implement the enhancement and the number of hours by staffing category to carry out that work. The SOM will review the proposal and, if acceptable, will issue a purchase order for the work.

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

**II. Requirements**

**A. Service Level Agreements**

Refer to Appendix D

**B. Functional Requirements**

Refer to Appendix C

**1.200 Roles and Responsibilities**

**1.201 Contractor Staff Roles and Responsibilities**

**A. Contractor Staff – See Section 2.062, Contractor Key Personnel**

**B. On Site Work Requirements**

**1. Location of Work**

The work is to be performed, completed, and managed as follows: The Contractor will work out of their office. The SOM will provide workspace (work space, telephone, and access to a printer, copier, and fax machine) for the Contractor when on site at SOM offices. The WDS application is hosted in Lansing, where the installation and testing of the new WDS system is to occur.



## 2. Hours of Operation:

- a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

## 3. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

## 4. Additional Security and Background Check Requirements:

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

### 1.202 State Staff Roles and Responsibilities

The State project team will consist of:

- MDEQ Executive Project Sponsor
- MDIT Project Manager
- MDEQ Project Coordinator
- MDEQ and Subject Matter Experts (SME's)
- MDIT Subject Matter Experts (SME's)

#### MDEQ Executive Project Sponsor

The MDEQ Executive Project Sponsor shall be available on an as needed basis. This resource will be solicited for key decisions by the MDEQ Project Coordinator when there is a need to:

- Resolve project issues in a timely manner
- Resolve deviations from the project plan
- Utilize change control procedures

#### MDIT Project Manager

The MDIT will provide a Project Manager, who will be responsible for the State's infrastructure and will coordinate with the MDEQ Project Coordinator and the Contractor in determining the system configuration.

The MDIT Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverables/milestones
- Review and sign-off of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

**MDIT Subject Matter Experts**

MDIT will provide a Subject Matter Expert who will provide technical guidance in cooperation with the MDIT Project Manager to:

- Review the project deliverables
- Participate in testing of the application
- Participate in interim code reviews
- Review use cases and its applicability to the business
- Advise on State of Michigan programming guidelines

**MDEQ Project Coordinator**

The MDEQ Project Coordinator will provide business and technical direction to the contractor and project team. In cooperation with the MDIT Project Manager, the MDEQ Project Coordinator will provide the following services:

- Submit the adjustments in response to legislative or outside agency directives to the contractor
- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate communication between different State departments/divisions
- Provide acceptance and approval of deliverable/milestone
- Review and approval of timesheets and invoices
- Resolve project issues
- Escalate outstanding/high priority issues to the MDEQ Executive Project Sponsor
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Arrange, schedule and facilitate State staff attendance at all project meetings
- Distribution of all documentation, when necessary, to the appropriate project stakeholders

**MDEQ Subject Matter Experts**

The MDEQ Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis and will provide the following services in cooperation with the MDEQ Project Coordinator and MDIT Project Manager:

- Resolve project issues in a timely manner
- Review project deliverables
- Review project plan, status, and issues
- Resolve deviations from the project plan
- Identify potential needs for utilizing change control procedures
- Ensure timely availability of MDEQ resources

Name	Agency/Division	Title	Phone/e-mail
Jeanne L. Irwin	MDIT/Agency Services	Client Services Director	517-241-4652 <a href="mailto:IrwinJ@michigan.gov">IrwinJ@michigan.gov</a>
Larry Bailey	MDIT/Agency Services	MDIT Subject Matter Expert	517-241-7910 <a href="mailto:BaileyL1@michigan.gov">BaileyL1@michigan.gov</a>
Liane Shekter Smith	MDEQ	MDEQ Executive Project Sponsor	517-241-1709 <a href="mailto:ShekterL@michigan.gov">ShekterL@michigan.gov</a>
Elizabeth Bols	MDEQ	WHMD Project Coordinator	616-356-0235 <a href="mailto:BolsE@michigan.gov">BolsE@michigan.gov</a>
Richard Conforti	MDEQ	WHMD Subject Matter Expert – HW PCA, GIS, RCRAInfo	517-241-2108 <a href="mailto:ConfortiR@michigan.gov">ConfortiR@michigan.gov</a>
Jack Schinderle	MDEQ	WHMD Subject Matter Expert – Enforcement and Site ID	517-373-8410 <a href="mailto:SchinderleJ@michigan.gov">SchinderleJ@michigan.gov</a>



Daniel Dailey	MDEQ	WHMD Subject Matter Expert – Hazardous Waste Financial	517-335-6610 <a href="mailto:DaileyD@michigan.gov">DaileyD@michigan.gov</a>
Jeanette Noechel	MDEQ	WHMD Subject Matter Expert – HW and LIW Transporters	586-753-3846 <a href="mailto:NoechelJ@michigan.gov">NoechelJ@michigan.gov</a>
Noelle Grain	MDEQ	WHMD Subject Matter Expert - CME	568-753-3842 <a href="mailto:GrainN@michigan.gov">GrainN@michigan.gov</a>
Connie Pennell	MDEQ	WHMD Subject Matter Expert - HW and LIW Manifests	517-373-1217 <a href="mailto:PennellC@michigan.gov">PennellC@michigan.gov</a>
Julie Blanchard	MDEQ	WHMD Subject Matter Expert – HW User Charges	517-335-3384 <a href="mailto:BlanchardJ@michigan.gov">BlanchardJ@michigan.gov</a>
Julie Vallier	MDEQ	WHMD Subject Matter Expert – Scrap Tires	517-335-4924 <a href="mailto:VallierJ@michigan.gov">VallierJ@michigan.gov</a>
Becky Kocsis	MDEQ	WHMD Subject Matter Expert – Solid Waste Monitoring	517-335-4728 <a href="mailto:KocsisB@michigan.gov">KocsisB@michigan.gov</a>
Margie Ring	MDEQ	WHMD Subject Matter Expert – SW permitting & licensing, financial and reports	517-335-2533 <a href="mailto:RingM@michigan.gov">RingM@michigan.gov</a>

In addition, the following SOM personnel/resources may be required at various stages of the project. The Contractor’s Project Manager must make every effort to provide the SOM with adequate advance notice of when they may be required.

- Systems Analyst
- Database Administrator
- Application Administrator
- User Implementation Coordinator
- Network Administrator
- Remote access to test and production environments
- Other SOM staff/resources as needed

**1.203 Other Roles And Responsibilities – Deleted. Not Applicable**

**1.300 Project Plan**

**1.301 Project Plan Management**

A Preliminary Project Plan was submitted with the contractor’s proposal. A Final Project Plan will be required as stated in this section.

**Orientation Meeting**

Within 10 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

**Performance Review Meetings**

The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor’s performance under the Contract. The meetings will be held in Lansing Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.



## Project Control

1. The Contractor will carry out this project under the direction and control of MDIT.
2. Within 30 business days of the execution of the Contract, the Contractor will submit to the MDIT Project Manager for final approval; the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
  - The Contractor's project organizational structure.
  - The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  - The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
  - The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at: <http://www.michigan.gov/suite>
  - a. 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. The tool shall have the capability to produce:
    - Staffing tables with names of personnel assigned to Contract tasks
    - 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 30 calendar days, updated semi-monthly)
    - Updates must include actual time spent on each task and a revised estimate to complete
    - Graphs showing critical events, dependencies and decision points during the course of the Contract
  - b. 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 standards

## 1.302 Reports

Reporting formats must be submitted to the State's Project Manager for approval within 30 business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

- Bi-weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

## **1.400 Project Management**

### **1.401 Issue Management**

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget. The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue log must be communicated to the MDIT Project Manager and MDEQ-WHMD Project Coordinator on an



agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum 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)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Contractor Team/Technical leads and MDEQ Subject Matter Experts (SME's)

Level 2 – Contractor Project Manager, MDIT Project Manager and MDEQ Project Coordinator

Level 3 – MDEQ Executive Project Sponsor

#### 1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project. The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the SOM's Suite methodology. 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 bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the SOM according to the Risk Management Plan, delivered as part of the Project Plan in Phase I, and will collaborate on the Identification, Qualitative and Quantitative Analysis, and the Response Planning of risks. (Refer to the following link for further information: [http://www.michigan.gov/documents/PMM-06\\_159179\\_7.dot](http://www.michigan.gov/documents/PMM-06_159179_7.dot))

The Contractor is responsible for identification of risks for each phase of the project. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

#### 1.403 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. (Refer to the following link for further information on MDIT's change management standard: [http://www.michigan.gov/documents/PMM-09\\_159187\\_7.dot](http://www.michigan.gov/documents/PMM-09_159187_7.dot))

The State also employs change management in its administration of the Contract.

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

The Contractor must employ change management procedures to handle such things as "out-of-scope" requests or changing business needs of the State while the migration is underway. All change requests must receive approval of the MDIT Project Manager prior to beginning work on the requested change(s).



The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

### **1.500 Acceptance**

#### **1.501 Criteria**

See the Acceptance Criteria identified in Section 1.104, Work and Deliverables for the seven Phases of the project. Acceptance Criteria is based upon the work agreed upon and the plan(s) developed for the work.

#### **1.502 Final Acceptance**

Along with the acceptance criteria identified in Section 1.104, Work and Deliverables, the following requirements of final acceptance apply:

- Documents are dated and in electronic format, compatible with State of Michigan software
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product
- Draft documents are not accepted as final deliverables
- The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices
- MDIT and MDEQ-WHMD will review documents within a mutually agreed upon timeframe
  - a. Approvals will be written and signed by the MDIT Project Manager
  - b. Issues will be documented and submitted to the Contractor
  - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 20 days of receipt

Final acceptance is expressly conditioned upon completion of all deliverables and/or milestones, completion of all tasks in the project plan as approved, completion of all applicable inspection and/or testing procedures, and the certification by the MDIT Project Manager that the Contractor has met the defined requirements.

### **1.600 Compensation and Payment**

#### **1.601 Compensation and Payment**

##### **Method of Payment**

The project will be paid based on a firm, fixed-priced and will be deliverables based. The Costs Table(s) attached (Appendix E) must be used as the format for submitting pricing information.

The contractor must identify all information related, directly or indirectly, to the Contractor's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, or the identification of free services, labor or materials. The Contractor agrees the charges represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed and upon written acceptance by the MDIT Project Manager.

Partial payment for individual deliverables or milestones, based on unpredicted scope changes, may occur upon the mutual agreement between the Contractor's Project Manager and the MDIT Project manager. This agreement must be in writing and is only valid at the sole discretion of the MDIT Project Manager.

The contractor agrees to all the prices, terms, warranties, and benefits provided in this Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If, during the term of this Contract, the Contractor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Contract, the Contractor shall be obligated to provide the same to the State for subsequent purchases.



The Contractor may be asked to provide additional hours, but not to exceed 2,000 hours OR \$200,000.00 during the term of the contract for enhancements and modifications to the system resulting from state and federal legislative mandates, grant requirements, and changes to the network, security, or system platform such as service packs that require changed in the WDS system for continued functionality. The additional work will be delineated under Change Management (See 1.403 Change Management).

The State shall pay maintenance and support charges on a quarterly basis. Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

**Travel**

The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

**Out-of-Pocket Expenses**

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the MDIT Project Manager has agreed in advance and in writing to reimburse Contractor for such an expense at the State’s current travel reimbursement rates.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State’s MDIT Contract Administrator with the reduced prices within fifteen (15) Business Days.

**Statements of Work and Issuance of Purchase Orders**

- Unless otherwise agreed by the parties, each Statement of Work will include:
  1. Background
  2. Project Objective
  3. Scope of Work
  4. Deliverables
  5. Acceptance Criteria
  6. Project Control and Reports
  7. Specific Department Standards
  8. Payment Schedule
  9. Travel and Expenses
  10. Project Contacts
  11. Agency Responsibilities and Assumptions
  12. Location of Where the Work is to be performed
  13. Expected Contractor Work Hours and Conditions
  
- 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. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

**Invoicing**

The contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set up
- Price for each item, or Contractor’s list price for each item and applicable discounts
- Maintenance charges



- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price; and
- Payment terms, including any available prompt payment discount

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

**1.602 Holdback – Deleted - Not Applicable**



## **Article 2. Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

The negotiated contract resulting from this RFP will have a minimum term of three (3) years beginning in Winter/Spring 2009, dependant on the time of final procurement. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in Section 2.150 Termination/ Cancellation) of the Contract, unless otherwise extended under 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.

#### **2.002 Renewal(s)**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 3 additional 1-year periods, at the State's discretion.

#### **2.003 Legal Effect**

The contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

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.

#### **2.004 Attachments & Exhibits**

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

#### **2.005 Ordering**

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.006 Order of Precedence**

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 the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

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 the Contract, which may be modified or amended only by a formal Contract amendment.

#### **2.007 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.

### **2.008 Form, Function & 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.

### **2.009 Reformation and Severability**

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

#### **2.010 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, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

#### **2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

#### **2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, 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.

#### **2.013 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.**

<http://www.archives.gov/federal-register/executive-orders/pdf/12869.pdf>

<http://www.archives.gov/federal-register/codification/executive-order/12549.html>

[http://straylight.law.cornell.edu/uscode/html/uscode31/usc\\_sec\\_31\\_00001352----000-.html](http://straylight.law.cornell.edu/uscode/html/uscode31/usc_sec_31_00001352----000-.html)

<http://www.epa.gov/cdx/rcraft/>

#### **2.020 Contract Administration**

##### **2.021 Issuing Office**

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Michigan Department of Environmental Quality (MDEQ) (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Jacque Kuch, Buyer  
Purchasing Operations  
Department of Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
KuchJ@michigan.gov

(517) 241-0239

**2.022 Contract Compliance Inspector**

The Director of Purchasing Operations directs the person named below, in consultation with the Department of Environmental Quality, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Peter F. Devlin  
 State Of Michigan  
 Department of Information Technology  
 Constitution Hall  
 First Floor, North Tower  
 525 W. Allegan  
 Lansing, MI 48913  
 DevlinP@michigan.gov  
 (517) 241-8515

**2.023 Project Manager**

**The following individuals will oversee the project:**

MDIT Project Manager  
 James C. Alger, PMP  
 Sr. Project Manager, MDIT Agency Services  
 Constitution Hall, 5th Floor  
 525 W. Allegan  
 Lansing, MI 48913  
 AlgerJ2@michigan.gov  
 (517) 241-8096

MDEQ Executive Project Sponsor  
 Liane Shekter Smith  
 Michigan Department of Environmental Quality  
 Assistant Division Chief  
 Constitution Hall, Atrium Level  
 525 W. Allegan  
 Lansing, MI 48913  
 ShekterL@michigan.gov  
 (517) 241-1709

**2.024 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 the Contractor gives notice 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.

- (1) Change Request at State Request  
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").
- (2) Contractor Recommendation for Change Requests:  
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.
- (3) 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.
- (4) By giving Contractor written notice within a reasonable time, the State must 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 must 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").
- (5) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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 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  
Purchasing Operations  
Attention: Jacque Kuch  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

**with a copy to:**

State Of Michigan  
Department of Information Technology  
Attention: Peter F. Devlin  
Constitution Hall  
First Floor, North Tower  
525 W. Allegan  
Lansing, MI 48913

**Contractor:**

Windsor Solutions, Inc.  
Attention: Craig Austin  
4000 Kruse Way Place, Bldg 2, Ste 285  
Lake Oswego, OR 97035

[Craig\\_Austin@windsorsolutions.com](mailto:Craig_Austin@windsorsolutions.com)

(505) 675-7833 ext. 215

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

**2.026 Binding Commitments**

Representatives of the contractor must have the authority to make binding commitments on the contractor's behalf within the bounds set forth in the contract. The contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

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 must be or must 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.

**2.028 Covenant of Good Faith**

Each party must 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.

**2.029 Assignments**



Neither party may assign the Contract, or 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 the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the 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.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

### **2.030 General Provisions**

#### **2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

#### **2.032 Contract Distribution**

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

#### **2.033 Permits**

Contractor must 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 must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

#### **2.034 Website Incorporation**

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

#### **2.035 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 competitive advantage on the RFP.

#### **2.036 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").



### **2.037 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 man-made disaster.

### **2.040 Financial Provisions**

#### **2.041 Fixed Prices for Services/Deliverables**

Each Statement of Work or Purchase Order 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. 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.

#### **2.042 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.

#### **2.043 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.

#### **2.044 Invoicing and Payment – In General**

- (a) 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.
- (b) 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. 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 1.602.
- (c) 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 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government 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.

#### **2.045 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.

#### **2.046 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.

#### **2.047 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.

#### **2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

### **2.050 Taxes**

#### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

#### **2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

### **2.060 Contract Management**

#### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must 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 must 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.

**2.062 Contractor Key Personnel**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work 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.
- (c) 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.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, and personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel 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 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must 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 termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

The contractor has identified their personnel in the staffing plan, see phase I of section 1.104 and included these names on the organization chart Article 1, Attachment A along with the roles for each person.

The Contractor will update when changed, the organizational chart indicating lines of authority and communication for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. In the event that any of the staff shown on the organization chart do not work for the prime contractor, the names of the employing firms must be identified for all staff on the organization chart.

The Contractor’s staff must be able to pass a security clearance check conducted by the Contractor. The Contractor must present certifications evidencing satisfactory background checks and drug tests for all staff identified for assignment to this project. The Contractor is responsible for any costs associated with ensuring their staff meets all requirements.

The Contractor has provided a Single Point of Contact (SPOC) within their organization for project logistics and related duties. The duties of the SPOC shall include, but not be limited to:

- supporting the management of the Contract,
- facilitating dispute resolution, and
- advising the SOM of performance under the terms and conditions of the Contract.



The SOM reserves the right to require a change in the contractor-designated SPOC if the assigned SPOC is not, in the opinion of the SOM, adequately serving the needs of the SOM.

The State of Michigan has identified that the Key Person for this project will be the Project Manager.

All Key Personnel may be subject to the SOM's interview and approval process.

The Contractor's project manager will work closely with the designated personnel from the SOM to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by SOM. The Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues
- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials
- Manage and report on the project's budget

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project, Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must 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 incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel 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.

### **2.065 Contractor Identification**

Contractor employees must 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.

### **2.066 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. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to



activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. 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 the requests for access.

### **2.067 Contract Management Responsibilities**

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. 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 the Project Plan (the preliminary version is in Article 1, Attachment B) is likely to delay the timely achievement of any Contract tasks.

The Contractor will provide the Services/Deliverables 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.

### **2.068 Contractor Return of State Equipment/Resources**

The Contractor must return 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.

### **2.070 Subcontracting by Contractor**

#### **2.071 Contractor full Responsibility**

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.

#### **2.072 State Consent to delegation**

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations 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 SLA for the affected Work will not be counted for a time agreed upon by the parties.

#### **2.073 Subcontractor bound to Contract**

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. 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 is attached.

#### **2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200** in all of its agreements with any Subcontractors.

#### **2.075 Competitive Selection**

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.

### **2.080 State Responsibilities**

#### **2.081 Equipment**

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

#### **2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the 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 the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

### **2.090 Security**

#### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. 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. The 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/dit>. 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.



## **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must 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 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

## **2.093 PCI DATA Security Requirements**

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

## **2.100 Confidentiality**

### **2.101 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 must 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 must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction 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 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) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the 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 the Confidential Information from unauthorized use or disclosure.

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

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions in 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 the 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 the 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 the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must 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.

### **2.105 Respective Obligations**

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

## **2.110 Records and Inspections**

### **2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the 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.

### **2.112 Examination of Records**

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may 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. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the 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.

**2.113 Retention of Records**

Contractor must 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 according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must 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.

**2.114 Audit Resolution**

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

**2.115 Errors**

If the audit demonstrates any errors in the documents provided to the State, then the amount in error must 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 invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

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

**2.120 Warranties**

**2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must 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 neither 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 the items in this Contract, Contractor must 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, must have, or must 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 must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must 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 must 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 the 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 the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the 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 the information not misleading.
- (m) 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 the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

**2.122 Warranty of Merchantability**

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract 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 or on the container or label.

**2.123 Warranty of Fitness for a Particular Purpose**

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

**2.124 Warranty of Title**

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor,

under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.125 Equipment Warranty - Deleted - Not Applicable**

**2.126 Equipment to be New - Deleted - Not Applicable**

**2.127 Prohibited Products - Deleted - Not Applicable**

**2.128 Consequences for Breach**

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

**2.130 Insurance**

**2.131 Liability Insurance**

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the 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 under this Contract.

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

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

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

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

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

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 according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, 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 must 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 must 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 the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must 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 must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.

**2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates").



The Certificate must be on the standard “accord” form or equivalent. **The Contract Number or the Purchase Order Number 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) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured 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.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

## **2.140 Indemnification**

### **2.141 General Indemnification**

To the extent permitted by law, the Contractor must 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 tortuous acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.142 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.

### **2.143 Employee Indemnification**

In any 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 must 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.

### **2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must 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



the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the 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 must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the 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 the 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 has 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; (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.

#### **2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under 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 before expiration or cancellation.

#### **2.146 Indemnification Procedures**

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this



Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

### **2.150 Termination/Cancellation**

#### **2.151 Notice and Right to Cure**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.152 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay 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 are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If 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 must 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 must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

#### **2.153 Termination for Convenience**

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must 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 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract



must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

#### **2.154 Termination for 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 must 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 must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 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 unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the 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 the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must 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. This Section will not preclude Contractor from reducing or stopping Services/Deliverables 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.

#### **2.155 Termination for 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 related to a State, public or private Contract or subcontract.

#### **2.156 Termination for Approvals Rescinded**

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. 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 the written notice.

#### **2.157 Rights and Obligations upon Termination**

- (a) If the State terminates this Contract for any reason, the Contractor must (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) 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 must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the 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) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under 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 under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not 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 may assume, at its option, any 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.

## **2.158 Reservation of Rights**

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

### **2.160 Termination by Contractor**

#### **2.161 Termination by Contractor**

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

### **2.170 Transition Responsibilities**

#### **2.171 Contractor Transition Responsibilities**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or 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. If this Contract expires or terminates, 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 **90 days**. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

#### **2.172 Contractor Personnel Transition**

The Contractor must 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 must 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.

#### **2.173 Contractor Information Transition**

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.

#### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must 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 must, 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.

#### **2.175 Transition Payments**

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. 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 agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

#### **2.176 State Transition Responsibilities**

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations 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.

#### **2.180 Stop Work**

##### **2.181 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 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 must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

##### **2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must 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 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 **Sections 2.024 Change Requests and 2.040 Financial Provisions**.

##### **2.183 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, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the



termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this Section.

## **2.190 Dispute Resolution**

### **2.191 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 must 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 must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's 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 claim and the supporting data are current and complete to Contractor's best knowledge and belief.

### **2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary 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 must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) 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.

(3) 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.

(4) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section 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 under **Section 2.193**.

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

### **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the 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.

### **2.194 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 must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.



## **2.200 Federal and State Contract Requirements**

### **2.201 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, and 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 under 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.

### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under 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, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after 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.

### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must 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 must 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>.

## **2.210 Governing Law**

### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, 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.

### **2.212 Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

### **2.213 Jurisdiction**

Any dispute arising from the Contract must 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 the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the 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.

## **2.220 Limitation of Liability**

### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does 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.

The Contractor's liability for damages to the State is limited to two times the value of the Contract or \$500,000 which ever is higher. The foregoing limitation of liability does 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 is limited to the value of the Contract.

**2.230 Disclosure Responsibilities**

**2.231 Disclosure of Litigation**

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, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) 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; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. 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.

If any Proceeding disclosed to the State under 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:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
  - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
  - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
  - (1) Within 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 must notify DMB Purchasing Operations.
  - (2) Contractor must also notify DMB Purchasing Operations within 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 must also notify DMB Purchase Operations within 30 days whenever changes to company affiliations occur.

**2.232 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 is a material breach of this Contract.



### 2.233 Bankruptcy

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 the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

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 must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

## 2.240 Performance

### 2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to 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 2.241**, Contractor must 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 must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### 2.242 Service Level Agreement (SLA)

- (a) SLAs will be completed with the following operational considerations:
  - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
  - (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
  - (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
  - (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
    - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the



chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

## 2.243 Liquidated Damages

### Unauthorized Removal of any Key Personnel

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 2.141**, 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 is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 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 30 days of shadowing must not exceed \$50,000.00 per individual.

## 2.244 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 the 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 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 is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will 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 the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/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.

## **2.250 Approval of Deliverables**

### **2.251 Delivery of Deliverables**

A list 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") or a Custom Software Deliverable is attached, if applicable. 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 this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable 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 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.

In discharging its obligations under this Section, Contractor shall be at all times (except where the parties agree otherwise in writing) in compliance with Level 3 of the Software Engineering Institute's Capability Maturity Model for Software ("CMM Level 3") or its equivalent.

### **2.252 Contractor System Testing**

Contractor will be responsible for System Testing each Custom Software Deliverable in Contractor's development environment prior to turning over the Custom Software Deliverable to the State for User Acceptance Testing and approval. Contractor's System Testing shall include the following, at a minimum, plus any other testing required by CMM Level 3 or Contractor's system development methodology:

Contractor will be responsible for performing Unit Testing and incremental Integration Testing of the components of each Custom Software Deliverable.

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

Contractor's System Testing will also include Business Function Testing and Technical Testing of each Application in a simulated production environment. Business Function Testing will include testing of full work streams that flow through the Application as the Application will be incorporated within the State's computing environment. The State shall participate in and provide support for the Business Function Testing to the extent reasonably requested by Contractor. Within ten (10) days before the commencement of Business Function



Testing pursuant to this Section, Contractor shall provide the State for State review and written approval Contractor's test plan for Business Function Testing.

Within five (5) Business Days following the completion of System Testing pursuant to this **Section**, Contractor shall provide to the State a testing matrix establishing that testing for each condition identified in the System Testing plans has been conducted and successfully concluded. To the extent that testing occurs on State premises, the State shall be entitled to observe or otherwise participate in testing under this Section as the State may elect.

### **2.253 Approval of Deliverables, In General**

All Deliverables (Written Deliverables and Custom Software Deliverables) 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, in the case of Custom Software Deliverables, will include the successful completion of State User Acceptance Testing, 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.

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable (e.g., software, associated documentation, and other materials) have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable and the applicable certification by Contractor in accordance with this Section.

The State will approve in writing a Deliverable upon confirming that it conforms to and, in the case of a Custom Software Deliverable, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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 that remain outstanding at the time of State approval.

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, 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 this 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 and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). 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.

The State, at any time and in its own discretion, may halt the User Acceptance Testing (UAT) or approval process if such process reveals deficiencies in or problems with a Deliverable 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 return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.



Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent O on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if the Application of which the subsequent Deliverable is a component otherwise fails to be accepted pursuant to **Section 2.080**.

#### **2.254 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 Written 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 Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) 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 Written 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 Written Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.255 Process for Approval of Custom Software Deliverables**

The State will conduct UAT of each Custom Software Deliverable in accordance with the following procedures to determine whether it meets the criteria for State approval – i.e., whether it conforms to and performs in accordance with its specifications without material deficiencies.

Within thirty (30) days (or such other number of days as the parties may agree to in writing) prior to Contractor's delivery of any Custom Software Deliverable to the State for approval, Contractor shall provide to the State a set of proposed test plans, including test cases, scripts, data and expected outcomes, for the State's use (which the State may supplement in its own discretion) in conducting UAT of the Custom Software Deliverable. Contractor, upon request by the State, shall provide the State with reasonable assistance and support during the UAT process.

For the Custom Software Deliverables listed in **Exhibit C**, the State Review Period for conducting UAT will be as indicated in **Exhibit C**. For any other Custom Software Deliverables not listed in **Exhibit C**, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

The State's UAT will consist of executing test scripts from the proposed testing submitted by Contractor, but may also include any additional testing deemed appropriate by the State. If the State determines during the UAT that the Custom Software Deliverable contains any deficiencies, the State will notify Contractor of the deficiency by making an entry in an incident reporting system available to both Contractor and the State. Contractor will modify promptly the Custom Software Deliverable to correct the reported deficiencies, conduct appropriate System Testing (including, where applicable, Regression Testing) to confirm the proper correction of the deficiencies and re-deliver the corrected version to the State for re-testing in UAT. Contractor will coordinate the re-delivery of corrected versions of Custom Software Deliverables with the State so as not to disrupt the State's UAT process. The State will promptly re-test the corrected version of the Software Deliverable after receiving it from Contractor.



Within three (3) business days after the end of the State Review Period, the State will give Contractor a written notice indicating the State's approval or rejection of the Custom Software Deliverable according to the criteria and process set out in this **Section**.

## **2.256 Final Acceptance - Reserved see Section 1.502 Final Acceptance**

### **2.260 Ownership**

#### **2.261 Ownership of Work Product by State**

The State owns all Deliverables, as they are work made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

#### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, 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 the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

#### **2.263 Rights in Data**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The 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 the Contractor. No employees of the 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, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under 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 may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### **2.264 Ownership of Materials**

The State and the 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.

### **2.270 State Standards**

#### **2.271 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>.

### **2.272 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>. 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.

### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the MDIT Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

#### **2.280 Extended Purchasing - Reserved**

**2.281 MiDEAL (Michigan Delivery Extended Agreements Locally) - Deleted - Not Applicable**

**2.282 State Employee Purchases - Deleted - Not Applicable**

#### **2.290 Environmental Provision - Reserved**

**2.291 Environmental Provision - Deleted - Not Applicable**

#### **2.300 Deliverables**

### **2.301 Software**

**Exhibit C** lists of the items of software the State is required to purchase for execution of 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.

### **2.302 Hardware**

**Exhibit B** lists the items of hardware the State is required to purchase for execution of 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.

**2.303 Equipment to be New - Deleted - Not Applicable**

**2.304 Equipment to be New and Prohibited Products - Deleted - Not Applicable**

#### **2.310 Software Warranties**

### **2.311 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 (90) ninety days. In the



event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

### **2.312 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.

### **2.313 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.

### **2.314 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.

### **2.315 Physical Media Warranty**

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 (30) thirty 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).

### **2.320 Software Licensing**

#### **2.321 Cross-License, Deliverables Only, License to Contractor**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and exercise its full rights in the Deliverables, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables.

#### **2.322 Cross-License, Deliverables and Derivative Work, License to Contractor**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

#### **2.323 License Back to the State**

Unless otherwise specifically agreed to by the State, before initiating the preparation of any Deliverable that is a Derivative of a preexisting work, the Contractor shall cause the State to have and obtain the irrevocable, nonexclusive, worldwide, royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute internally or externally, sell copies of, and prepare Derivative Works based upon all preexisting works and Derivative Works thereof, and (2) authorize or sublicense others from time to time to do any or all of the foregoing.

#### **2.324 License Retained by Contractor**

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The State may modify the Software and may combine such with other programs or materials to form a derivative work. The State will own and hold all copyright, trademarks, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State may copy each item of Software to multiple hard drives or networks unless otherwise agreed by the parties.

The State will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

#### **2.325 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.

### **2.330 Source Code Escrow – Deleted Not Applicable**

#### **2.331 Definition**

“Source Code Escrow Package” shall mean:

- (a) 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;
- (b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
- (c) 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.

#### **2.332 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 (30) thirty days of the execution of this Contract.

#### **2.333 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.

#### **2.334 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.

#### **2.335 Escrow Fees**

The Contractor will pay all fees and expenses charged by the Escrow Agent.

#### **2.336 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:

- (a) 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;
- (b) 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;
- (c) 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.

#### **2.337 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 this **Section**, then:

- (a) The State shall comply with all procedures in the Escrow Contract;



- (b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;
- (c) 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.

### **2.338 License**

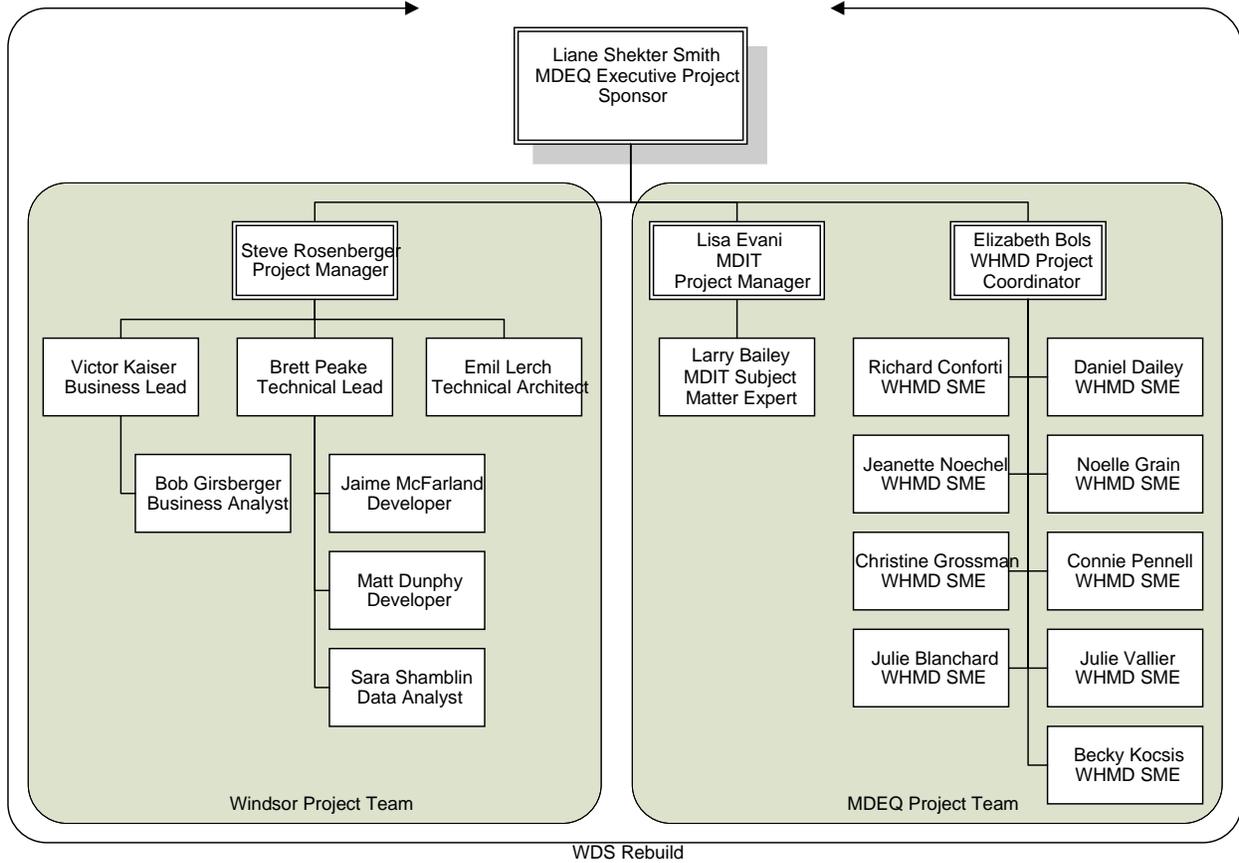
Upon release from the Escrow Agent pursuant to an event described in this **Section**, the Contractor automatically grants the State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the State shall have the right 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.

### **2.339 Derivative Works**

Any Derivative Works to the source code released from escrow that 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.

**Article 1, Attachment A**

**Organizational Chart**





## Key Personnel – Overview of Contractor Roles and Responsibilities

Contract project team members will be located in Windsor's office in Lake Oswego, Oregon with occasional visits onsite at MDEQ's offices as project tasks dictate. Additional staff will be included in the Windsor project team as required during the course of the project subject to approval by MDEQ.

### **Steve Rosenberger**

*Project Role:* Project Manager

*Key Individual:* Yes

Steve is established as the Project Manager for the WDS rebuild project. He will be responsible for the development of all project planning and communication materials for the project and will work in collaboration with the Business Lead and other Project Team representatives.

### **Victor Kaiser, Business Lead**

*Project Role:* Business Lead

*Key Individual:* Yes

Victor will act in the capacity of Business Lead for the WDS rebuild and will act at the direction of the Project Manager to assist him in running the project effectively and efficiently. Among his responsibilities are analysis, design, and construction.

### **Brett Peake, Technical Lead**

*Project Role:* Technical Lead

*Key Individual:* Yes

Brett is the Technical Lead for the WDS project. He is responsible for leading all development and implementation tasks for components of the WDS rebuild system within the bounds of the provided technical architecture. He will oversee and guide the development team in their day-to-day activities.

### **Emil Lerch, Technical Architect**

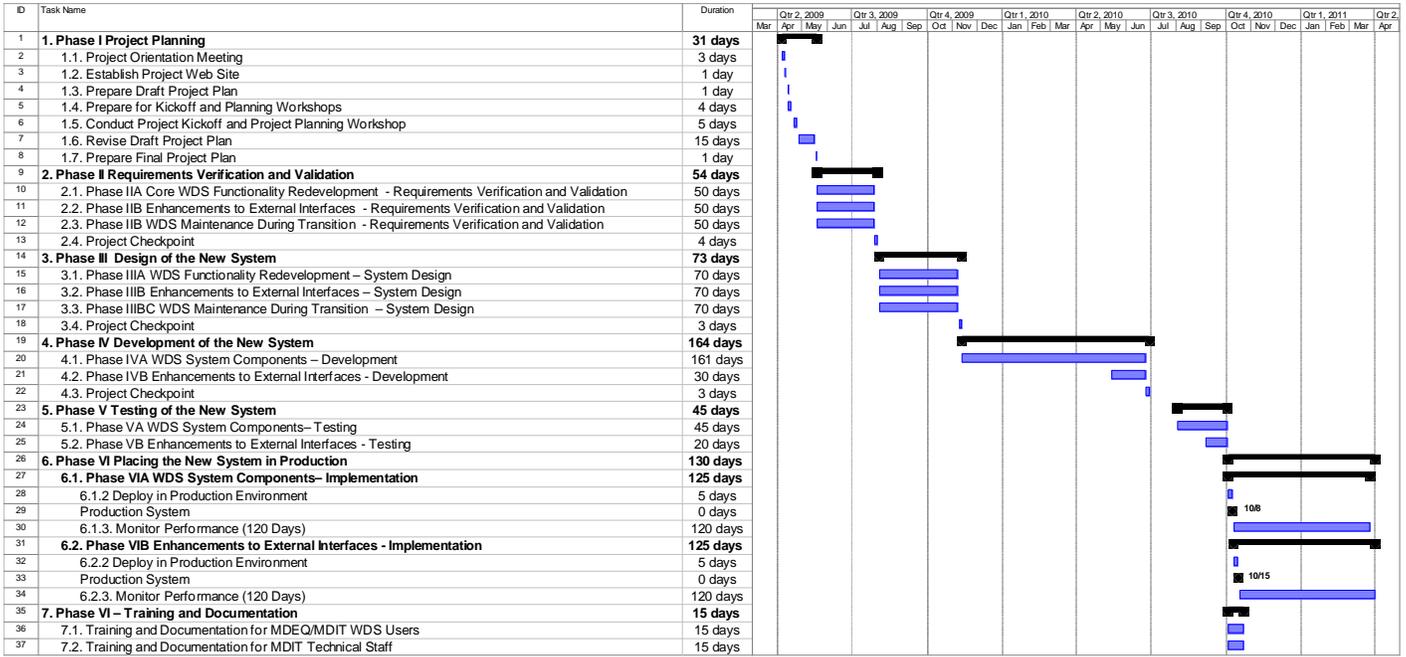
*Project Role:* Technical Architect

*Key Individual:* Yes

Emil will serve as the Technical Architect for the WDS rebuild. He is responsible for the development of the technical architecture to support the WDS system, and will also direct all technical software development activities.

**Article 1, Attachment B**

**Project Plan - Preliminary**





## **Exhibit A**

### **Approved Subcontractors**

The contractor is proposing no subcontractors for the WDS project. If the need for subcontractors arises during the course of the project, the contractor will comply with the terms and conditions in section 2.070 of the RFP as well as Michigan's subcontracting policies.



## **Exhibit B**

### **Approved Hardware**

The Contractor is to provide a recommendation of all required hardware necessary to carry out the services and deliverables to be provided under this contract.

The contractor states:

After reviewing MDIT's Application Hosting Services (appendix B), the responses to vendor questions, and based on Windsor's knowledge of MDIT's current infrastructure, we believe at this time that no additional hardware or special environmental configuration will be required for this project. This will be reevaluated and confirmed in the requirements and design phase of the project.



### Exhibit C

#### **Approved Software**

The Contractor is to provide recommendation of all required development software necessary to carry out the services and deliverables to be provided under this contract.

The contractor states:

After reviewing MDIT's Application Hosting Services (appendix B), the responses to vendor questions, Michigan DIT policies and standards and based on Windsor's knowledge of MDIT's current infrastructure, we believe at this time that no special environmental configuration will be required for this project. The application will be built using industry standard components in C#/ASP.NET using .NET 3.5 and SQL Server 2005 (2008 if approved and of benefit to WDS). Additional anticipated locally installed software components include jQuery, Spring.NET, Log4Net and the Microsoft Enterprise Library. The NUnit framework is expected to be utilized for unit testing of components, but will not be deployed into production. The software landscape will be reevaluated and confirmed in the requirements and design phase of the project.



**APPENDIX**  
**Appendix A**

**Current MDEQ WDS Application Environment**

The current WDS is used by state employees and the public, and is comprised of the following components:

<b>APPLICATION NAME</b>	<b>ENVIRONMENT</b>	<b>USED BY</b>	<b>LOCATIONS</b>
WDS data entry which includes Mi Manifest Tracking System data entry	Microsoft Access Data Project (ADP) front end, MS SQL Server 2000 backend	Select MDEQ-WHMD staff	SQL Server Name QA: DEQSQLQANEW PROD: DEQSQLPRD Hosted on the MDIT SQL Servers
WDS reporting	Microsoft Access Data Project (ADP) front end, MS SQL Server 2000 backend	MDEQ-WHMD staff	SQL Server Name QA: DEQSQLQANEW PROD: DEQSQLPRD Hosted on the MDIT SQL Servers
EPA's RCRAInfo downloads	Microsoft Access application with a connection to EPA using CDX or SecureRemote - a virtual private network tool linking to EPA's RCRAInfo an Oracle database	MDEQ-WHMD WDS Application administrator	
EPA's RCRAInfo comparison	Microsoft Access application with a connection to EPA using SecureRemote a virtual private network tool linking to EPA's RCRAInfo an Oracle database	MDEQ-WHMD WDS Application administrator	
Creation of the Tribal-State-USEPA Exchange Network files	ADP to interact with SQL Server database using stored procedures to extract, transform, and create flat files into the EPA's RCRAInfo specified format	MDEQ-WHMD WDS Application administrator	
WDS Internet Site Inquiry	Developed using Microsoft ASP.net	Public	SQL Server Name QA: DEQSQLQANEW PROD: DEQSQLDMZ TEST:DEQSQLTESTNEW Hosted on the MDIT SQL Servers and MDIT WEB Servers. <a href="http://www.deq.state.mi.us/wdspi/">http://www.deq.state.mi.us/wdspi/</a>
WDS Intranet Site Inquiry	Developed using the Microsoft Active Server Pages	All of WHMD staff and some staff in other Divisions within the MDEQ	QA: DEQSQLQANEW PROD: DEQSQLPRD Hosted on the MDIT SQL Servers and MDIT WEB Servers and the DEQ intranet.

**ENVIRONMENT - INTERFACES:**

DEQ Site Registry	The DEQ Site Registry is a geographically-based database that presents information about facilities and locations of interest to the Michigan Department of Environmental Quality (MDEQ) and the environmental community. This site contains general site information on active and closed facilities and the environmental interest at the site. Facilities and compliance data from additional MDEQ databases will be added as resources become available. It can be utilized to determine if more than one division/program has an environmental	MDEQ Application Interface with WDS	SQL Server Name QA: DEQSQLQANEW PROD: DEQSQLPRD Hosted on the MDIT SQL Servers
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	interest in a particular facility. Links to GIS (Michigan's Center for Geographic Information) allows facilities to be geographically searched and mapped. Owner: MDEQ		
EPA's RCRAInfo	The Resource Conservation and Recovery Act Information (RCRAINFO) is used by the Environmental Protection Agency (EPA) to track entities regulated under RCRAInfo subtitle C (hazardous waste handlers). EPA's RCRAInfo includes data on general handler information, permit or closure status, compliance with federal and state regulations, and cleanup activities. Owner: US EPA	MDEQ Application Interface with WDS database	SQL Server Name QA: DEQSQLQANEW PROD: DEQSQLPRD Hosted on the MDIT SQL Servers
Microsoft Navision enterprise accounting system	Navision is the MDEQ's Central Cash Receipting and Invoicing System, which uses the AAToolkit interface to securely pull (import) data from WDS to a secure drive. These files are then manually accessed by the department's Financial Business Services Division staff and further imported into Navision for processing. Once processed, the invoice data is then exported back to WDS. Owner: MDEQ	Select MDEQ-WHMD staff. MDEQ Application Interface with WDS database	QA: DEQSQLQANEW PROD: DEQSQLPRD
State Hazardous Waste e-Manifest (in development)	The e-manifest process takes advantage of key technologies of the National Environmental Information Exchange Network (Exchange Network) with the goal of supplementing or replacing the existing paper-based manifest tracking system. It uses the state Node and SML instance files to allow computer-to-computer communication of hazardous waste information by industry to the state (WDS) and state to US EPA via EPA's Central Data Exchange. Owner: MDEQ	MDEQ Application Interface with WDS database.	

Appendix B

MDIT Application Hosting Services

# Application Hosting Services

Understanding  
Constitution Hall Consolidated  
Internet Application Hosting Environment

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Michigan Department of Information Technology  
Agency Services

Constitution Hall  
Application Hosting Services

## Overview

The purpose of this working document is to assist in the understanding of the overall consolidated application-hosting environment. This document will describe the current hardware, operating systems, configuration, processor, memory, and storage capability as well as currently supported technologies and third-party supported software for application integration.

Even though this document contains some detailed aspects of the hosting environment, it should mainly be used for a general understanding of the consolidated hosting environment as it is always maturing. Since this document is a dated snap shot of the current hosting environment, software application developers should continually communicate with the hosting operations teams to ensure any designs, assumptions, questions, or issues are addressed as early as possible in the software application product lifecycle.

## Software Architecture

Software applications developed by staff and contractors may have different client-server software architectures. Software applications may be designed using 2-tiers, 3-tiers, or n-tier software architectures depending on many factors and business requirements. Software architectures can be designed so the presentation layer, business logic layer, and data layer are contained within each or all of the tiers.

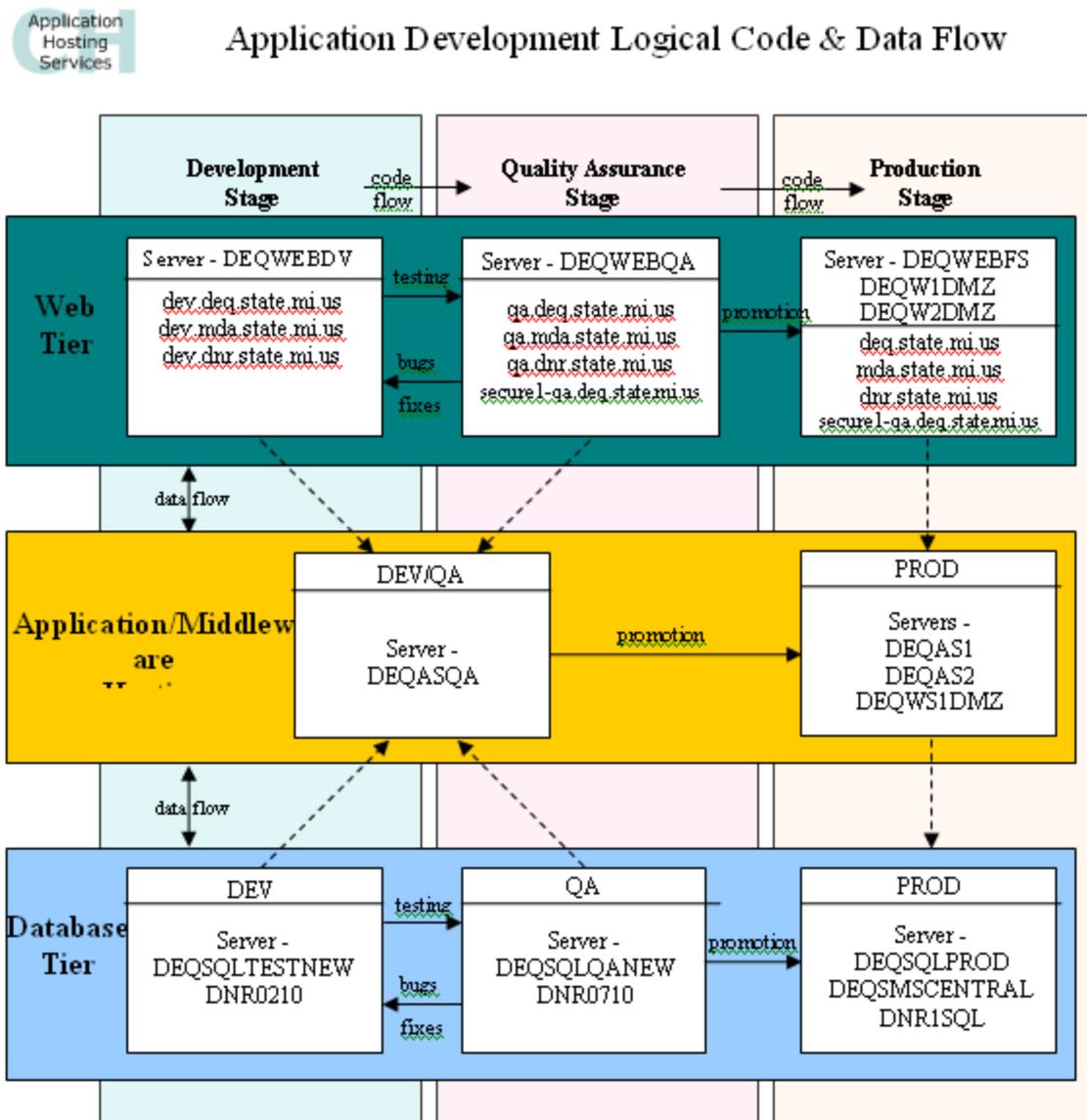
Software architectures are the responsibility of the contractor or staff developing a software application. However, the overall systems architecture (which includes the hosting environment) is the joint responsibility of both the software development team and hosting operations teams.

In order for the hosting operations teams to best meet the needs of each software application, an Application Hosting Requirements form should be completed for each new or enhanced software application. Details include but are not limited to the type of application, technologies used, and memory requirements, storage requirements, transaction speed, uptime, backups, security isolation, configuration, throughput should be communicated to the hosting team. In addition, all major milestones in the product lifecycle of a software application should be communicated to the operations teams including but not limited to analysis, design, code, maintenance, as well as training plans, testing and implementation plans.

**Application Development**

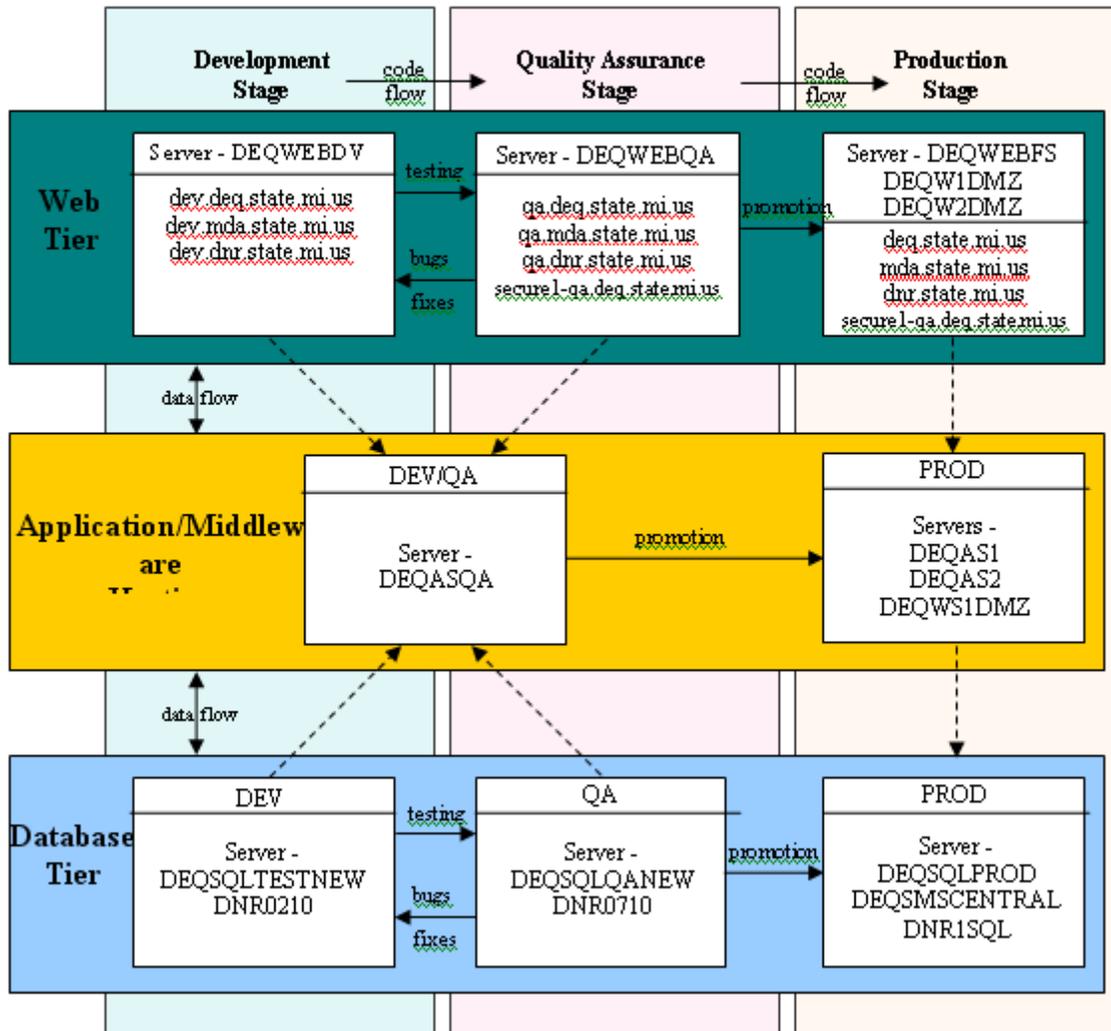
Application development in the consolidated hosting environment consists of a three-stage lifecycle approach: Development (DEV), Quality Assurance (QA), and Production (PROD). The DEV stage consists of the actual development and testing of the application by the developer. New or enhanced web applications should be developed on the developer’s environment and/or the shared development web server (WEBDV). Similarly, a local desktop database or SQLTEST database server should be utilized while developing software applications that require database functions.

Once applications and associated databases are stable and ready for customer acceptance testing, they should be repackaged and submitted for installation on the QA environment. The QA stage should be for customer acceptance testing. Any changes or bugs found in the QA stage should return the application to the DEV stage until the fixes are ready to be tested in QA. After final acceptance testing, requested software applications are then submitted for installation to a PROD environment.





### Application Development Logical Code & Data Flow



### Hosting Services

The consolidated hosting environment utilizes a Microsoft Windows 2000-based Hosting Solution running on multiple Intel-based processors. This hosting solution includes centralized management, monitoring/reporting, patch management as well as web, middleware, and database hosting services.

- Centralized Management** Provides one point of contact for web, middleware and database services. Centrally managed users, accounts, servers, applications, services and security. Developers are not given access to QA or production servers.
- Monitoring and Reporting** Tools are available to proactively monitor both internal and external operations.
- Patch Management** Centralizes and simplifies the process of performing software and security updates. All critical patches related to the operating system are installed without notification; however, major service packs are planned and communicated with all software application owners.
- Data Hosting Services (DEV, QA, PROD Environments)** Enables you to Develop, QA, and power your Production web sites and client/server applications with a reliable database environment.

Middleware Hosting Services (QA and PROD Environments)	Enables you to Test as well as power your Production applications and client/server systems with a centralized middleware environment.
Web Hosting Services (DEV, QA, and PROD Environments)	Enables a variety of Development, QA, and Production hosted Web services (e.g. basic dedicated mail, ASP applications, FTP Applications, .NET applications).
Clustered Hosting Environment (PROD Environment)	Gives Production applications greater uptime thanks to load balancing and NLB clustering.

The database, middleware, and web hosting teams work closely with the infrastructure team (commonly known as the server Team) for File/Print Services, Email Services, Backup Solutions, and Patch Management Solutions.

### **Related Services**

Backup Services – are coordinated with the local Server Team.

File Services – are coordinated with the local Server Team.

Print Services – are coordinated with the local Server Team.

Network Services – are coordinated with the local Server Team.

GroupWise Services – are coordinated with the local Server Team.

SMTP Email Services – are coordinated with the DIT Telecom Team.

DNS Naming Services – are coordinated with the DIT Telecom Team.

## Web Hosting Services

- All web servers are dual or quad processor Dell PowerEdge servers.
- Windows 2000 or Advanced Servers running IIS 5.0 web server.
- Windows 2003 Servers running IIS 6.0 web server.
- The Internet production web servers are clustered with a network load-balancing switch.
- All web servers are patched within 3 days of new Microsoft critical security patches.

### **Currently Supported Web Technologies and Third-Party Software**

- Active Server Pages 2.0 (ASP)
- ActivePDF Server / WebGrabber 3.5.2 SP5
- Component Services (COM+)
- ESRI ArcIMS Web Components (*ActiveX and Java Connectors*)
- File Transfer Protocol (FTP) Services
- Java Servlet Pages (JSP) (*utilizing JRun4 Proxy connector to JRun4 Application Server*)
- JRE 1.4.0
- HTTP 1.0, 1.1 (*host headers utilized*)
- MDAC 2.7 SP2
- MSXML 2.6SP3, 3.0SP4 and 4.0SP2
- .NET Framework 1.0, 1.1, 2.0
- Secure Socket Layer (SSL)
- Server Side Includes (SHTML)
- Simple Mail Transfer Protocol (SMTP) Services
- Symantec Anti-virus corporate edition
- Web Services Enhancements (WSE) 1.0 SP1 for .NET

Please contact the [Web Services Team](#) if additional technologies or services are needed, as well as any specific memory or storage space requirements.

### **Current Web Server Breakdown**

FTPDMZ	Dedicated Production Internet FTP server
WS1DMZ	Dedicated Production Internet Web Services server for stand alone applications and non-clustered web services
WWWDMZ	Consolidated load balanced internet Web Servers (W1DMZ, W2DMZ)
WEBFS	Dedicated Production Staging Web Server for Automated Batch Processing, Web Application Management, and Pre-Production Application Staging.
WEBQA	Dedicated Quality Assurance Testing Web Server for intranet and Internet Applications
WEBDV	Dedicated Development Web Server for intranet and Internet Applications

## Application / Middleware Hosting Services

- All middleware servers are dual or single processor Dell PowerEdge servers.
- All middleware servers are Windows 2000 Advanced Server.
- All middleware servers are patched within 3 days of new Microsoft critical security patches.

### **Currently Supported Middleware Technologies and Third-party Software**

- Component Services (COM+)
- ESRI ArcIMS 4.0
- ESRI License Manager
- JRun4 Application Server
- JRE 1.4.0
- MDAC 2.7 SP2
- Rockworks License Manager

Please contact the [Web Services Team](#) if additional technologies or services are needed, as well as any specific memory or storage space requirements.

### **Current Middleware Server Breakdown**

AS1	<i>Shared Dual-Processor Production Middleware Application Server</i>
AS2	<i>Shared Single-Processor Production Middleware Application Server</i>
ASQA	<i>Dedicated Development and Quality Assurance Testing Server</i>

**Database Hosting Services**

- All database servers are single, dual or quad processor Dell PowerEdge servers.
- All\* database servers are Windows 2000 Server or Advanced Server running Cluster Services.
- Both SQLPRD and SQLDMZ production database servers are designed for high availability and utilize Windows Cluster Service.

**Currently Supported Database Technologies and Third-party Software**

- SQL Server 2000 SP4
- SQL Server 7.0

**Current Database Server Breakdown**

SQLPRD	<i>Consolidated Production Cluster Services intranet SQL server (SQL1PRD, SQL2PRD)</i>
SQLDMZ	<i>Consolidated Production Cluster Services Internet SQL server (SQL1DMZ, SQL2DMZ)</i>
SQLQANEW	<i>Dedicated Quality Assurance SQL database server</i>
SQLTESTNEW	<i>Dedicated Development/Testing SQL database server</i>
SMSCENTRAL	<i>Dedicated Production SQL server for SMS</i>
DNR50710	<i>Dedicated Quality Assurance SQL database server</i>
DNR50210	<i>Dedicated Development/Testing SQL database server</i>
DNR50810	<i>Dedicated Production SQL server</i>
SQL7PROD	<i>* Deprecated SQL 7.0 server for legacy application</i>
SQLQA	<i>* Deprecated SQL 6.5 server for legacy application</i>

**Intranet Hosting**

Please see the "Intranet Hosting Environment" document for an overview of the intranet hosting environment.

## Appendix C

### Functional Requirements and Enhancements

The contractor acknowledges compliance with the following listed requirements and enhancements, as described in the following requirements table. The contractor also provides additional comments for further clarity.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
<b>1. System Architecture</b>			
A. The new Waste Data System (WDS) system shall include the following:			
a. Internet-based architecture with an intelligent workstation client.	M	Yes	The solution architecture design will be Internet-based. Windsor understands that reference to an intelligent workstation client is erroneous as clarified in the Response to Vendor's Questions.
b. A 3-tier approach to access a central database through software on a server.	M	Yes	The solution architecture design will be multi-tiered and conform with MDIT system architecture standards.
c. Unlimited record size.	M	Yes	The proposed solution will provide for pagination to ensure unlimited record size handling.
d. Modular in design	M	Yes	The proposed solution will be componentized according to the specific application domains established during the design phase of the project. The system will be designed with loose coupling between components to enable better maintainability and flexibility.
e. Hosted on the STATE OF MICHIGAN (SOM) servers	M	Yes	Accepted as stated.
f. Compatibility with the STATE OF MICHIGAN environment.	M	Yes	Accepted as stated.
g. Record the user ID in the database each time a record is modified.	M	Yes	The proposed solution will support a durable audit tracking system managed in the database.
h. An audit table that records each time a record is modified with data elements such as user ID, timestamp, and table name,	M	Yes	Reference 1g.
<b>2. Software Licensing</b>			
A. The new system shall only include source code that can be maintained by the STATE OF MICHIGAN staff.	M	Yes	All code developed during this project will be available and provided to MDIT. All source code developed for the WDS system will be the property of the SOM and will be documented in a manner that will permit maintenance by qualified technical staff.
B. The new system shall not include	M	Yes	All code developed during this project

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
code or software that is proprietary.			will be accompanied by source code and will not include any proprietary components other than those included with .NET Framework. The use of any third party tools for other listed requirements (e.g., see Appendix C: 14. <b>Data Entry Screen Functionality, E</b> , "Incorporate automatic spell check on the comment boxes") will be evaluated and confirmed with the MDIT Staff.
<b>3. Hardware</b>			
A. Any Contractor recommended hardware platform/topology changes or upgrades must provide for optimal functioning in the following areas:			
i. Communication line speed for distributed data entry functions and major online processes of the clients offices located in various areas of the State.	M	Yes	Accepted as stated.
ii. Processing the volumes presented and any increases in volume that can be expected through the implementation of the proposed system (ie stress testing and load planning).	M	Yes	Accepted as stated.
iii. Application installation on the STATE OF MICHIGAN test and production servers, as well as application support	M	Yes	Windsor will provide an automated installation process for the delivered solution. When no full automation is possible, the deployment process will be clearly documented. Application installation will be done by MDIT staff with Windsor assistance, thus providing knowledge transfer opportunities.
iv. Administration of the developed software by STATE OF MICHIGAN staff.	M		Accepted as stated.
v. Support of the software that is developed by STATE OF MICHIGAN staff.	M	Yes	Ongoing administration will be covered through knowledge transfer opportunities and train-the-trainer sessions.
vi. STATE OF MICHIGAN and Environmental Protection Agency (EPA) network configurations	M	Yes	All aspects of the SOM and EPA communication will be performed using the established Exchange Network standard protocols. Furthermore, the configuration required to provide this exchange will be fully configurable and can be modified after the initial deployment.
<b>4. Relational Database Management System (RDBMS) / Applications /</b>			

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
<b>Database Management</b>			
A. The new WDS system shall be developed to use Department of Environmental Quality's (DEQ) standard relational database management system.	M	Yes	Accepted as stated.
<b>5. Security / Access Control</b>			
A. The new WDS system must provide security at database, workstation, and individual operator levels per STATE OF MICHIGAN standards.	M	Yes	The technical architecture definition tasks in Phases II & III will use the State of Michigan standards as the basis for designing the application security infrastructure, in addition to obtaining input from MDIT staff on their design preferences and proven successes. MDIT staff will review the final design of the security infrastructure to confirm that it meets their preferred implementation and interpretation of the standards.
B. The new WDS system must provide application level secure access control based upon unique user login, for types of user roles as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.) by the user.	M	Yes	Each functional aspect of the application will be mapped to a specific application role which in turn will be mapped to individual users. This granular level of security will allow the application administrator to manage individual user capability to Create, Read, Update, and Delete individual records.
C. The new WDS system must check each user's access privileges at login, and automatically disable or enable client functions (in real time) based upon the user's profile.	M	Yes	The new WDS system will check privileges at login and enable or disable functions based on the user's profile. The specific application behavior or disallowed functions (e.g. hiding the function or displaying the function but disabling it) will be determined during the proposed Phase III of the project.
D. The new WDS system must have component-level security, to be able to define security roles, assign users to those roles and grant component-level security privileges to application specific roles ie. A program security administrative function.	M	Yes	Each component representing specific application domain will provide a component-level application role-based security model.
<b>6. Software Package Specifications</b>			
A. The new WDS system will operate on State hardware platform.	M	Yes	Accepted as stated.
B. The new WDS system will operate in a recognized industry standard operating environment.	M	Yes	The new WDS system will operate in the technical environment provided by the SOM/MDIT. The technical architecture definition tasks in both Phase II and III will confirm the parameters of the

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
			technical environment. These parameters will be reviewed for confirmation by the MDIT staff assigned to the project.
C. The new WDS system shall be compatible with the Michigan Department of Information Technology (MDIT) standard desktop Operating System (OS) at the time the new system will go into production. The current desktop OS is MS Windows XP sp2.	M	Yes	The technical architecture definition tasks will also consider the desktop MDIT Operating System roadmap. The roadmap will be factored into project planning technology decisions.
D. The new WDS system shall provide a Graphical User Interface (GUI) that is user-friendly	M	Yes	The user interface design will be confirmed during the proposed Phase III. The migration from PC-based to Web-based applications can present some user interface challenges, especially in light of usability and accessibility standards. Desktop applications tend to be more dynamically functional than Web-based solutions that are designed to meet accessibility standards. Technologies such as AJAX <sup>1</sup> , can address some of these dynamic interface experience issues. However, the technologies ultimately employed to address interface experience will be reviewed and approved by the SOM. Any usability improvements will be approved by the project team.
E. The new WDS system shall provide data, calculation, reporting, and communication capabilities to STATE OF MICHIGAN users.	M	Yes	The new WDS system will provide the data, calculation, reporting and communications capabilities at a minimum to the same functional level <sup>2</sup> as the current WDS system, including the requirement enhancements addressed in this appendix. Additional enhancements to the capabilities addressed through this requirement will be explored in the project and their implementation will be evaluated relative to project resources and priorities.
F. The new WDS system shall comply	M	Yes	The proposed solution's user

<sup>1</sup> [Ajax \(asynchronous JavaScript and XML\), or AJAX, is a group of interrelated web development techniques used for creating interactive web applications. With AJAX, web applications can retrieve data from the server asynchronously in the background without interfering with the display and behavior of the existing page. Data is retrieved using the XMLHttpRequest object or through the use of Remote Scripting in browsers that do not support it. \(http://en.wikipedia.org/wiki/AJAX\)](http://en.wikipedia.org/wiki/AJAX)

<sup>2</sup> [These requirements will be verified in Phase II of this project.](#)

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
with the eMI standards: <a href="http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf">http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf</a>			interface design will adhere to the published Look and Feel Standards for e-Government Applications.
G. The new WDS system shall include a user-friendly application administration tool for actions such as reference table maintenance, security definition, etc.	M	Yes	Accepted as stated.
H. The new WDS system will provide the capability of transferring data to and from the host/server to the client for processing on other software packages.	M	Yes	The new WDS system will support the ability to extract data using the system interface for a defined set of functional points; for example, reporting, or web inquiry result sets. Data will be formatted in an industry standard format such as flat files or XML. The functional points and file format will be confirmed in Phase II Requirements Verification and Validation of this project.
<b>7. Reporting</b>			
A. The new WDS system will provide ad-hoc query and reporting tools for staff.	M	Yes	The new WDS system will provide ad hoc data access in a manner similar to the current system, updated for newer technology standards and data requirements. Canned pre-defined reports will be developed to address inquiry needs requiring data formatting and summation and conditional presentation logic. These reports will have query parameters to execute them in an ad hoc manner. Web-based query pages analogous to the current Web query interfaces will be provided in upgraded technologies. For more technically proficient users, SQL Server views of the data will be provided. These views present complex structured data in a more usable structure (denormalized). Users will be able to access the data using SOM standard desktop data access tools such as Microsoft Access, to develop their own queries and data presentations. All the above represent capabilities supported by the current WDS System Components. These capabilities will be upgraded to the current technology standards and updated for new data needs, and new functionality (as the budget supports)

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
B. Assuming adequate server and network resources are provided for the new WDS system, reports will be able to run without database timeouts or locking the data entry.	M	Yes	Accepted as stated.
<b>8. Audit Trail</b>			
A. The new WDS system shall enable the user to modify data entry transactions that have already been posted to the database while maintaining an audit trail of the change.	M	Yes	<p>The new WDS will permit the editing of data transactions posted to the database.</p> <p>The current WDS system provides a standard record level auditing (update person/date).</p> <p>The needs associated with enhancements to the system auditing will explored and defined in Phases II and III of this project.</p> <p>The impacts of any enhanced audits will be assessed against the project resources during the defined project checkpoints.</p> <p>As an example, maintaining an audit trail of deleted records could drastically affect the overall design of the database, data entry system functionality, and translation to RCRAInfo.</p>
<b>9. Edit and Validation Control</b>			
A. The new WDS system will include comprehensive edits to prevent incomplete or incorrect data from entering the system.	M	Yes	<p>WDS currently supports a comprehensive scope of data edit rules. The new system at a minimum will continue to support the current level of edits.</p> <p>New edit rules beyond the scope of the current system will be explored during Phase II Requirements Verification and Validation</p> <p>Edit rules will likely need to be added/dropped as a function of the new user interface. These will be defined during design.</p>
<b>10. Security and Confidentiality</b>			
A. The new WDS system will enable the STATE OF MICHIGAN to administer data access security, including application security (granting of access, resetting of passwords, definition of password syntax rules, monitoring of access violation reports, etc.). The State will administer all user security profiles. The MDIT will oversee and coordinate security issues relative to the Contractor and State agencies	M	Yes	<p>The technical architecture definition tasks will use the State of Michigan standards as the basis for designing the application security infrastructure, in addition to obtaining input from MDIT staff on their design preferences and proven successes.</p> <p>MDIT staff will review the final design of the security infrastructure to confirm that it meets their preferred implementation and interpretation of</p>

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
			the standards. The SOM will be able to maintain the security profiles in the final implementation of the agreed approach.
<b>11. Document Management</b>			
a. The State is responsible for long-term retention of public records. The new WDS System must include the capability to export data to other formats and have a data exchange path via XML.	M	Yes	The new WDS system will support the ability to extract data using the system interface for a defined set of functional points; for example, reporting or web inquiry result sets. The new WDS system will also support the translation of RCRAInfo data using the Michigan DEQ Exchange Network node and its associated Exchange Network standard protocols depending upon which Node is utilized.
<b>12. Modification to Meet New Requirements</b>			
a. The Contractor selected for the new WDS System must commit to providing staff for future enhancements. See Appendix E for further information.	M	Yes	Windsor will make staff available to support the ongoing maintenance and enhancement of the system.
<b>13. Functionality</b>			
A. The new WDS system must manage information about regulated facilities (e.g., solid waste, scrap tires, hazardous waste, and liquid industrial waste).	M	Yes	Accepted as stated.
B. The new WDS system must compile compliance, handler, permitting/ licensing, monitoring, grant, and fee data which is used for a variety of purposes. These include: supplying information necessary for fee collection; to provide requisite program data to the MDEQ-WHMD management; to streamline program tasks that staff are required to complete; and to allow for environmental indicator analysis.	M	Yes	The new WDS will address these functional requirements at a minimum to the extent that the current system does, and address the enhancements itemized in this appendix. Additional requirements will be explored in Phase II of the project and evaluated and prioritized as part of the project checkpoint.
C. Re-design the hazardous waste manifest functionality for direct load and data entry of manifests into WDS as a separate functional area instead of the current design through the Michigan Manifest Tracking System (MMTS). (See MMTS in Appendix G)	M	Yes	The functionality of the current MMTS application will be integrated as a new module of the new WDS. It is assumed that basic workflow encapsulated in the current MMTS will be migrated into the new WDS system. User interfaces will be redesigned to meet the new WDS look and feel and design metaphor and security architecture. The new MMTS module of WDS will

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
			support enhanced create, read update and delete capabilities. Current data load validation rules will be migrated/redeveloped from the Microsoft Access application into the Microsoft SQL Server database New requirements will be explored during Phases II and III of the project. Major departures from the current MMTS architecture and design will be assessed during the project checkpoint and evaluated relative to project resources and priorities.
D. The new system to be developed will not include the functionality and data that pertains to the current groundwater program.	M	Yes	Accepted as stated.
<b>14. Data Entry Screen Functionality – Note: The following requirements will be further defined during Phase II Requirements Verification and Validation (see section 1.104).</b>			
A. The new WDS system will provide an Administrative function for control of WDS staff with regard to roles, tasks, and authority.	M	Yes	Accepted as stated.
B. The new WDS system will allow staff with delete authority in the MMTS functional area to change the manifest number to address data entry screens. Specific staff roles will be determined during the requirements phase.	M	Yes	Accepted as stated.
C. The new WDS system will keep a running track of the manifests from a site for a billing cycle so when fees are entered they know if fees were collected for all manifests and display the number for the Hazardous Waste User Charge Invoice.	M	Yes	Accepted as stated.
D. The new WDS system will add calculated fields based on specific data that allows staff to more accurately enter data. Specific fields and screens will be determined during the requirements phase.	M	Yes	Accepted as stated.
E. The new WDS system will include comment fields available for each child screen (e.g., Compliance Actions) and add in a "zoom" capability on all comment boxes for ease of use. Incorporate automatic spell check on the comment boxes.	M	Yes	Accepted as stated. Note: Client-side spell checking is not native to the .NET development environment. This dimension of the requirement would likely require the addition of a third party tool. The use of such tools will be evaluated and confirmed with the MDIT personnel during Phases II

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
			and III of the project.
F. The new WDS system will trap and prevent the use of "illegal characters" in a comment field, specifically invalid characters for alphanumeric fields include: {}[]<>(concatenation character) The illegal character list will be defined during the requirements phase.	M	Yes	Accepted as stated.
G. The new WDS system will allow each functional area to enter contacts as an option on the main screens.	M	Yes	Accepted as stated.
H. The new WDS system will pre-populate violation response data on the compliance action screen with the company response data and will allow for changes.	M	Yes	Accepted as stated.
I. The new WDS system will only be able to change certain site id data if a comment about the change is also entered. Site identification data will be determined during the requirements phase.	M	Yes	Accepted as stated.
J. The new WDS system will set selection lists for all data entry screens in a descending date order.	M	Yes	Accepted as stated.
K. The new WDS system will not include the employer id in the transporter functional area.	M	Yes	Accepted as stated.
L. The new WDS system will add data elements to allow for the tracking of letters, submittals, and replies to the remaining functional areas (e.g., hazardous waste permits) and update the existing reports.	M	Yes	Accepted as stated.
M. The new WDS system will include a flag if the owner and/or operator flag is checked for each affiliation under Site Identification Information-HW/LIW (Hazardous Waste/Liquid Industrial Waste).	M	Yes	Accepted as stated.
N. The new WDS system will allow for the site identification number to be hidden from view for the current site depending on the user role.	M	Yes	Accepted as stated.
O. The new WDS system shall enable conditional business edits during data entry. These edits will be further defined during the requirements phase.	M	Yes	Accepted as stated.  Please see statement for Requirement 9. Edit and Validation Control A.
P. In the Cases tab (function), lists of compliance actions, tasks, comments, Supplementary Environmental Projects SEPS, etc should be displayed in reverse chronological order, and then sorted alphabetically based on the	M	Yes	Accepted as stated.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
coverage area code. This is also needed for the violations listed in the Compliance Action Taken screen and in the Attached Violations tab.			
Q. The new WDS system shall include a flag on the data entry screen to indicate if an order or judgment against a facility is still in effect. A flag will indicate that there are enforceable requirements embodied into a settlement that must be considered in a decision-making process.	M	Yes	Accepted as stated.
R. The new WDS system shall include a data entry field titled "Settlement Termination Date" under the "Settlement Date" field on the main case data entry screen.	M	Yes	Accepted as stated.
S. The new WDS system shall include the capability to identify the source of evaluations either STATE OF MICHIGAN or Federal.	M	Yes	Accepted as stated.
T. The new WDS system shall include the capability for date validation on all date fields.	M	Yes	Accepted as stated.  The metaphor for date entry will be determined during Phase III of the project.
U. The new WDS system shall include the capability for comprehensive data validation.	M	Yes	Accepted as stated.  WDS currently has a broad set of data validation rules. Expansions to these rules will be explored during Phases II and III.
V. The new WDS system will incorporate all financial data elements from Treatment, Storage and Disposal (TSD) database into the Permitting and Corrective Action (PCA) functional area of the WDS. The in the WDS remove the link to TSD database along with data entry in PCA.	M	Yes	It is assumed that this requirement generally represents a migration of the data elements from the TSD database into the WDS database, and system components; analogous to the data that is in the current TSD Facility Detail screens, which resides in the Permitting and Corrective Action functional area of WDS. The need to integrate the financial data from the TSD database into the PCA data sent to RCRAInfo will be explored and evaluated during Phases II and III of the project relative to resources and priorities.
W. The new WDS system shall include dates fields for documentation/reports required and received for tracking purposes in any functional area where this is not currently incorporated (e.g., PCA).	M	Yes	Accepted as stated.
X. In Site Id, have new fields that would track TSD acres based upon the Part A, 525 deed notice and Ready for	M	Yes	Accepted as stated.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
Anticipated Reuse (RAU) area(s). Comment fields related to the "525 Area" and "RAU Area" that could include information describing the aerial portion of the total facility area.			
Y. The ability to track an infinite number of instances for a TSD facility that has been parceled out and ownership transferred. Also, need an indicator for identifying whether or not the facility has been parceled, with a radio button that identifies the facility as a parcel of a Part A facility.	M	Yes	Accepted as stated.
Z. The ability to add latitude and longitude data to delineate the perimeter of a Treatment, Storage and Disposal Facility (TSD) and each unit.	M	Yes	Accepted as stated.
<b>15. Report Functionality</b>			
A. The new WDS system shall include the capability for query and reporting on common accounting data within WDS and Navision.	M	Yes	Accepted as stated.
B. The new WDS system shall include a comprehensive package of canned reports to be further defined during the Joint Application Design (JAD) sessions.	M	Yes	Accepted as stated.
C. The new WDS system shall include an ad hoc query and reporting functionality to be further defined during the JAD sessions.	M	Yes	Accepted as stated.
D. The canned report package will include reports that will populate MS WORD documents (i.e., format letters and invoices).	M	Yes	The technical requirements associated with this business function will be discussed and confirmed during technical definition tasks. Note: The version of SQL Server deployed at time of system implementation may affect the approach used to address this need.
E. The new WDS system will change the Generator status report to exclude LIW and PCB (see Appendix G) waste amounts.	M	Yes	Accepted as stated.
F. The new WDS system will include a report that can be sent to a TSD with missing manifest data (e.g. management method codes) and the data returned scripted into the appropriate database table.	M	Yes	Accepted as stated.
<b>16. Internet and Intranet Requirements</b>			
A. The new web portal shall include additional capabilities such as querying by date, location, shipment manifests, accessing archived records and other requirements to be further defined in the	M	Yes	Accepted as stated.  The requirements will be explored and evaluated during Phases II and III of the project relative to resources

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
requirements phase.			and priorities.
B. The ability to query on the web TSDFs and the most recent units with legal and operating status.	M	Yes	Accepted as stated.
C. The ability to add additional years to reports available on the web such as the solid waste report.	M	Yes	Accepted as stated.
<b>17. Downloads and Translation/Transfer Requirements</b>			
A. The new WDS system shall have the capability to electronically transfer data in XML to fulfill federal EPA reporting requirements.	M	Yes	Accepted as stated.  Note: The RCRAInfo Exchange Network flow is in a state of flux. The permitting and corrective action portions of the flow are on hold for a period until some strategic issues are resolved. The impacts of such issues will be addressed during Phase I of the project and accounted for in the overall project plan.
B. The new WDS system shall have the capability to update the zip codes in existing addresses to/from Site Registry (see Appendix A for more information).	M	Yes	Accepted as stated.
C. The new WDS system shall have the capability to download the latitude, longitude and the collection method from Site Registry where the data does not exist in WDS.	M	Yes	Accepted as stated.
D. The new WDS system shall have the capability to download the congressional districts from the Site Registry.	M	Yes	Accepted as stated.
<b>18. Administrative Functionality</b>			
A. Establish a naming convention in the WDS administrative functional area which correlates with the actual report names required by EPA and the MDEQ program area.	M	Yes	Accepted as stated.
B. Add administrative capabilities for all financial tables in WDS.	M	Yes	Accepted as stated.
C. Allow the administrator to have full control over all the evaluation codes in the tables.	M	Yes	Accepted as stated.  Note: This requirement will need to be assessed relative to reporting requirements as well as translation requirement to EPA. There are several current reports which necessitate the use of certain evaluation codes. Modifications of the codes could de-couple the evaluation codes from the intended reporting logic.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges compliance with this component "Yes", "No" or "Partial"	Contractor Comments
D. Allow the administrator to change the formatting and field lengths of certain data fields such as bond, permit or registration numbers.	M	Yes	Accepted as stated.
E. Include the ability for an administrative user to indicate a site status of active or inactive.	M	Yes	Accepted as stated.
<b>19. Data Transfer</b>			
A. The new WDS system shall have the capability to load data from other systems (e.g., Navision, EPA's RCRAInfo (Resource Conservation and Recovery Act), and Site Registry)	M	Yes	Accepted as stated.  Note: The Exchange Network RCRAInfo flow currently does not support outbound services and support for such functionality is not currently on the flow road map.
B. EPA's RCRAInfo Flows transaction rules will be defined as appropriate in addition to mapping of the database fields to the relevant XML elements. Any mapping or transaction issues will be reviewed and resolved. The existing WDS flat file converter mapping documents will be used as a basis for accommodating any structural modification inherent to the XML schemas. Detailed requirements will be developed during the requirements phase of the project.	M	Yes	Accepted as stated.  Note: It is assumed that the current extraction logic would be used as a basis to generate the XML documents. These routines have been successful in translating data to RCRAInfo for several years. Current challenges experienced with RCRAInfo are largely due to undocumented rules, hidden data, or challenges with RCRAInfo and EPA supporting the flow including keeping test and production databases in sync. The flow of XML data will be constructed to the specifications detailed in the FCD, the XML schema and the translator guide and based upon Windsor's extensive experience translating data to EPA using both flat files and through the Exchange Network. Issues that fall outside the scope of information provided within these reference documents will jointly be evaluated by the Project Managers and WHMD Project Coordinator to determine the best means to address them relative to project resources and priorities.

## Appendix D

### Service Levels Agreements

Contractor must indicate whether they acknowledge the following listed Service Level Requirements for the WDS data system. Each requirement and enhancements must be acknowledged individually. Contractor may provide any additional comments that will assist the State in evaluating Contractor's capability to provide the requested services in compliance with identified requirements.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges this component Yes or No	Contractor's Comments
<b>SERVICE LEVEL REQUIREMENTS</b>			
1. The systems update and changes must meet all MDIT requirements for system security. These requirements will be provided upon request.	M	<b>Yes</b>	Windsor understands that new system architecture must adhere to MDIT security standards. The MDIT Office of Enterprise Security will be provided the opportunity to review the application architecture design.
2. Both online inquiry and online update of single transactions shall be achieved in a reasonable time depending on the complexity of the transaction or query. A targeted average of fifteen (15) seconds or less ninety percent (90%) of the time. <ul style="list-style-type: none"> <li>i. Measurement – Time will be measured from the time the request arrives in the application server until the final response leaves the application server.</li> <li>ii. Target Performance – 99.7 % compliance with target service level.</li> <li>iii. Period of Review – Monthly.</li> </ul>	M	<b>Yes</b>	Windsor will work with MDIT to ensure that the designed application architecture adheres to these responsiveness standards within the agreed-upon hosting environment. Any exceptions will be documented and agreed upon with MDIT.
3. Maintenance to commence at the end of the warranty period.	M	<b>Yes</b>	As stated in the answer to vendor question #19, no additional warranty is provided beyond the 120-day production run. Windsor will provide application support maintenance as identified in Section 2 of the RFP. Functional changes and enhancements are not included in this maintenance and support task.
4. All maintenance will be performed by qualified personnel familiar with the newly developed system.	M	<b>Yes</b>	Windsor agrees to involve the assigned technical architect and/or lead developer in all maintenance activities.
5. Diagnostic capabilities used by the Contractor are to be provided to the STATE OF MICHIGAN.	M	<b>Yes</b>	Should Windsor utilize any tools to diagnose reported system defects, these tools and appropriate guidance will be provided to the State of Michigan. Windsor will endeavor to use toolsets with which State of Michigan personnel are familiar (where appropriate) to minimize support impacts.

Requirements	State Specifies this Requirement as Mandatory or Optional "M" or "O"	Contractor acknowledges this component Yes or No	Contractor's Comments
6. The application maintenance includes all future source code and related functionality updates and system enhancements applicable to system modules.	M	Yes	Accepted as stated.
7. Technical support is available during STATE OF MICHIGAN business hours with escalation as necessary.	M	Yes	Accepted as stated.
8. Calls for service will be returned within 2-4 hours.	M	Yes	Accepted as stated.
9. Error Correction. Upon notice by State of a problem with the Software, reasonable efforts to correct or provide a working solution for the problem will be made following the STATE OF MICHIGAN Project Management Methodology.	M	Yes	Under normal circumstances, Windsor staff will be able to respond to high-priority system defects within one hour of being reported. Windsor and MDIT will prioritize each system defect when reported, and response time expectations will be clearly set. Note that the time required to fully address and fix the reported system defect may exceed an hour.
10. Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Contractor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.	M	Yes	Accepted as stated.

## Appendix E

### Cost Table

#### Appendix E

#### Cost Tables for Section 1.104: Work and Deliverables

The contractor shall submit a firm fixed price for each of the following:

1. Work and deliverables Phases I through VII (include all of Section 1.104 and Appendix C and D)
2. Maintenance and support (fixed annual cost)
3. Future enhancements.

The price for the first item above, "1. Work and Deliverables Phases I through VII" will be allocated by the percentages shown below to arrive at the milestone payment for that deliverable.

In addition to these two fixed prices described above, the contractor is to provide fully loaded hourly rates for staff that are committed for future enhancements. See notes below for further detail on these rates.

1. Work and Deliverables Services to be Provided		Enter details of labor hours and costs for the services provided for each of the work products listed. See section 1.104 for further information on work items.	State's Estimated Percent of Cost	Payment Amount (Negotiated with Contact)
<b>Example:</b> Sample Work Product		PM hrs: 22, BA hrs: 47, Developer hrs: 122	3%	\$28,325.00
<b>Phase I: Project Planning</b> (Refer to Section 1.104)				
1.	Conduct one project kickoff meeting.	The State will not pay for the kickoff meeting.	0%	\$0.00
2.	Project Plan for Phase II-VII work	PM hrs: 85, Sr BA hrs: 69, BA hrs: 34, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$25,000
3.	Project Schedule for Phase II-VII work	PM hrs: 42, Sr BA hrs: 34, BA hrs: 17, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$12,500
4.	Project Plan for Section 1.104, Item I.4 work	PM hrs: 21, Sr BA hrs: 17, BA hrs: 8, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$6,250
5.	Project Schedule for Section 1.104, Item I.4 work	PM hrs: 21, Sr BA hrs: 17, BA hrs: 8, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0		\$6,250
<b>Phase I Total</b>		PM hrs: 169, Sr BA hrs: 137, BA hrs: 67, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:0	<b>5%</b>	<b>\$50,000</b>
<b>Phase II: Requirements Verification and Validation</b> (Refer to Section 1.104)				
1.	Business Requirements Document	PM hrs: 95, Sr BA hrs: 235, BA hrs: 208, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:49		\$71,500
2.	Requirements Traceability Matrix	PM hrs: 37, Sr BA hrs: 90, BA hrs: 80, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:19		\$27,500
3.	Technical Requirements Document	PM hrs: 15, Sr BA hrs: 36, BA hrs: 32, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:8		\$11,000
<b>Phase II Total</b>		PM hrs: 147, Sr BA hrs: 361, BA hrs: 320, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 0, TA hrs:76	<b>15%</b>	<b>\$110,000</b>

<b>Phase III: Design of the New System</b> (Refer to Section 1.104)		Cost adjustments reflect assumption that scope of project will be limited to that which is described in the RFP and the pre-identified enhancements outlined in Appendix C.		
1.	Design Document	PM hrs: 135, Sr BA hrs: 284, BA hrs: 314, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 18, TA hrs:56		\$97,500
2.	Work Breakdown Structure (WBS)	PM hrs: 21, Sr BA hrs: 44, BA hrs: 48, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 3, TA hrs:9		\$15,000
3.	Training Plan	PM hrs: 31, Sr BA hrs: 66, BA hrs: 72, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 4, TA hrs:13		\$22,500
4.	Technical Operations and Maintenance documentation for supporting the production environment	PM hrs: 21, Sr BA hrs: 44, BA hrs: 48, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 3, TA hrs:9		\$15,000
<b>Phase III Total</b>		PM hrs: 208, Sr BA hrs: 438, BA hrs: 482, DA hrs: 0, Sr Dev hrs: 0, Dev hrs: 28, TA hrs:87	<b>15%</b>	<b>\$150,000</b>
<b>Phase IV: Development of the New System</b> (Refer to Section 1.104)		Cost adjustments reflect assumption that scope of project will be limited to that which is described in the RFP and the pre-identified enhancements outlined in Appendix C.		
1.	Development Document	PM hrs: 9, Sr BA hrs: 42, BA hrs: 46, DA hrs: 25, Sr Dev hrs: 127, Dev hrs: 206, TA hrs:25		\$51,920
2.	Test Plan	PM hrs: 9, Sr BA hrs: 42, BA hrs: 46, DA hrs: 25, Sr Dev hrs: 127, Dev hrs: 206, TA hrs:25		\$51,920
3.	<b>Interim Code Review Costs (total)</b>	<b>PM hrs: 74, Sr BA hrs: 335, BA hrs: 370, DA hrs: 201, Sr Dev hrs: 1017, Dev hrs: 1645, TA hrs:199</b>		<b>\$415,360</b>
3.a	Interim Code Review (1)			\$103,840
3.b	Interim Code Review (2)			\$103,840
3.c	Interim Code Review (3)			\$103,840
3.d	Interim Code Review (4)			\$103,840
<b>Phase IV Total</b>		PM hrs: 92, Sr BA hrs: 419, BA hrs: 462, DA hrs: 251, Sr Dev hrs: 1271, Dev hrs: 2057, TA hrs:249	<b>20%</b>	<b>\$519,200</b>
<b>Phase V: Testing of the New System</b> (Refer to Section 1.104)		Cost adjustment reflects assumption that responsibilities for testing the system will be shared between both Windsor and the WHMD project team		
1.	Interactive Web Tracking Page	PM hrs: 3, Sr BA hrs: 13, BA hrs: 9, DA hrs: 8, Sr Dev hrs: 19, Dev hrs: 10, TA hrs:3		\$7,460
2.	Test Results Document	PM hrs: 42, Sr BA hrs: 192, BA hrs: 138, DA hrs: 124, Sr Dev hrs: 288, Dev hrs: 156, TA hrs:43		\$111,900
3.	Conversion Test Results Document	PM hrs: 6, Sr BA hrs: 26, BA hrs: 18, DA hrs: 17, Sr Dev hrs: 38, Dev hrs: 21, TA hrs:6		\$14,920
4.	Data Transfer Test Results Document	PM hrs: 6, Sr BA hrs: 26, BA hrs: 18, DA hrs: 17, Sr Dev hrs: 38, Dev hrs: 21, TA hrs:6		\$14,920

<b>Phase V Total</b>		PM hrs: 57, Sr BA hrs: 257, BA hrs: 183, DA hrs: 166, Sr Dev hrs: 383, Dev hrs: 208, TA hrs:58	<b>15%</b>	<b>\$149,200</b>
<b>Phase VI: Placing the New System in Production</b> (Refer to Section 1.104)				
1.	Installation and configuration of the new WDS application to the production environment	PM hrs: 12, Sr BA hrs: 43, BA hrs: 21, DA hrs: 10, Sr Dev hrs: 53, Dev hrs: 26, TA hrs:1		\$18,750
2.	Provision of all system interfaces/integration required in the WDS production environment	PM hrs: 7, Sr BA hrs: 26, BA hrs: 13, DA hrs: 6, Sr Dev hrs: 32, Dev hrs: 16, TA hrs:0		\$11,250
3.	Data conversion of all necessary data	PM hrs: 5, Sr BA hrs: 17, BA hrs: 8, DA hrs: 4, Sr Dev hrs: 21, Dev hrs: 10, TA hrs:0		\$7,500
4.	Performance log for the one hundred twenty (120) day production period	PM hrs: 23, Sr BA hrs: 85, BA hrs: 42, DA hrs: 20, Sr Dev hrs: 105, Dev hrs: 52, TA hrs:2		\$112,500
<b>Phase VI Total</b>		PM hrs: 47, Sr BA hrs: 171, BA hrs: 84, DA hrs: 40, Sr Dev hrs: 211, Dev hrs: 104, TA hrs:3	<b>15%</b>	<b>\$150,000</b>
<b>Phase VII: Training and Documentation</b> (Refer to Section 1.104)				
1.	Produce or update WDS documents as described in Section 1.104, Phase VII	PM hrs: 6, Sr BA hrs: 15, BA hrs: 14, DA hrs: 5, Sr Dev hrs: 20, Dev hrs: 26, TA hrs:4		\$10,000
2.	WDS APIs, I/O parameters, ERDs, use cases and process and data flows as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
3.	Documentation of components, features, and use of the hardware/software as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
4.	Bi-Directional Data Flow documentation as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
5.	Web hosting and database system administration training for State MDIT personnel as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
6.	Technical Training Plan as described in Section 1.104, Phase VII	PM hrs: 2, Sr BA hrs: 6, BA hrs: 5, DA hrs: 2, Sr Dev hrs: 8, Dev hrs: 10, TA hrs:2		\$4,000
7.	Project Closeout documentation and lessons learned as described in Section 1.104, Phase VII.	PM hrs: 6, Sr BA hrs: 15, BA hrs: 14, DA hrs: 5, Sr Dev hrs: 20, Dev hrs: 26, TA hrs:4		\$10,000
<b>Phase VII Total</b>		PM hrs: 22, Sr BA hrs: 60, BA hrs: 53, DA hrs: 20, Sr Dev hrs: 80, Dev hrs: 102, TA hrs:18	<b>15%</b>	<b>\$40,000</b>
<b>Total for Phases I to VII</b>		PM hrs: 787, Sr BA hrs: 2013, BA hrs: 1735, DA hrs: 517, Sr Dev hrs: 2155, Dev hrs: 2602, TA hrs:495	<b>100%</b>	<b>\$1,168,400</b>

<p><b>2. Maintenance and Support:</b> Annual cost of the maintenance and support of the WDS system. The maintenance period will commence upon the completion of the one hundred twenty (120) business day production run and final acceptance of the system by the MDIT Project Manager.</p>	<p>a) These budgets do not assume any enhancements to the system. It is understood that enhancements will be addressed through the 2000 hour budget referenced in the RFP if requested. These budgets also assume that MDIT will also offer support services to the WHMD, and Windsor's maintenance efforts will address those items that the MDIT is unable to address. Maintenance budgets are limited to costs presented. Actual labor hours may be adjusted between resources as the situation demands.</p> <p>b) Maintenance and support for the existing WDS system will be accommodated during the course of the development of the new system and the costs for that support is included in the costs detailed above for Phases I through VII.</p> <p>c) It is assumed that maintenance and support for the new system will commence following the conclusion of the 120 day production period, and this will begin during the third year of the initial contract term. The cost for this support is detailed below as "Year One Maintenance".</p>			
1.	Year One Maintenance	PM hrs: 28, Sr BA hrs: 54, BA hrs: 45, DA hrs: 17, Sr Dev hrs: 72, Dev hrs: 77, TA hrs:21		<b>\$50,000</b>
2.	Year Two Maintenance	PM hrs: 28, Sr BA hrs: 54, BA hrs: 45, DA hrs: 17, Sr Dev hrs: 72, Dev hrs: 77, TA hrs:21		<b>\$50,000</b>
3.	Year Three Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
4.	Year Four Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
5.	Year Five Maintenance	PM hrs: 14, Sr BA hrs: 27, BA hrs: 22, DA hrs: 9, Sr Dev hrs: 36, Dev hrs: 38, TA hrs:10		<b>\$25,000</b>
<b>Maintenance and Support Total</b>		PM hrs: 98, Sr BA hrs: 189, BA hrs: 156, DA hrs: 61, Sr Dev hrs: 252, Dev hrs: 268, TA hrs:72		<b>\$175,000</b>
<p><b>3. Future Enhancements:</b> The Contractor may be asked to provide additional hours, but not to exceed 2,000 hours or \$200,000.00, during the term of the contract for enhancements and modifications to the system resulting from state and federal legislative mandates, grant requirements, and changes to the network, security, or system platform such as service packs that require changed in the WDS system for continued functionality. The additional work will be</p>				

delineated under Change Management (See 1.403 Change Management)				
	<b>Staffing Category</b>	<b>Description and Comments</b>		<b>Firm Fixed Hourly Rate (See Notes 1+2)</b>
1.	Project Manager/Technical Lead			<b>\$ 150.00</b>
2.	Business Analyst			<b>\$ 125.00</b>
3.	Senior Software Developer/Architect			<b>\$ 115.00</b>
4.	Programmer			<b>\$ 95.00</b>
5.	Technical Writer			<b>\$ 75.00</b>
6.	Junior Analyst			<b>\$ 95.00</b>
<b>Reserved Bank of Hours</b>		Estimated at 2000. See Notes 1 & 2 Below		
<b>Total Not to Exceed Amount for Future Enhancements</b>				<b>\$200,000.00</b>

**Notes:**

1. Hourly rates quotes are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. "Estimated Hours" are non-binding and will be used at the State's discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be utilized as fixed rates for responses to separate statements of work.

2. The State intends to establish funding for up to 2000 hours over the life of the contract. Actual funding for enhancements will occur on a yearly basis and there is no guarantee as to the level of funding available to the project, if any.

## Appendix F

### PERSONNEL

The contractor commits the following personnel in accordance with the requirements of Section 2.060 Contract Management.

RFP Desired Expertise	Team	Steve Rosenberger	Victor Kaiser	Emil Lerch	Brett Peake	Bob Girsberger	Sara Shamblin	Jamie McFarland	Matt Dunphy
The Project Manager must be a certified Project Management Professional (PMP), or be able to demonstrate a minimum of 10 years project management experience	✓	✓	Project Manager Requirement Only						
10 years of recent IT project management experience managing large scale application development and implementation projects	✓	✓	Project Manager Requirement Only						
2 years experience with the State's WDS data structure and functionality (or similar state-level waste management data system),	✓	✓	Project Manager Requirement Only						
5 years of experience in the environmental field, implementing data management/decision support tools	✓	✓	✓		✓	✓	✓		
2 years of experience with thorough business knowledge of the State of Michigan hazardous waste, liquid industrial waste, solid waste, and scrap tire programs or similar state-level environmental programs.	✓	✓	✓			✓		✓	✓
2 years (3 years for PM) experience and in-depth knowledge of the management business practices of MDEQ-WHMD, or similar state environmental - waste management regulatory agency	✓	✓	✓			✓		✓	
2 years (3 years for PM) of experience with Federal RCRA, Subtitle C and D	✓	✓	✓						
2 years (3 years for PM) of experience with various aspects of the EPA's RCRAInfo data transaction processing (i.e., handler, compliance, permitting, corrective action, and biennial reporting) and experience with the Exchange Network's technologies, approved XML schemas, schema registry, data standards, protocols and guidelines for bi-lateral exchange.	✓	✓	✓						
2 years experience working on projects involving interfacing with the State of Michigan IT network and hosting environment or that of a similar state-level system.	✓	✓	✓		✓	✓		✓	✓
1 year experience working with or having thorough knowledge of the State of Michigan Site Registry (SR) data system (or similar state facility integration application) and the crosswalk of data from WDS to SR.	✓	✓	✓			✓	✓	✓	✓
2 years of experience writing flat files for translation from a state waste management application into US EPA's RCRAInfo	✓	✓	✓						
2 years of experience working with the US EPA's RCRAInfo XML schema	✓	✓	✓						
2 years of experience with Access Data Project (ADP) and Reports development	✓		✓			✓			✓
2 years of experience with Experience with ASP development	✓		✓	✓	✓	✓		✓	✓
2 years of experience with T-SQL and SQL Server DTS package	✓		✓	✓	✓	✓	✓	✓	✓

RFP Desired Expertise	Staff								
	Team	Steve Rosenberger	Victor Kaiser	Emil Lerch	Brett Peake	Bob Girsberger	Sara Shamblin	Jamie McFarland	Matt Dunphy
development									
2 years of experience with converting legacy application to a more scalable solution, either a web-based or client server approach (e.g., Microsoft .NET framework (VB, C#, ASP))	✓			✓	✓	✓	✓	✓	✓
2 years of experience with XML development and associated web services and the National Environmental Information Exchange Network design rules and conventions	✓			✓				✓	✓
Advanced experience with .NET frameworks 2.0, 3.5 and C#, ADO.NET and ASP.NET	✓			✓	✓			✓	✓

## Appendix G

### Abbreviations and Assorted Definitions

Central Data Exchange (CDX)	Point of entry on the Environmental Information Exchange Network (Exchange Network) for environmental data submissions to the U.S. EPA. Additional info at: <a href="http://www.epa.gov/cdx">http://www.epa.gov/cdx</a>
CROMERR	Cross-Media Electronic Reporting Rule. Legal framework for electronic reporting and record-keeping under most, if not all, of EPA's environmental regulations. Additional info at: <a href="http://www.epa.gov/cdx/index.htm">http://www.epa.gov/cdx/index.htm</a>
Custom Reporting Views or Tables (also referred to as Vg Views or Vg Tables)	Custom Reporting or "Vg Tables and Views" are used by current staff for custom reporting and are linked to with an ODBC connection. They are the data source for use in MS Office products like Access and Excel. The Select statement in a Vg_Table is a select with nolock on the table. The Vg_View is a Select with nolock on multiple tables with joins.
Data flow	Exchange Network term for any routine exchange of information between two or more network partners.
Design Rules & Conventions	Document developed by Exchange Network's Technical Resource Group (TRG) to provide the guidance for drafting XML Schema for the Exchange Network. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
Environmental Data Standards	Environmental data standards provide a common vocabulary for citizens, local governments, states, tribes, federal agencies and private sector organizations to communicate about environmental data. Additional info at: <a href="http://www.envdatastandards.net">http://www.envdatastandards.net</a>
EPA	U.S. Environmental Protection Agency. Additional info at: <a href="http://www.epa.gov">http://www.epa.gov</a>
Exchange Network	aka National Environmental Information Exchange Network. Partnership between state environmental departments and the U.S. Environmental Protection Agency for the exchange of environmental information efficiently and securely over the Internet. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
Flow Configuration Document	aka FCD. A document that is intended to define the supported data services and processes that are used to exchange information. The FCD serves as a guide for trading partners the details and challenges associated with a specific flow. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
HW	Hazardous Waste
LIW	Liquid Industrial Waste
Manifest	A form prepared by all generators who transport, or offer for transport, hazardous waste for off-site treatment, recycling, storage, or disposal. Currently, the manifest is a paper document containing multiple copies of a single form. When completed, it contains information on the type and quantity of the waste being transported, instructions for handling the waste, and signature lines for all parties involved in the disposal process. The manifest is required by both Department of Transportation and US EPA. Additional info at: <a href="http://www.epa.gov/epawaste/index.htm">http://www.epa.gov/epawaste/index.htm</a>
MDEQ	Michigan Department of Environmental Quality
MDEQ- WHMD	Michigan Department of Environmental Quality, Waste and Hazardous Materials Division
MDIT	Michigan Department of Information Technology
MDMB	Michigan Department of Management and Budget
MMTS	Michigan Manifest Tracking System <a href="http://www.deq.state.mi.us/wdspi/">http://www.deq.state.mi.us/wdspi/</a>
Microsoft Navision	An enterprise resource planning (ERP) software product from Microsoft intended to assist with finance, manufacturing, customer relationship management, supply chains, analytics and electronic commerce for small and medium-sized enterprises. Additional info at: <a href="http://download.microsoft.com/download/1/4/5/1452eff6-da63-4f2a-b43d-d77177f88f61/Navision_Overall.doc">http://download.microsoft.com/download/1/4/5/1452eff6-da63-4f2a-b43d-d77177f88f61/Navision_Overall.doc</a>
Node	A Network Node is a web server that facilitates the interface between back-end database systems and the Network. It is an entity's "point of presence" on the Exchange Network. Using standards-based web services and eXtensible Markup Language (XML) schema, Nodes securely initiate and respond to requests for information. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
Node Configuration Document	Describes the implementation and executable files for the technology platform for which they were deployed. The executable files will allow new partners with similar platforms to quickly deploy their Nodes and save costs. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>

MIBusinessOneStop	<p>The MIBusinessOneStop project initiative, formerly the Michigan Business Services Improvement Initiative (MBSii) is a multi-agency project, sponsored by the Governor's Office, to improve and simplify business transactions between State government and the business community.</p> <p>Under the charge of the Government Performance Improvement Initiative (GPPI), the State launched an investigative study in August of 2007 to identify government business interactions viewed by the Michigan business community as needing attention. The identified interactions were assessed and prioritized to determine those most ripe for process improvement and organizational streamlining. From this study the MIBusinessOneStop Team was formed to focus on improvement opportunities that will create streamlined government-business transactional processes. This includes rationalizing transactional work flow processes, IT applications technology, and establishing a 24 by 7 help desk, Streamline permitting processes, One stop shop for businesses, Improved communication between State and Businesses, Enable cross agency collaborative thinking/sharing, and Streamline licensing processes.</p>
PCB	Polychlorinated biphenyls (PCBs) are a class of organic compounds with 1 to 10 chlorine atoms attached to biphenyl which is a molecule composed of two benzene rings each containing six carbon atoms.
RCRAInfo	The EPA's RCRAInfo is the national database containing data collected from States and Regions reporting on hazardous waste pursuant to the Resource Conservation and Recovery Act (RCRA) of 1976 and subsequent amendments. EPA's RCRAInfo consists of 5 modules: Handler; Permitting; Corrective Action; Compliance, Monitoring & Enforcement; and Waste Activity Reporting. Additional info at: <a href="http://www.epa.gov/cdx/rcraft/">http://www.epa.gov/cdx/rcraft/</a>
Registry	The XML Registry provides a clearinghouse for information related to data flows on the Network, including XML Data Exchange Templates (DETs), XML Schemas, Namespaces, WSDL files, and other supporting files needed to map data flows between partners. The Registry contains information about schemas approved for use on the Network, as well as information about schemas under development. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
Schema	Files that serve as the framework for defining the data elements and rules in an XML document. Schema express shared vocabularies and allow computers to carry out rules made by people.
SEPS	Supplementary Environmental Projects
Shareable Schema Components	Product of the Core Reference Model -- reusable XML schema that organize related data elements common to multiple environmental data flows. Additional info at: <a href="http://www.exchangenetwork.net">http://www.exchangenetwork.net</a>
STATE OF MICHIGAN	State of Michigan
Translation	<p>As used in this document, the term Translation is intended to describe the data conversion process to convert the data in the WDS database into the EPA required format needed to meet EPA regulations, IE. Once the data is "translated", it can be sent to EPA. Also see RCRAInfo in this appendix for more information.</p> <p>Note: This "translation" be maintained to keep current with changes to the US EPA version of RCRAInfo, in the current platform and after the upgrade to Extensible Markup Language (XML).</p>
TSDF	Treatment, Storage and Disposal Facility (TSDF)
XML	aka eXtensible Markup Language. An open standard language used to create files for exchanging and displaying data. XML is an outgrowth of Standard Generalized Markup Language and provides a standard method for describing data based upon a syntax developed by the World Wide Web Consortium (W3C).