



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 25
to
Contract Number 071B1300137

CONTRACTOR	INFORMATION BUILDERS INC
	Two Penn Plaza
	New York, NY 10121
	Jennifer Kwapis
	248-641-8820 x-238
	Jennifer_kwapis@ibi.com
	*****7185

STATE	Program Manager	Heather Eakin	DTMB
		517-335-1892	
		EakinH@Michigan.gov	
	Contract Administrator	Terry Mead	DTMB
		(517) 284-7035	
		meadt@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 21, 2010	December 20, 2015	5 - 2 Year	December 20, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$9,848,816.00		\$2,900,000.00	\$12,748,816.00	

DESCRIPTION: Effective September 20, 2016, this contract is hereby INCREASED by \$2,900,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 22. The State is under no obligation to utilize all or any specific portion of the allocated dollars. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 24
 to
 CONTRACT NO. 071B1300137
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Information Builders Inc Two Penn Plaza New York NY, 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-641-8820 x-238	*****7185

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Heather Eakin	517-335-1892	EakinH@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Dtmb Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5 - 2 Year	December 20, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 20, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,348,816.00		\$ 2,500,000.00	\$9,848,816.00	

DESCRIPTION: Effective February 22, 2016, this contract is hereby INCREASED by \$2,500,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 22. The State is under no obligation to utilize all or any specific portion of the allocated dollars. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

\$15,901,077.57 Current Approved Ad Board Amount for DW Prequalification Program

\$2,500,000.00 Added to this contract

\$13,401,077.57 Remaining Ad Board Balance for DW Prequalification Program

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. **23**
 to
 CONTRACT NO. **071B1300137**
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	212- 736-4433	7185

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Heather Eakin	517-335-1892	EakinH@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	517-284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
X	2 year	<input type="checkbox"/>		December 20, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,348,816.00		\$0.00	\$7,348,816.00	

DESCRIPTION: Effective 11/3/2015, the first two year option is hereby exercised. The new Contract expiration date is 12/20/2017. Please note the Contract Administrator has been changed to Terry Mead. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement, and DTMB Procurement approval.

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. 22
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,500,000.00		\$7,348,816.00		

Effective March 02, 2015, Contract Section 2.024 is amended. DTMB Financial Services will issue Purchase Orders per approved/signed Statement of Work(s) in place of a Contract Change Notice.

As part of this amendment, this Contract is hereby INCREASED by \$1,500,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s). The State is under no obligation to utilize all or any specific portion of the allocated dollars.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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. 21
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
\$741,648.00	\$5,848,816.00

Effective January 26, 2015, this Contract was hereby INCREASED by \$291,648.00 by DTMB FS to support Senior Data Warehouse Developer, Kimberly Noren, extension per original bid TH-DW-00016 for an additional 1984 hours at \$147 hour.

Effective January 15, 2014 this Contract is hereby INCREASED by \$450,000.00 by DTMB Procurement to support a Data Warehouse BI Architect and Engagement Manager to be extended per already awarded TH-DW-00015 through 12/31/16 to support the Michigan State Police (MSP). (See attached posted SOW):

- Data warehouse BI Architect, at a rate of \$180/hour, total of 1840 hours at a total cost of \$331,200.00
- Engagement Manager, at a rate of \$200/hour, total of 594 hours at a total cost of \$118,800.00

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.

STATEMENT OF WORK

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the State of Michigan Department of Technology, Management and Budget Contract dated December 21, 2010, as amended by Change Notice No.1 dated March 4, 2011 between Information Builders, Inc. ("Vendor") and the State of Michigan, Contract No. 071B1300137 (the "Agreement"), and which terms and conditions are incorporated herein by reference. The end customer for this Statement of Work is the Michigan State Police ("Client") per awarded ITB: TH-DW-00015 through Contract Change Notice No. 5 with PO# 084N2202419 and amended through PO #084N3205217.

SCOPE OF SERVICES

Client has sought the assistance of Vendor's Professional Services personnel ("Consultants") to provide staff augmentation Services subject to the funding set forth below in the Payment Terms. Vendor's Professional Services are being extended for continued work on their current Dashboard. Further enhancements for Phase Four of the Dashboard will be defined by Client and entail enhancements for Officer Daily, Mapping, and DDACTS billed on a time and material basis as agreed upon by Vendor and Client. The Consultants shall work at the direction of the Client's Project Manager. Vendor will provide Client with two (2) Consultant(s) to work remotely, at Client's Lansing, MI facilities, or such other designated facilities as the parties may agree.

TASKS:

Vendor will assist with the following tasks for enhancements to Officer Daily, Mapping and DDACTS areas:

Project Management:

- Scheduling and facilitation of requirements gathering and requirements documentation in support of the State's SEM and SUITE methodologies
- Project Plan and Schedule
- Risk management and issue management Document
- Business requirements Documentation
- Bi-Weekly Written Status Updates

Requirements and Development Support:

- Design Document Development
- Reports based on Business Requirements
- Technical Solution Document as an outcome from the Joint design sessions
- Enhancements for Officer Daily, Mapping and DDACTS development
The estimated effort for each enhancement area is as follows; Officer Daily: 810 hours, Mapping: 810 hours, DDACTS: 814 hours
- Integrate with the ESRI mapping software
- Develop reports with the ability to drill down on further information based on requirements

Testing and Documentation:

- Application Unit and Functional Testing Document
- Remediation Support for User Testing
- Technical Solution Document

DELIVERABLE(S)

Deliverable(s) for this staff augmentation project are:

- Bi-weekly progress report(s)
This Deliverable must be submitted to the Client's Project Manager throughout the life of this project. This Deliverable will also be submitted with the billing invoices. Each bi-weekly progress report must contain the following:
 - Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
 - Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
 - Planned Tasking: Describe activities to be accomplished during the next reporting period.
 - Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
 - Issues: Indicate major issues/risks/changes, real or perceived, and recommend resolutions
- Within five (5) business days of the Agency Project Manager's receipt of the written Deliverable, Client shall notify Vendor of acceptance or rejection of the Deliverable or the Deliverable shall be deemed accepted.

ASSUMPTIONS

Vendor used the following technical and business assumptions in preparing this Statement of Work.

General

1. Client shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Manager and other staff as appropriate to direct and support the Consultants. If Client cannot provide this support, both the work and the work schedule may be adversely affected.
2. The Client Project Manager will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. All decisions made by Client relating to the implementation of Vendor's advice and recommendations are the sole responsibility of the Client.
4. If Client wishes to continue using Vendor services beyond the days/resources estimated in this Statement of Work, an Extension to the Statement of Work will be created through an amendment and executed through DTMB Procurement or DTMB Financial Services.
5. Client will provide information regarding Client's business policy, processes, and their organization sufficient to support Vendor's provision of Services hereunder.
6. Advice and guidance provided hereunder is not intended to replace or achieve more formal end user and technical training of Client's Users, which is separately available from Vendor.

Technical

1. Client has established and is responsible for maintaining the appropriate development environment(s).

Data

1. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Vendor shall not have or receive any Client customer or personal information that can be used to identify an individual as part of their normal course of business dealings. It will be Client's responsibility to assess the necessity of providing such information to Vendor on a case by case basis and in the event that Client deems it necessary, then Client and Vendor shall agree as to the method and means of its dissemination and timely removal. To the extent Client is providing test data to Vendor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

STAFFING

Vendor will assign the following resource(s) with the following skill set(s).

1. Engagement Manager
2. Data Warehouse/BI Architect

Vendor will schedule the appropriate resource(s) upon execution of this Statement of Work. A two to three week notice may be necessary.

Any vendor staff will be required to go through a complete background check, including fingerprinting, prior to resource starting work on this project. Any costs occurred for background check will be paid by the Vendor.

The designated Agency Project Manager is:

Katie Bower
Michigan State Police
Criminal Justice Information Center
Michigan State Police Headquarters
333 South Grand Avenue
Lansing, MI 48909
517-241-1661
517-241-1644
bowerk@michigan.gov

The designated DTMB Project Manager is:

Ramesh Devaram
DTMB
Customer Service
MSP HQ's, 4th Flr
333 S Grand Ave
Lansing, MI 48933
517-241-2281
devaramr@michigan.gov

PAYMENT TERMS

All Services, as outlined in this Statement of Work, shall be performed on a time and materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. A minimum engagement duration of five (5) workday(s) per Consultant is required. The applicable billing rate for the Consultant shall be at the rates shown below per Consultant per hour. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Vendor; however, all hours worked will be billed to and paid by Client. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

Resource Level	Hourly Rate (US\$)	Hours	Total (US\$)
Data Warehouse/ BI Architect	\$180	1840	\$331,200
Engagement Manager	\$200	594	\$118,800
Total Estimated Fees			\$450,000

The estimated consulting hours provided above is for project budgeting purposes only and should not be construed as a fixed price quotation. Vendor does not promise to complete any tasks or deliverables for

the amount estimated or within any specified timeframe. In the event additional hours are requested by Client, Vendor will extend these services subject to the availability of personnel, on a time and materials basis, upon receiving written authorization from Client through an amendment and executed through DTMB Procurement or DTMB Financial Services. Hours by resource level identified above are estimates only. Client may reallocate the total funding herein between the above resource categories as needed.

Payment: All fees and charges shall be billed on a monthly basis and such bills shall be due and payable forty-five (45) days after receipt of properly completed invoices as set forth in the Agreement.

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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 bi-weekly progress report Deliverable, and fees.

Client shall inform Vendor promptly in writing if it changes the person to whom invoices should be sent.

Miscellaneous: All pricing is valid through December 31, 2016 for the Services performed hereunder provided that this Statement of Work is executed on or before February 27, 2015. Vendor may utilize subcontractors to perform Services. The foregoing does not relieve Vendor of any of its obligations under this Statement of Work. Subcontracted personnel assigned will be invoiced to Client at the same rates set forth above.

ADDITIONAL TERMS AND CONDITIONS

For purposes of this Statement of Work, Client and Vendor hereby agree that the following terms and conditions shall apply and, by their signatures below, confirm that this Statement of Work constitutes an amendment to the Agreement solely with respect to the Services performed hereunder:

a. Section 2.250

This Section is modified to add the following:

Within five (5) business days of Client's receipt of the written Deliverable, Client shall notify Vendor of acceptance or rejection of the Deliverable or the Deliverable shall be deemed accepted.

b. Section 2.261

Any and all deliverables including software programs, source and object code, files, tapes, disks and related user documentation, originally developed or created for Client under this SOW ("the Work Product") shall remain the property of Vendor. Upon the payment of all fees incurred, Client shall have an irrevocable, perpetual, non-exclusive, worldwide, fully paid-up license to use, execute, reproduce, display, perform, modify, distribute (internally or to affiliates or wholly-owned subsidiaries) copies of the Work Product.

c. Section 2.121(o)

If any Services do not meet the warranty set forth in Section 2.120 of the Agreement, Vendor will use all commercially reasonable efforts, without charge, to bring its services to the specified level. In order to obtain such warranty service, the problem must be reported to Vendor within 90 days of delivery of the item in question.

d. Section 2.121(p)

Except for its warranty set forth in section 2.120 of the agreement vendor makes no other warranty, expressed or implied. Vendor disclaims any implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

The Effective Date of this Statement of Work shall be _____.

Executed By:

MICHIGAN STATE POLICE

Signature: Katie Bower

Name: Katie Bower
Assistant Division Director

Title: Criminal Justice Information
Michigan State Police Center

Date: 2/13/15

Executed By:

INFORMATION BUILDERS, INC.

Signature: Marc S. Bloch

Name: Marc S. Bloch

Title: Director of Finance & Operations
Professional Services Division

Date: 2/13/15

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. 20
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$283,712.00		\$5,107,168.00		

Effective January 14, 2015, this Contract is **INCREASED** by \$283,712.00 per already awarded ITB-007114B0001394 through Change Notice #14, for the extension of one (1) Data Warehouse Senior Architect to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service, (see attached posted SOW)

- 1984 hours for Data Warehouse Senior Architect, Ravi Kolli, at an hourly rate of \$143.00 (Service dates 01/14/2015 – 1/13/2016)

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
 MANAGEMENT AND BUDGET
 IT SERVICES
 for
 DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
 STATEMENT OF WORK**

Resource Extension Amendment – ITB-007114B0001394

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency’s BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State’s need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: Enterprise Data Warehouse Architect for ETL	Awarded Period of Coverage (including extensions): 3/17/2014-3/16/2015 Revised Period of Coverage: 01/14/2015 – 01/13/2016
Requesting Agency: DTMB/Center for Shared Solutions	Date: 1/8/15
DTMB Project Manager: Rob Surber	Phone: 517-373-7910
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB – 007114B0001394 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #14) to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service.

This request is to extend Data Warehouse Senior Architect Ravi Kolli for an additional 1984 hours at the current not-to-exceed hourly rate of \$143.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Architect, Ravi Kolli on March 17, 2014 to work with State IT and contract staff to help architect and administer the enterprise ETL environment. Ravi’s architecture and administration expertise is still a required component of the current Enterprise ETL environment and his duties will continue through this extension as they were originally requested in the ITB. This extension request is required earlier than the original March 2015 contract period end as Ravi worked additional hours during the initial months of the contract period (over 40 hrs per week) to cover an increased workload and accelerated project deadline.

BACKGROUND:

The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.

PROJECT OBJECTIVE:

The objective of this request is to continue to provide a resource capable of administering the ETL tool; providing direction to senior developers on creation of ETL jobs; and support change management processes, including promoting jobs to production.

SCOPE OF WORK:

Works with a variety of IT staff supporting various departments in the promotion of ETL work. Provides guidance, direction, and quality control over the creation of ETL jobs; serves as SME for the state on the overall ETL tool framework; ensures change management and security processes are in place and adhered to.

TASKS:

Technical support is required to assist with the following tasks:

- Provide detailed recommendations around the architecture, standards, hardware and software needed in support of the ETL tool.
- Maintain highly technical knowledge of the capabilities and functionality of the toolset and application of the tool to various applications within the State Of Michigan.
- Provide recommendations to projects and applications utilizing or planning to utilize the ETL tool to take advantage of efficiencies and capabilities in the product.
- Forecast growth and prepare roadmaps to maintain the viability and usability of the service to the State Of Michigan.
- Train backup to handle architecture responsibilities in their absence.
- Represent the ETL team on various DTMB and State Of Michigan committees as a technical resource.
- Provide administration of agency identified tool administrators including training, standards, permissions, roles, and guidance in performing their tasks.
- Serve as primary tool administrator for departments that are not able to provide an administrator for the tool.
- Provide backup for agency level administrators.
- Train backup to handle support when they are not available.
- Serve as primary technical contact between the vendor of the tool and the State Of Michigan for technical issues and problems.
- Work with Office of Enterprise Security to ensure that appropriate security measures are in place to protect agency data that utilizes the ETL tool.
- Remain up to date on Security issues related to the hardware and software supporting the ETL tool and service.
- Provide technical on-call assistance, as required, in support of the ETL tool
- Research and stay attuned to enterprise tools supporting data governance and management
- Recommend and support implementation of enterprise processes and policies ensuring improved data quality and improved data utilization (e.g. support cross-program data analysis).
- Administer the state's growing inventory of enterprise tools supporting data governance, meta-data management, and master-data management
- Provide introductory level training to DTMB personnel and others on these tools and processes.

Data Warehouse Senior Architect, Ravi Kolli possesses:

- ETL Administration and Architecture Experience, 5+ years
- IBM QualityStage / DataStage Experience, 5+ years
- ETL Job Development Experience, 5+ years
- System Administration in UNIX Environment Experience, 5+ years
- Mentoring and Leadership Experience, 5+ years
- A proven record of the ability to communicate with both technical and business area staff, 5+ years

DELIVERABLES:

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

Administer the ETL environment.

Support the ETL environment.

Managed the promotion and quality control of all ETL jobs.

Work with agency IT staff on job creation.

Install and configure ETL tools as needed.

Research and identify best practices regarding ETL tools and utilization.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will

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

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

The contract will be hourly based on time and materials.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 DTMB Project Manager is:

Rob Surber
DTMB, Center for Shared Solutions and Technology Partnerships
Romney Building, 10th Floor
111 S. Capitol Ave.
Lansing, MI 48933
517-373-7910
517-373-2939
surberr@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations – Constitution Hall – 1st Floor
W. Allegan St.
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

Agency standards, if any, in addition to DTMB standards.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 111 S. Capitol Ave, Romney Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

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. 19
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$124,800.00		\$4,823,456.00		

Effective January 5, 2015, this Contract is INCREASED by \$124,800.00 per Already Awarded ITB - 007114B0001802 through Change Notice #16, for the extension of one (1) Data Warehouse Senior Developer to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service. (see attached SOW)

- 1040 hours for Data Warehouse Senior Developer, Venukumar Maddineni, at an hourly rate of \$120.00 (Service dates 1/5/15-6/30/2015)

All other terms, conditions, specifications and pricing remain the same. Per contractor and



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK**

Resource Extension Amendment – ITB-007114B0001802

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency’s BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State’s need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: Enterprise Data Warehouse Sr. Developer for ETL	Awarded Period of Coverage (including extensions): 06/09/14-1/09/2015 Revised Period of Coverage: 01/05/2015 – 06/30/2016
Requesting Agency: DTMB/Center for Shared Solutions	Date: 12/22/2014
DTMB Project Manager: Rob Surber	Phone: 517-373-7910
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB – 007114B0001802 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #16) to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service.

This request is to extend Data Warehouse Senior Developer Venukumar Maddineni for an additional 1040 hours at the current not-to-exceed hourly rate of \$120.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Developer, Venukumar Maddineni on June 9, 2014 to work with State IT and contract staff to help with

application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. This resource developed etl jobs for Treasury during this timeframe. Those jobs have been completed and additional work has come in for other state agencies, primarily LARA for a data conversion project for their Liquor Control Commission area.

This position will continue to design, develop, test and implement ETL jobs using the IBM DataStage/QualityStage products. Additionally this position provides ETL expertise to other application developers in close collaboration with agency DBAs and other data management staff. This position also at times provides backup technical support in the installation, upgrade and maintenance of IBM Information Server products on a Sun Solaris Operating System.

BACKGROUND:

The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.

PROJECT OBJECTIVE:

The objective of this request is to continue providing a development resource capable of performing application development tasks in support of building BI applications and integrating data warehouse resources into other Agency applications; specifically designing and developing ETL jobs.

SCOPE OF WORK:

Works with a variety of IT staff supporting various departments in the promotion of ETL work. Provides guidance, direction, and quality control over the creation of ETL jobs; serves as SME for the state on the overall ETL tool framework; ensures change management and security processes are in place and adhered to.

TASKS:

Development support is required to assist with the following tasks:

- Create ETL jobs using IBM DataStage and QualityStage
- Analyze and prepare reports on data systems using IBM Information Analyzer
- Schedule ETL jobs as needed
- Perform testing and troubleshooting of ETL jobs
- Develop technical specifications supporting development of ETL jobs
- Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
- Some custom script development – possibly using SQL/ or Unisys
- Work with developers and end user query developers to design and improve database queries.
- Provide introductory level training to DTMB personnel and others on these tools and processes.
- Provide backup system administration functions for the ETL toolset
- Provide technical on-call assistance, as required, in support of the ETL tool

Data Warehouse Senior Developer, Venukumar Maddineni possesses:

- ETL Administration or Architecture Experience
- IBM QualityStage / DataStage Experience
- ETL job development Experience
- System administration in UNIX Environment experience
- Demonstrated ability to communicate with both technical and business area staff

DELIVERABLES:

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

Develop within the ETL environment.

Support the ETL environment.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies,

Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

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PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

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ACCEPTANCE CRITERIA:

The contract will be hourly based on time and materials.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

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

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 Agency Project Manager is:

The DTMB Project Manager is:

Rob Surber
DTMB, Center for Shared Solutions and Technology Partnerships
Romney Building, 10th Floor
111 S. Capitol Ave.
Lansing, MI 48933
517-373-7910
517-373-2939
surberr@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations – Constitution Hall – 1st Floor
W. Allegan St.
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 111 S. Capitol Ave, Romney Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

RIGHT TO OWNERSHIP:

State intends to own the Software at the end of the Contract

- Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.
- Vesting of Rights. The Contractor agrees to assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to

obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

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. 18
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$274,000.00		\$4,698,656.00		
Effective January 1, 2015, this Contract is INCREASED by \$274,000.00 per already awarded ITB-Th-00012 through Change Notice #3 and amended per Change Notice #8 and 13, for the extension of one (1) Data Warehouse Senior Developer to support multiple projects for the Department of Human Services (DHS) Data Warehouse that are critical to the to the DHS. (see attached posted SOW)				
<ul style="list-style-type: none"> 2000 hours for Data Warehouse Senior Developer, Suman Thirumani, at an hourly rate of \$137.00 (Service dates 01/1/2015 – 12/31/2016) 				

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
 MANAGEMENT AND BUDGET
 IT SERVICES
 for
 DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
 STATEMENT OF WORK**

Resource Extension Amendment – ITB-Th-00012

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency's BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State's need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: DHS Data Warehouse	Awarded Period of Coverage (including extensions): 12/1/11-12/31/2014 Revised Period of Coverage: 01/1/2015 – 12/31/2016
Requesting Agency: Department of Technology, Management, and Budget	Date: 12/11/2014
DTMB Project Manager: Heather Eakin	Phone: 517-335-1892
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB-Th-00012 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #3, and amended per Change Notice #8 and 13) to support the Department of Technology, Management and Budget (DTMB) Customer Services enhance multiple projects for the Department of Human Services (DHS) Data Warehouse that are critical to the to the DHS.

This request is to extend Data Warehouse Senior Developer, Suman Thirumani, for an additional 2000 hours at the current not-to-exceed hourly rate of \$137.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Developer, Suman Thirumani on December 1, 2011 to work with State IT and contract staff to help enhance the DHS Data Warehouse that are critical to the DHS.

Currently, there are a number of projects that will enhance the BRIDGES data warehouse by bring additional BRIDGES eligibility data to the data warehouse.

BACKGROUND:

The DHS has become more reliant on the DHS data warehouse to assist in various agency activities including policy research, legislative inquiries, budgeting, critical DHS reporting needs, plus activities in other areas.

The DHS Data Warehouse maintains the following data within the DHS Data Warehouse:

- New Case Intake Data (Limited)
- Case Worker Case loads
- DHS Program Eligibility Histories
- Medicaid Eligibility Information
- DHS Program Payment Histories
- Common Citizen / Addressses
- DHS Client Demographics
- Electronic Benefits Transfer
- Tempory Assistance to Needy Families (TANF) Counter
- FAP Eligibility Determination Data
- Children’s Services Data
- Protective Services Data
- 2000 Census Data
- Geo Coded DHS Addresses
- National Food Stamp Disqualifications
- Unemployment Data
- Quarterly Wage Data
- Interstate Assistance Matches (PARIS)
- SSI and RSDI Data
- Medicaid Compliance Program Data
- Enterprise Fraud Detection System Data

There have been several recent requests both internal to DHS as well as from outside research agencies that traditionally work collaboratively with DHS (e.g. - Public Policy Group, Social Security Administration, Mathematica, etc..) for information relevant to DHS’ Family Independence Program (FIP) clients. Data sets that need to be added to the Data Warehouse include success coach information, additional demographic information, medical review, program specific income data, and more.

This request is for ongoing contractual support to assist State and contracted staff in adding individual budget information data to the DHS Bridges data warehouse model. Also, other projects that modify or enhance existing DHS data warehouse to add value to the Department, building tools and work with end users to get them the data they need for them to be more productive.

SOM Enterprise Data Warehouse Environment:

Server Details:

- Teradata 5650-H, with 3 & 2 nodes (3 Nodes plus 2 ‘Hot Stand BY’ Nodes)
- Teradata version 14
- Teradata Utilities version 14.10
- Shared platform with other State of Michigan departments

Business Intelligence Environment:

Current environment – Business Objects XI 3.1 SP5 Tomcat 7.042

Future environment – Business Objects XI 4.1 SP4 and Tomcat 7.042 (Migrating middle of 2015)

PROJECT OBJECTIVE:

The key objective of this role is to provide ongoing assistance to the State and contractor staff in developing the ETL code for adding individual budget information data to the DHS Bridges data warehouse model to help

support the increasing demands for more sophisticated analysis and reporting.

Also, the project may include continuing to build upon and enhance the extensive DHS data warehouse to help support the increasing demands for more sophisticated reporting. As DHS looks to use its wealth of client information, the DHS data warehouse gives the department a viable option to reduce costs and avoid Federal sanctions.

SCOPE OF WORK:

- The Data Warehouse Senior Developer will work with State and contract staff to ensure that the DHS Bridges data warehouse model supports the data needs required by DHS.
- Work with State and contract staff to design the DHS Bridges data warehouse model to support the reporting and analytic needs of DHS.
- Work closely with State and contract staff to ensure that they are fully aware of the decisions and impacts involved in the supporting and/or enhancing the DHS Data Warehouse models and are able to support and extend them by the end of the contract.

TASKS:

Technical support is required to assist with the following tasks:

- Data warehouse developers perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other DHS applications. In addition they provide database expertise to other application developers in close collaboration with DBAs and other data management staff. This may include tasks such as:
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
 - SQL development.
 - Work with data warehouse developers and end user query developers to design and improve database queries.
 - Train other data warehouse developers in how best to design queries for a specific database.
- Data warehouse developers are also expected to be able to work with agency requestors to define and develop new queries, and provide training and technical support to both DTMB developers and end user query developers. These tasks may include:
- Working with end user requestors to understand their data needs and create and implement solutions to those needs.
- Develop and present training classes for end user developers to help learn how to most effectively use the data warehouse platform and the BI tools available to users to support their own data needs where possible.
- Develop and present training classes for DTMB developers to better understand how to use the BI development tools to create and implement reporting solution using the data warehouse.
- Provide one on one support for developers and end users to assist them in accomplishing their data reporting needs.

Data Warehouse Senior Developer, Suman Thirumani possesses:

- Teradata Utilities Experience
- SQL Assistant Experience
- Unix Shell Scripting Experience
- Teradata Version 13 or 14 Experience
- PL/SQL Experience
- SQL and Performance Tuning Training
- Business Objects Report Development Experience
- Business Analyst experience
- Public Assistance Eligibility & Benefit Determination knowledge

DELIVERABLES:

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

- Develop appropriate views for application developers and end users to enable access to authorized production data in the DHS data Warehouse.
- Develop or acquire test data and initiate tests to determine accuracy of program logic to produce desired results.
- Communicate effectively, verbally and in writing with developers, analysts, DHS clients, end users, management, and other third party vendors.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to

review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB Project Manager to develop formal acceptance criteria. Acceptance criteria for this project may include, but are not limited to:

1. All deliverables included in the State's System Engineering Methodology (SEM)
2. All Deliverables will not be considered complete until DTMB Project Manager has formally accepted them
3. All Documentation must be complete and meet state standards
4. All System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 Agency Project Manager is:

The DTMB Project Manager is:

Heather Eakin, Manager
Data Warehouse Section
Leveraged Services Division
Agency Services for DHS, CSES, and e-Michigan
Department of Technology, Management and Budget
9th Fl., Grand Tower Bldg, Lansing, Mi 48933
(517) 335-1892
eakin@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations – Constitution Hall – 1st Floor
W. Allegan St.
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

1. Provide direction to vendor staff in regards to work effort and priorities.
2. Provide telephone access for project-related calls originating from within the State's office.
3. Provide access to copying equipment for project-related documents.
4. Provide access to Facsimile equipment for items that are project related.
5. Provide computer hardware and software for consultants, *as deemed necessary*.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 235 S. Grand Ave., Grand Tower Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate.

RIGHT TO OWNERSHIP:

State intends to own the Software at the end of the Contract

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

rights that may be available for Deliverables.

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. 17
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
\$145,824.00	\$4,424,656.00

Effective 7/16/14, this Contract is hereby increased by \$145,824.00 and the following amendment of resource is as follows:

The services originally engaged based on TH-DW-00016 are being continued for the estimated time period of 7/16/14 to 1/15/15 for named resource below. Total cost of \$145,824.00:

1. Kimberly Noren, at a rate of \$147/hour, for one (1) Data Warehouse Developer Senior. Total of 992 hours at a total cost of \$145,824.00

All other terms, conditions, specifications and pricing remain the same. Per vendor and agency

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. 16
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$99,240.00		\$4,278,832.00		
Effective June 9, 2014, per #007114B0001802, the following resource is hereby added to the contract:				
Venukumar Maddineni, Senior ETL Developer, @\$120/hour, not to exceed 1,157 hours.				
All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK (SOW) TEMPLATE**

Business Intelligence (BI) Work Request

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency's BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State's need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of a DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Process for obtaining Business Intelligence Services

The State after formalizing a comprehensive Work Request will facilitate a second tier selection process for each Contracting effort. This BI Work Request template will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

Awards made as a result of any formal Work Request for BI Services will be subject to the Terms and Conditions of the Primary Contracts listed above. Each award will be issued as a change notice to the applicable Primary Contract.

Purchase Request Form Instructions

This is a Data Warehouse and Business Intelligence ITB. Only the pre-qualified Contractors listed below may submit proposals.

Contractor Name	City	State	Contract Number
Cognizant Technology Solutions US corporation	Teaneck	NJ	071B1300136
Information Builders	New York	NY	071B1300137
Optum Government Solutions, Inc.	Lansing	MI	071B1300138
MiPro Consulting, LLC	Milford	MI	071B1300140

Sogeti USA LLC	Farmington Hills	MI	071B1300141
Systems Technology Group, Inc	Troy	MI	071B1300142
TEK Systems	Hanover	MD	071B1300143
Thomson Reuters (Healthcare) Inc	Ann Arbor	MI	071B1300144
Mahindra Satyam Computer Services	Parsippany	NJ	071B1300139

Reminder: The following are requirements for Data Warehouse and Business Intelligence proposals:

- Contractors are limited to One (1) candidate per position
- Candidates MUST meet the minimum requirements of the position
- Two copies of each resume MUST be submitted (labeled Copy 1 & Copy 2)
- All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks)
- Rate proposal must be submitted according to instructions in the Information Required from Contractors Section, Rate Proposal.

Failure to adhere to any of the above requirements may result in the contractor being disqualified.

This request is issued under your Contract with the Michigan Department of Technology, Management and Budget, Procurement, as established under the Data Warehouse and Business Intelligence Program.

Project Title: Enterprise Data Warehouse Developer for ETL	Period of Coverage: 4/21/2014 – 9/30/2014
Requesting Agency: DTMB/Center for Shared Services	Date: 4/9/2014
DTMB Contract Administrator: Jarrod Barron	Phone: 517-284-7045
Required Skill Category Requested: One (1) Data Warehouse Developer	

<p>Brief Description of Services to be provided:</p> <p>CSSTP supports many of the State of Michigan's Business Intelligence (BI) environments. To maintain our level of service to other State of Michigan Agencies, CSSTP requires an Enterprise Data Warehouse Developer for the CSSTP's extract, transform and load (ETL) service. This position will perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. Specifically, this position will design, develop, test and implement ETL jobs using the IBM DataStage/QualityStage products. Additionally this position will provide ETL expertise to other application developers in close collaboration with agency DBAs and other data management staff. This position may also at times provide backup technical support in the installation, upgrade and maintenance of IBM Information Server products on a Sun Solaris Operating System. The position requires highly analytical and technical use of specialized software.</p> <p>BACKGROUND: The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.</p> <p>PROJECT OBJECTIVE: The objective of this request is to secure a development resource</p> <p>The services are expected to begin on April 28, 2014. The initial estimated time period is from 4/28/2014-9/30/2014, but may continue beyond the current contract period as agreed upon by both the State of Michigan and the selected vendor.</p> <p>SCOPE OF WORK/TASKS: Works with IT staff supporting various departments in the development of ETL systems and other data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.</p> <p>Development support is required to assist with the following tasks:</p>

- Create ETL jobs using IBM DataStage and QualityStage
- Analyze and prepare reports on data systems using IBM Information Analyzer
- Schedule ETL jobs as needed
- Perform testing and troubleshooting of ETL jobs
- Develop technical specifications supporting development of ETL jobs
- Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
- Some custom script development – possibly using SQL/ or Unisys
- Work with developers and end user query developers to design and improve database queries.
- Provide introductory level training to DTMB personnel and others on these tools and processes.
- Provide backup system administration functions for the ETL toolset
- Provide technical on-call assistance, as required, in support of the ETL tool

Other: Data Analysis Tools

- IBM DataStage
- IBM Quality Stage
- IBM Information Analyzer
- Unix Environment

DELIVERABLES:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include, but not limited to:

Develop within the ETL environment.

Support the ETL environment.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

DELIVERABLE ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
4. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative

total to date for the project.

5. **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and materials (hourly) basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 DTMB Buyer for this project is:

Jarrold Barron
DTMB – Procurement
Buyer, IT Division
Constitution Hall – 1st Floor
525 W. Allegan Street
Lansing, MI 48933
Phone: 517-284-7045
Fax: 517-335-0046
Email: barronj1@michigan.gov

AGENCY RESPONSIBILITIES:

- DTMB will provide direction to Contractor staff in regards to work effort and priorities.
- STATE will provide telephone access for project-related calls originating from within the State's office.
- STATE will provide access to copying equipment for project-related documents.
- STATE will provide access to Facsimile equipment for items that are project related.
- STATE will provide computer hardware and software, *as deemed necessary*.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will work at 111 S. Capitol Ave., Romney Building in Lansing, Michigan.

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 are to be observed unless otherwise agreed to in writing. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

No overtime will be permitted, unless prior approval is received in writing.

RIGHT TO OWNERSHIP:

State intends to own the Software at the end of the Contract

- Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.
- Vesting of Rights. The Contractor agrees to assign, and upon creation of each Deliverable automatically

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

CANDIDATES WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

- 1+ Years ETL Administration or Architecture Experience
- 3+ IBM QualityStage / DataStage Experience
- 5+ Years of ETL job development
- 1+ yrs system administration in UNIX Environment experience
- Demonstrated ability to communicate with both technical and business area staff

Prior Experience and Reference Validation will also be considered.

INFORMATION REQUIRED FROM CONTRACTORS

CANDIDATE INFORMATION

- Name and date of availability of the candidate.
- The resume(s) of the actual individual(s) proposed
- The results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.
- The results of a criminal background check and any additional screening required by a specific work statement to meet agency requirements upon award.
- Verification of a candidate's permission to work in the United States.
- Payment Rate for each resume submitted. Payment rates may not exceed the rates in the Contract. However, the Payment rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities.
- A signed commitment letter from the individual referencing the SOW number, with the candidate's name, signature, and date. Blanket commitment letters for all ITB's will not be accepted.
- During the response period, the Contractor may request any clarification needed on the Statement of Work.

RATE PROPOSAL

- All rates quoted in contractor's response to this ITB will be firm for the duration of the contract. No price changes will be permitted.
- **For funding , the State requests that the hourly rate for the Data Warehouse Developer be less than \$125.00 per hour.**

PROPOSAL SUBMITTAL

Submit 1 copy of each qualified name and resume and 1 copy of the Rate Proposal in accordance with the following instructions:

- Submit all bids ELECTRONICALLY via BUY4MICHIGAN NO LATER THAN 3:00 P.M. ON THE DUE DATE AS INDICATED ON BUY4MICHIGAN.
 - Submit with your proposal a signed cover letter with the company name, contact name and phone number, contact email address, vendor ID number, and ITB number

All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks)

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

May 8, 2014

CHANGE NOTICE NO. 15
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$317,440.00		\$4,179,592.00		
Effective immediately, per ITB-DW-JK-0013, Data Warehouse Senior Architect, Jim Tepin, has been extended for an additional 1984 hours at a rate of \$160.00/hr. to support DHS Fraud Detection. Contract is increased by \$317,440.00. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				

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. 14
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$283,712.00		\$3,862,152.00		
Effective immediately, per ITB#07114B0001394, Ravi Kolli will provide Data Warehouse Senior Architect Level support at a rate of \$143.00/hour, for an estimated 1984 hours. Contract is increased by \$238,712.00. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				

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

November 5, 2013

CHANGE NOTICE NO. 13
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$274,000.00		\$3,578,440.00		
Effective immediately, Suman Thirumani will provide continued support as a senior data warehouse developer at \$137.00 x 2,000 hours. Contract is increased by \$274,000.00. Please also note that the buyer has been changed to Whitnie Zuker. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				



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

September 6, 2013

CHANGE NOTICE NO. 12
to
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$485,000.00		\$3,304,440.00		

Effective immediately, this Contract is hereby INCREASED by \$485,000.00 per States work Request, ITB-TH-DW-0015 for Phase 3 of Michigan State Police Dashboard Project.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 11
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$294,000.00		\$2,819,440.00		

Effective immediately, this Contract is hereby INCREASED by \$294,000.00 per States work Request, ITB-JK-DW-0016.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 10
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
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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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$317,440.00		\$2,525,440.00		

Effective immediately, this Contract is hereby INCREASED by \$317,440.00 per States work Request, ITB-JK-DW-0013 for data warehouse project and vendor's response dated April 17, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 9
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		Dec. 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$175,000.00		\$2,205,000.00		

Effective immediately, this contract is hereby INCREASED by \$175,000.00 per State' Work request, #JK-DW-00012 for DOC Data Warehouse Project and vendors response, dated January 18, 2013 to work request #JK-DW-00012.

Per vendor and agency agreement and DTMB Procurement approval.

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

January 28, 2013

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		Dec. 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$274,000.00		\$2,030,000.00		

Effective immediately, Suman Thirumani is incorporated into this Contract as a Senior Data Warehouse Developer at \$137.00/hour, 2000 hours.

This contract is also hereby INCREASED by \$274,000.00. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and the approval of DTMB Procurement.

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

July 18, 2012

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 21, 2010	December 20, 2015	5, 2 Yr. Options	December 20, 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective immediately, this contract is hereby INCREASED by \$274,000.00 for year 2 of services performed by Sandep Nagamally, hourly rate \$137, for a period of 1 year.		
All other terms, conditions, pricing and specifications remain the same.		
Per vendor and agency agreement and DTMB Procurement approval.		

VALUE/COST OF CHANGE NOTICE:	\$294,000.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,482,000.00

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

June 25, 2012

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121		Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 21, 2010	December 20, 2015		December 20, 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective immediately, this contract is hereby INCREASED by \$294,000.00 per State' Work request, #TH-DW-00016 for DHS Data Warehouse Project and vendors response, dated June 19, 2012 to work request #TH-DW-00016. Please note that the buyer has been changed to Joe Kelly. Per vendor and agency agreement and DTMB Procurement approval.		

VALUE/COST OF CHANGE NOTICE:	\$294,000.00
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,482,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 28, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: Barb Suska (517) 335-4067 DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS	SHIPMENT
NA	NA
F.O.B.	SHIPPED FROM
NA	NA
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby **INCREASED** by \$640,000.00, per State's work request:#UTB-DW-00015 for MSP Data Warehouse Project and Vendor's work request response, dated February 23, 2012, to work request ITB-TH-DW-00015.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and DTMB Procurement approval.

INCREASE: \$640,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,188,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 17, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: Barb Suska (517) 335-4067 DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS <p style="text-align: center;">NA</p>	SHIPMENT <p style="text-align: center;">NA</p>
F.O.B. <p style="text-align: center;">NA</p>	SHIPPED FROM <p style="text-align: center;">NA</p>
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following changes are hereby incorporated into the Contract, per the February 7, 2012 Administrative Board approval:

- The total estimated Contract value has been **REDUCED** by \$7,017,937.50.
- The reduced funds have been reallocated into a pool to support the Data Warehouse Business Intelligence program, administered by DTMB-Procurement. Funds will be made available following a second-tier selection process.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per DTMB Procurement approval and the approval of the State Administrative Board dated February 7, 2012.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$548,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET December 16, 2011
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: Barb Suska (517) 335-4067 DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS NA	SHIPMENT NA
F.O.B. NA	SHIPPED FROM NA
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, Suman Thirumani is incorporated into this Contract as a Senior Data Warehouse Developer at \$137.00/hour, 2000 hours. This work request is for one (1) year, with a one (1) year option.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,113,937.50

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

July 18, 2011

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B1300137
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121		TELEPHONE: (212) 736-4433
		VENDOR NUMBER/MAIL CODE
Email: Jennifer_kwapis@ibi.com		BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: DTMB-Data Warehouse Business Intelligence (BI)		
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015		
TERMS	NA	SHIPMENT
		NA
F.O.B.	NA	SHIPPED FROM
		NA
MINIMUM DELIVERY REQUIREMENTS		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following resource is added to this contract:

Sandep Nagamally, hourly rate \$137, for a period of 3 years with 2 option years.

Please also note that the buyer has been **CHANGED** to Tammi Hart. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,113,937.50

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

March 4, 2011

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B1300137
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-2943 Dana Schafer
Contract Compliance Inspector: DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS NA	SHIPMENT NA
F.O.B. NA	SHIPPED FROM NA
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

This change notice is to correct the contract number that was originally listed on the contract, the correct number is 071B1300137, not 071B1300037. Please also note that the buyer has changed to Dana Schafer.

AUTHORITY/REASON(S):

Per Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,113,937.50



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No.071B1300137
[Data Warehouse Business Intelligence](#)

Buyer Name: [Jacque Kuch](#)
Telephone Number: [517-241-0239](#)
E-Mail Address: kuchj@michigan.gov



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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.
Audit Period	See Section 2.110
Backup and Restore	Two processes required for ensuring that data is not lost due to failure. Backup is the process of saving the data from the Data Warehouse to tape or some other persistent storage medium. Restore is the process of replacing that data on the Data Warehouse (in its original form) from the backup medium.
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.
Conversion	Conversion is the process of modifying the State's current application that utilizes the Teradata data warehouse to operate with the Vendor's proposed solution. This will include conversion of the Extract Transform and Load (ETL) processes, reporting system configuration, production system conversion, and testing.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
Test/Development/DR System	This is a smaller version of the production data warehouse system used on a day by day basis for testing and development purposes, but can be used to replace the majority of the production data warehouse functionality in the event of a catastrophic failure of the production system.
Disaster Recovery	This is the process/system that provides a way to continue to use data warehouse functionality in the event of a catastrophic failure of the production data warehouse that makes it unavailable for an extended time.
DTMB	Michigan Department of Technology, 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 in Article 1 as Key Personnel.
Migration	For the purpose of this RFP migration will be defined as the movement of the data from the State's existing data warehouse to the new data warehouse platform
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.
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
Platform	the hardware and software components that comprise the entire data warehouse system
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 for the benefit of the State.
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 purpose of this contract is to provide a source of Business Intelligence professional services to support the State's data warehouse and related development.

The data warehouse is maintained and hosted by the Department of Technology, Management and Budget (DTMB) and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG), and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future.

1.100 Scope of Work and Deliverables

1.101 In Scope

Providing staff augmentation and project development support for data warehouse and related application development.

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).

All services and products provided in this Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. 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 DMTB. 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 Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. 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 Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

All computer information systems and applications operate in a secure manner and comply with State Enterprise IT Security Policy and Procedures as found on the website:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

The State's security environment includes:

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

**IT Strategic Plan:**

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

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>

Agency Specific Technical Environment

The agencies that use the Teradata use a range of databases and operating systems including Oracle on HP/UX, Solaris and Windows, SQL/Server on Windows and MySQL on Linux. All of these environments must be able to directly access data on the new platform and must be able to feed data to the data warehouse.

The State supports a Business Objects reporting/query system that is used by several agencies to access the data warehouse. One instance runs on HP/UX with an Oracle 10g repository and another runs on Windows with an Oracle 10g repository.

Three of the agencies (DCH, Treasury, and SCAO) use BI/Query to access the data warehouse.

1.104 Work and Deliverables

Deliverables described in section 1.104 are not all inclusive.

Professional Business Intelligence (BI) Services*Requirements:*

The State requires BI services in support of the data warehouse. In some cases this will be to support agencies without sufficient DTMB support to enable them to accomplish this with state staff. In other cases the agency has extensive DTMB support, but requires staff augmentation to assist them to deal with agency demand for services. In yet others an agency may ask for the pre-qualified BI service Contractor to quote and build a system for the agency to maintain.

Pre-qualified Contractors will be required to sign this Primary Contract with DTMB Purchasing Operations.

The Primary Contracts and any resulting Work Contracts will be written so as to incorporate by reference all the terms of this Contract. DTMB may include additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that Work Contracts will be awarded to any pre-qualified Contractor(s) by the SOM.

In any of these cases there will be specific skill sets required including:

1. Data Warehouse Project Manager

- Manages the integration and/or development and delivery of very large and complex deliverables directly to the customer, or in support of a major enterprise-wide program. This position provides the primary interface between the Contractor, the State and third party providers.
- Establishes and manages the project plan, according to SUITE standards, including the development schedule, resource requirements and integration efforts of third party products. Periodically reports progress to State management.
- Motivates and directs project team; sets goals, objectives and priorities; assigns and reviews work.
- Acts as the primary interface with the State on issues regarding the project deliverable. Makes sure customer reviews are held with the customer user community and obtains sign-off on status reports and requirements.



- Makes sure approved methods, processes and tools are consistently used.
- Is accountable for meeting project schedule and results as well as for the State customer satisfaction and quality of the deliverables.

2. Data Warehouse Architect

- The data warehouse architect designs total solutions involving multiple systems for large organizations. Solutions may use third party hardware and software. Participates/leads in the construction of models and pilot programs with senior level managers.
- Conducts models and pilot programs to test proposals or develop solutions to problems. Develops measurement criteria to evaluate programs and projects and develops or reviews estimates on technical aspects of projects.
- Develops design proposals to meet customer needs.
- Approves integrated systems design proposals for technical content.
- Monitors the implementation for technical correctness so that customer needs are met.
- Identifies, analyzes and evaluates alternative design solutions.

3. Data Warehouse Database Administrator

- A database administrator (DBA) is responsible for the availability, safety and usefulness of a database. This may include tasks such as:
 - Software Installation and database management system upgrades.
 - Software upgrades to ensure the database is in compliance with critical security patches, or, software upgrades deemed necessary by the State.
 - Working in conjunction with system administrators, server configuration to ensure that the entire database system is capable of providing the services needed.
 - Performance monitoring to identify bottlenecks and places where throughput can be improved.
 - Security administration to ensure that the database cannot be accessed by unauthorized parties or damaged by anyone.
 - Configure access to the data warehouse and communication between the data warehouse and other servers.
 - Physical database design translates the logical database design to work optimally for the specific database environment.
 - Working with developers, establish standards and guidelines for access to the database.
 - Backup and Restore management to ensure that no data is lost and that backups can be restored in a timely manner.
 - Work with developers to optimize their queries.

4. Data Warehouse Developer Senior/Junior

- Data warehouse developers perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. In addition they provide database expertise to other application developers in close collaboration with DBAs and other data management staff. This may include tasks such as:
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Create extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
 - SQL development.
 - Work with developers and end user query developers to design and improve database queries.
 - Train developers in how best to design queries for a specific database.



5. Data Warehouse Designer/Modeler

- A data warehouse designer is responsible for the layout and navigability of a database. This involves defining the tables, keys and relationships that will allow an application to retrieve and update data correctly and efficiently. This may include tasks such as:
 - Working with end users and developers to understand the data needs of an application and the larger systems.
 - Providing different designs for different database uses. For example an OLTP database design will not be the same as one for a data warehouse. Designers must understand the uses to which their designs will be put.
 - Documenting the data involved including definitions, constraints and access needs.
 - Creating and maintaining logical designs, including Entity Relationship diagrams, which illustrate what data will be stored, how it is organized, how it can be retrieved (keys) and how it relates to other data in the database.
 - Creating and maintaining data definition language (DDL) that can be used to create and update the database.
 - Working with the DBA and application developers, modify the logical design to create a physical design most suited to the database environment and the applications that will use it.
 - Work with developers and DBA to create and maintain database design standards.

6. Data Warehouse Business Intelligence Report Developer

- Data reporting staff work with agency requestors to define and develop new queries, and provide training and technical support to both DTMB developers and end user query developers. Their tasks may include:
 - Working with end user requestors to understand their data needs and create and implement solutions to those needs.
 - Develop and present training classes for end user developers to help learn how to most effectively use the data warehouse platform and the BI tools available to them to support their own data needs where possible.
 - Develop and present training classes for DTMB developers to better understand how to use the BI development tools to create and implement reporting solution using the data warehouse.
 - Provide one on one support for developers and end users to assist them in accomplishing their data reporting needs.

7. Data Warehouse Business Intelligence Analyst Senior/Junior

- Business Intelligence/Data Warehouse staff work with end users to provide information in a number of different ways. This may include tasks such as:
 - Running Joint Application Design (JAD) sessions to understand what data is needed and how it is likely to be used.
 - Creating ad-hoc queries to answer specific user questions.
 - Program design and specification.
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Supporting end user to enable them to create their own queries and reports as needed.
 - Identify data problems and work with developers to correct them.
 - Using advanced analytics, provide agencies with predictive and explanatory analysis to enable them to better accomplish their missions
 - Organize and run user groups to encourage self support among end user and DTMB query and other BI application developers

8. Data Warehouse Help Desk Analyst

- Help desk staff provide first line support for end users and developers, when there are problems with their use of the data warehouse and BI tools.
 - Accept problem reports and provide guidance for correction, or pass on status information where possible.



- Direct unresolved problem reports to second line support (this may be either DTMB DCO or developer staff or Contractor staff responsible for a BI application).
- Track and analyze problem occurrences and resolution.

9. Knowledge Transfer/Transition

While the BI services Contractor(s) will be working closely with DTMB staff in most cases, they are still required to provide documentation for any work that they do, which describes both what was done and why it was done in that fashion. In addition BI services staff will be required to perform informal training to state staff on platform issues, applications written by the Contractor, and general data warehouse usage.

Information Builders Advanced Analytic Software Packages

Agency Predictive Analytics BI Portal

WebFOCUS RStat is the market's first fully-integrated business intelligence and data mining environment, seamlessly bridging the gap between backward and forward-facing views of business operations. With WebFOCUS RStat, the State of Michigan can easily and cost-effectively deploy predictive models as intuitive scoring applications. So Agency users at all levels can make decisions based on accurate, validated future predictions, instead of relying on gut instinct alone.

Information Builders Agency Predictive Analytics solution provides a BI portal for business users to consume the results of advanced analytic modeling. This eliminates the need to purchase and maintain multiple tools, and frees analysts and other statisticians from spending countless hours extracting and querying data. At the same time, it reduces costs, simplifies maintenance, and optimizes IT resources. The Information Builders Predictive Analytics BI Portal provides servers with access to over 250 data sources, for both BI developers and data miners. It also provides comprehensive data exploration, descriptive statistics, interactive graphs, in-depth data visualization and transformation, and hypothesis testing, clustering, and correlation analysis.

With the use of Information Builders Predictive Analytics BI Portals, Agencies can set up an advanced analytic environment to analyze critical challenges key to the improving program performance. The Predictive Analytics Portal will leverage Data Warehouse information assets and allow Agencies to proactively engage in advanced analysis while serving up the business information to key roles within each Agency. The Portal will establish a consistent method for predictive analytics to target critical Agency challenges with a non tool-based approach. Role-based security will be included in the Portal so that the right information is delivered to the right individuals as defined by Agency executives.

Enterprise Uses of Information Builders Predictive Analytics:

Benefit Fraud: Information Builders waste, fraud, and abuse solutions can help Michigan Agencies combat benefit fraud – setting up an early warning alert system for adjudicators and investigators around applications that have a high probability of being fraudulent. Information Builders predictive analytics enables the discovery of emerging suspicious activity that can be assigned a high probability of fraud using advanced modeling techniques. The probability once scored serves as a prioritization system for the priority for which claims or benefit applications should receive additional review prior to being processed or paid. The predictive analytics solution will integrate seamlessly with current business processes and systems and will leverage information available in the Data Warehouse, transactional systems, and other specialized data sources. The solution will provide a customized view of key information according to the key roles within each organization to enhance critical decision making through a stand-alone BI Portal. Predictive analysis on potential fraud can also be supplied as an input to core claims processing and other transactional systems. Information Builders waste, fraud, and abuse predictive analytics portal can be applied to all major State of Michigan benefit programs such as DHS Bridges, MDCH Medicaid, DELEG Unemployment Insurance claims, and MSHDA housing grants / benefits among others.

Work Management: Information Builders Work Management Predictive Analytics Portal Solution helps Agencies optimize the allocation of state government resources whether it be staff, facilities, or outreach / marketing program dollars. By predicting the demand for state services or the likelihood of incidents occurring (crime, child abuse as examples), models will be developed within the Work Management Predictive BI Portal



to optimize resource allocations to both save money and improve outcomes for citizens in the State of Michigan. Actionable information will then be deployed to key roles within the Agency in the BI Predictive Analytics Portal specific to each role and responsibility.

Improve Audit Results: In order to ultimately increase revenue for the State of Michigan, Agencies can deploy the Information Builders Audit Optimization Predictive Analytics Portal that could assist organizations such as the Treasury Tax Compliance Division more precisely target candidates for audits (across various taxes) to increase the revenue generated from field audits. As an example, the challenge with enhanced approaches to Corporate Tax Compliance analytics is in finding the golden needle - as a small percentage of audits account for a very large proportion of assessments. Typically, traditional methods of audit selection include for tax compliance focuses on top contributors and corporate tax filers who have previously been audited. This analysis is single-threaded around the study of a single metric such that it becomes difficult to identify and leverage patterns from audit outcome data. With the use of advanced analytics, it is possible for Tax Compliance Departments to accurately identify and prioritize tax returns that have a high likelihood of under-reporting and a high magnitude of potential collection by augmenting their rules-based tax auditing systems with scores generated by analytical modeling – improving audit success by as much as 20 to 50 percent. In addition to improved initial audit selection, the Information Builders Audit Optimization Portal includes the detective capability of uncovering new patterns within program data to allow Agencies to enhance predictive analysis so that audit selection can be enhanced in an ongoing fashion.

Policy Outcomes Evaluation: Predictive modeling can be used by Agency and Department, and the Administration as a whole to inform policy decisions. This is done where managers might want to gain insight on the importance and relationships of variables associated with program outcomes. For policy modeling it is important to have historical data that can measure attributes over time. Better understanding the relative significance of variables in contributing towards successful program outcomes allows state government officials to make data-driven decisions. Likely, policy decisions could be enhanced as Agency and Department management combines results of advanced analytics with their own experience.

In these scenarios, and many others, the benefits for the operational decision-maker come in the form of improved risk assessment and more precise expectations about the future. The accuracy of decision-making is based on four variables: the quantity of detailed historical data available, the means to correctly assess the importance of each factor within that historical data, and the ability to automate the process of data collection, forecasting, and risk assessment and the options available for operational consumption of predictive analysis. Information Builders Predictive Analytics BI Portal makes it easy for State of Michigan Agencies to attack program-specific critical challenges with results easily consumed for better decisions at all levels of the organization.

		Price	Support	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Active Reports	1	25,548	5,110	30,658
WebFOCUS RStat Predictive Analytics	1	0	25,000	25,000
Total		194,783	63,957	258,740

Pricing is for 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Program specific pricing can be provided upon request.

Information Builders Operational BI Applications

Agency Performance Management Solution

Information Builders Performance Management Framework (PMF) delivers a platform for holistic and pervasive operational performance management. PMF gives you a comprehensive platform for creating and managing your organization’s culture of performance and accountability. PMF offers personalized end user dashboards, metric blogging, print-quality publishing, mobile alerts, deep analytics, strategy authoring, and easy-to-use set up wizards. More than any other solution, PMF combines these key capabilities right out of the box.



Information Builders PMF is an application that allows Agencies to store and track metrics and aggregate these metrics into scorecards to evaluate strategic goals. It also provides tools to keep the metrics updated with current data. PMF metrics are multidimensional; to let employees at all levels track their own progress and see how their work integrates with overall Agency Performance Management strategy.

Benefits for State of Michigan Agencies:

- **Better communication** - The most important driving force for a successful organization is good communication. PMF Dashboards provide a set of easily assembled information gadgets – pre-built grids, graphs, and tools that provide one-glance status on key performance metrics and strategies.
- **Collaboration** - Any Key Performance Indicator (KPI) can be blogged so users at any level of accountability can participate in making the KPI clear. This will allow State of Michigan to track and store blogger information and display KPI status. Users can see related threads and branches easily to help them understand why or what is being done to assist with the KPI. Another collaboration feature in PMF is the threading and forwarding of alerts. Alerts cause an action and engage others to change operational outcomes. Users can receive alerts to their dashboards or email accounts. They can set up an alert to run automatically, and forward them on for action with comments.
- **Alignment** - State of Michigan can easily align metrics, processes, projects, cause/effect linkages, and owners to best represent the goals and strategic themes of the business. These alignments can be changed dynamically and graphically with the result being immediately available to every user and reflected in all dashboards and published documents – in real-time. Adjusting the weights, thresholds, and tolerances is also easy for business users. This empowers business and strategy owners to manage performance and accountability and lets them prioritize their metrics.
- **Easy deployment** - One of PMF’s key benefits is —Real Rapid Start - PMF implementations take weeks, not months or years. This will allow State of Michigan Agencies to quickly see benefits of automating their approach to performance management.
- **Low IT support costs** - This application was developed from the ground up to be fully supportable and maintainable with little or no IT resources – the business Agency that wants to manage its performance does the implementation, not IT. Instead of a lengthy, costly ETL project to acquire metrics and dimensions, PMF provides a simple wizard and scheduling system.
- **Flexibility for change** - This solution is infinitely customizable because each and every part of it is constructed with business intelligence components. It was designed to manage, measure, and analyze anything, delivering a performance solution for any horizontal process (finance, human resource, information technology, call center are some examples) or in any vertical service line. This flexibility allows various metahorizontal disciplines (risk management, compliance, and governance) to be managed and aligned with performance goals.

		Price	Support	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Performance Management Framework	1	100,000	20,000	120,000
Total		219,735	53,847	323,082

Pricing is for a 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Program specific pricing can be provided upon request.

Agency Role-Based BI Application

While high-level planning and strategizing are vital to an organization's success, it is the countless day-to-day tasks and processes – carried out by workers on the front lines – that play the biggest role in state government performance. Unfortunately, the systems that support these operations are often disjointed and dispersed, creating silos of information that hinder collaboration across teams and departments, as well as with external stakeholders such as service providers and citizens. This can lead to inefficiencies that waste resources,



preventing state government Agencies from reaching optimum results for dollars spent on delivering core services at a time of declining state revenue.

Information Builders Role-Based BI Application will provide real-time information to Agency staff, partners, and citizens with no training required for users. The role-based BI applications will be available to Agency staff at all levels and would also allow Agencies to open up use of the solution to State of Michigan partners, service providers, and citizens. With our guided ad-hoc technology, users can rapidly create custom reports as simply as if they were shopping online. They can easily choose columns, sort criteria, measures, and output formats, to generate their own personal reports.

Additionally, simple menu selections enable repeat delivery via email in any preferred format including Excel, PDF, HTML, Word, or even as innovative Active Reports which allow for offline analysis. A single guided ad-hoc reporting template can generate thousands of different reports to meet all Agency user requirements, from management, supervisors, to frontline workers. And, through the WebFOCUS Managed Reporting Portal, users can organize and navigate through guided ad-hoc reports, dashboards, and archive report libraries. Additionally, built in security keeps data protected at all times, by granting access to authorized users based on their role within the organization.

		Price	IR	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Active Reports	1	25,548	5,110	30,658
Total		194,783	38,957	233,740
Optional Components for BI Applications	1	20,000	4,000	24,000
iWay Enterprise Index for Lucene - Level 1 (500,000 documents)				
WebFOCUS Magnify for Lucene - Level 1 (500,000 documents)	1	30,000	6,000	36,000
iWay Utility Adapter Bundle	1	20,000	4,000	24,000
Lucene Support Fee		0	6,000	6,000

Pricing is for a 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Application or program specific pricing can be provided upon request.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

Business Intelligence Services Staff Requirements

1. Contractor(s) must manage and implement BI projects with minimal State involvement.
2. Contractor(s) must provide services during normal working hours (Monday through Friday, 7:00 a.m. to 6:00 p.m. ET.) and possible night and weekend hours depending on position and project requirements. No overtime will be authorized or paid. 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. Contractor(s) shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. Contractor(s) will not be reimbursed for travel expenses or travel time.
3. Contractor(s) work is to be performed, completed, and managed in the Lansing, MI area:
4. Obtaining BI Services
The State after formalizing a comprehensive Work Request will facilitate the second tier selection process for each Contracting effort. A Work Request template will identify the statement of work,



category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

- a. Contractor(s) must respond fully to a service request with the following candidate information within five (5) days of issuance by the State on the Bid4Michigan site. Responses must include:

Resumes of qualified staff for each position the State has requested.

Date of availability for each candidate.

The results of two reference checks that the Contractor(s) has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.

Verification of a candidate's permission to work in the United States.

Rate for each resume submitted. Rates may not exceed the rates in the Contract. However, the rates may be less, depending on the State's requirements, nature of the job market, and the candidate's abilities.

- b. Contractor(s) may request clarification regarding the State's request during the response period. If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in a written response to the State.
- c. The State will evaluate the resumes and references of submitted candidates. Selection will be based on a best value evaluation using the criteria identified in the Work Request and the rate provided by the Contractor. Other selection criteria or tools which may be in the best interest of the State may be utilized to make a selection.

The State may contact the Contractor to request an interview with a candidate. The Contractor will be responsible for setting up all interviews. At the State's discretion, the interview may be conducted over the telephone. The State may, at its discretion, request a face-to-face interview. In this case, all expenses travel or otherwise, resulting from such a request must be borne by the Contractor.

- d. After selecting the resume(s) that present the best value to the State, the State will notify Contractor(s) regarding its selection.
5. Contractor(s) will be responsible for setting up all interviews between the candidates and DTMB/Agency management, if requested by DTMB.
 6. Contractor(s) will provide a mechanism for expedited procurement of staff to meet a need for immediate replacement or for mission critical services.
 7. Contractor(s) will ensure that the staff proposed for this assignment are fully trained and meet the skill set requirements of the job position being filled. The State makes changes to its technical architectures from time to time. If a Contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor (s) are responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular tool in order to perform their State assignment.) or providing new resources who are trained in the new tool, at the State's discretion. Contractor (s) or the assigned Contract staff may elect to pay for the training necessary to continue working on the assignment. The cost of the course, including any travel expenses, and the training hours will not be billable to the State.
 8. Contractor(s) is responsible for providing a 30 day written notice to the State in addition to a plan for transitioning to a new resource including knowledge transfer in the event an individual is terminated or voluntarily withdrawn from an assignment. The State will not reimburse the Contractor for both the departing resource and the incoming resource during the transition period. The State can request the Contractor replace the individual with an individual of equal or greater qualifications.



- a. Contractor(s) staff will be subject to the rules, regulations, and policies of DTMB and the Michigan Department of Civil Service.
- b. Contractor(s) staff assigned to work with restricted (a.k.a. sensitive) data have an obligation to safeguard and protect the confidentiality of such data. Further, if the staff member accidentally or purposefully releases restricted or sensitive data, the Contractor assumes full responsibility for any resulting penalties.
- c. Contractor(s) assumes full responsibility for the acts of all subcontractors.
- d. Contractor(s) may use subcontractors to fulfill requirements of the Contract. If subcontractors are employed, Contractor will pay subcontractors within 30 days of the Contractor's monthly invoice.
- e. Contractor(s) will ensure that staff exhibits professional conduct and act in the best interest of the State.

Contractor(s) may not remove or reassign staff to other Contracts unless mutually agreed upon by the State and the Contractor(s). If staff is removed without compliance the State has the right to impose a monetary penalty of up to 1% of the previous month's invoice total.

C. On Site Work Requirements

Requirements:

1. Location of Work

The work is to be performed, completed, and managed at the following locations:

- State office buildings in the immediate Lansing, MI area.
- Some professional services related to projects may be performed in the Contractor's office in the Lansing area on a case by case basis, or other location as mutually agreed upon.

2. Travel:

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

3. 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.

All proposed Contractor personnel for BI services must satisfy the security requirements for the agencies in which they will be working—at the minimum signing the Agency security forms. In addition some Agencies (Treasury for example) require personnel to attend additional security training and agree to be bound by their requirements.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

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

1.202 State Staff, Roles, and Responsibilities

A. The State will provide the following resources for the Contractor's use:

- Work space
- Minimal clerical support
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine. This includes software licenses as appropriate.

B. A purchase order (PO) will be issued for all resources working under this Contract.



C. The State will notify Contractor(s) in writing if a senior resource is not performing at senior level. The Contractor(s) will be responsible for finding a senior level replacement, or will reduce the hourly rate for the person to that of a non-senior resource, at the discretion of the State.

The State project team for the platform project will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB and Agency project managers.

D. Executive Subject Matter Experts

1. The Executive Subject Matter Experts (SME) representing the business units involved will provide the business knowledge required for any conversion activities. The Executive SME's will be empowered to:
 - Resolve project issues in a timely manner
 - Review project plan, status, and issues
 - Resolve deviations from project plan
 - Provide acceptance sign-off
 - Utilize change control procedures
 - Ensure timely availability of State resources
 - Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

<u>Name</u>	<u>Agency/Division</u>	<u>Title</u>	<u>Phone/e-mail</u>
<u>Dawn Shattuck</u>	<u>Treasury</u>		
<u>Cynthia Green-Edwards</u>	<u>Community Health</u>		
<u>George Noonan</u>	<u>Human Services</u>	<u>Manager Data Analysis and Information Management</u>	
<u>Dean Feldpausch</u>	<u>MSHDA</u>	<u>Department Manager</u>	
<u>Marcus Dobek</u>	<u>SCAO</u>		
<u>Carol Steel Sherman</u>	<u>DTMB/DCO</u>	<u>Director</u>	
<u>Richard Burgis</u>	<u>DTMB</u>	<u>Manager</u>	

E. State Project Manager- (MDIT and Agency)

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

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractor s
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- 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.

<u>Name</u>	<u>Agency/Division</u>	<u>Title</u>
<u>Tess Layman</u>	<u>DTMB</u>	<u>Project Manager</u>
<u>George Noonan</u>	<u>Human Services</u>	<u>Manager Data Analysis and Information Management</u>
<u>Cynthia Green Edwards</u>	<u>Community Health</u>	
<u>Dean Feldpausch</u>	<u>MSHDA</u>	<u>Department Manager</u>



Marcus Dobek

SCAO

The platform installation and data migration will be managed by MDIT DCO

Name	Agency/Division	Title
Carol Steel Sherman	DTMB	DCO Director

MDIT shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

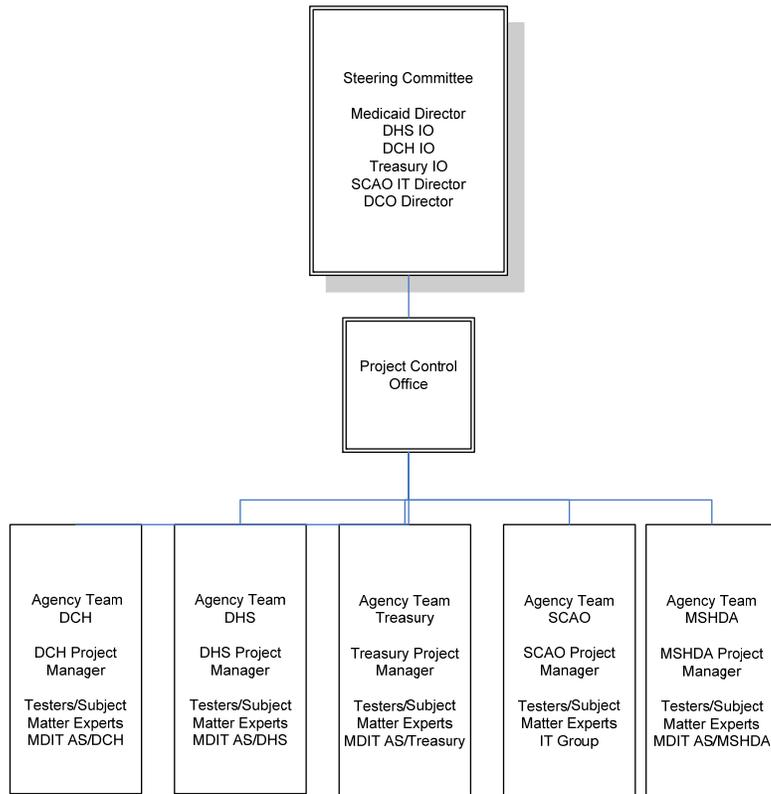
Name	Agency/Division	Title
Patty Bogard	DTMB/Bureau of Strategic Policy	Contract Administrator

F. State Project Structure

The Data Warehouse project will be managed by a Steering committee consisting of the Medicaid Director, the Agency IOs responsible for the groups that use the data warehouse, the SCAO IT director and the MDIT DCO director. They will be responsible for over all direction and resolving any issues that arise.

A Project Control Office (PCO) will be used to manage the day-to-day operations of the project on a state-wide basis. Each agency will manage its own conversion and implementation activities under the coordination of the PCO. This structure is illustrated below:

Project Structure
For
Data Warehouse Refresh



1.400 Project Management

1.401 Issue Management

Requirements:



An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager 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 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

1.403 Change Management

Requirements:

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. 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 Technology, 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 DTMB 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 DTMB 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.

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

1.600 Compensation and Payment

1.601 Compensation And Payment

A. Method of Payment

The BI services will be paid according to specified payment terms in each Work Request.

B. Travel

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

C. 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 State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:

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

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

D. Purchase Orders

- The parties agree that the Services/Deliverables to be rendered by the Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work until authorized via a PO issued against this Contract. The Contractor shall perform in accordance with this Contract, including the Purchase Orders executed under it.

E. Invoicing

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.
- Hours worked and time period for invoiced hours.
- Name of Contracted employee.

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



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning December 21, 2010 through December 20, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) 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 Options to Renew

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 five (5) additional two (2) year periods.

2.003 Legal Effect

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

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations (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 Technology, 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, 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:



Patty Bogard
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
bogardp@michigan.gov
517-335-4051

2.023 Project Manager

The following individual will oversee the project:

Tess Layman
Michigan Department of Technology, Management and Budget
235 S Grand Ave
Lansing, MI 48933
Email laymant@michigan.gov
Phone: (517)335-3779

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 Technology, 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:

State of Michigan
Purchasing Operations
Attention: Jacque Kuch
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Information Builders, Inc.
Two Penn Blvd
New York, MI 10121

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 Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. 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 Contractor 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
- (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.
- (d1) 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 Technology, Management and 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 on 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, 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.

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

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request 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 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 Technology, 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

2.81 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 Technology, 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 Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Technology, 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 Technology, Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability-Reserved

2.123 Warranty of Fitness for a Particular Purpose-Reserve

2.124 Warranty of Titlecontract

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-Reserved

2.126 Equipment to be New-Reserved

2.127 Prohibited Products-Reserved

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.

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 DTMB 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. 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 Technology, 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 tortious 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, .
- (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 **Section 2.024**.

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, DTMB, 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, DTMB, 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>.

2.204 Prevailing Wage

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

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

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



2.210 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 the value of the Individual Statement of Work. 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 DTMB 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 -Reserved

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 unless otherwise agreed to in the applicable Statement of Work. 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 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 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 Deliverable based 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 an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, 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

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 Ownership of Work Product by State

Unless otherwise agreed to in the SOW, 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 and Section 2.264, 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, unless otherwise agreed to in the SOW. 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.

The above notwithstanding, Contractor is the owner of certain proprietary software and applications including, but not limited to, the WebFocus and iWay family of products. Contractor's rights in and to such proprietary software and applications (and all related intellectual property rights, training materials, written materials and source codes) are protected by certain patents, trademarks, copyrights and trade secret protections. Nothing contained herein shall be deemed to grant the State (or any other party) any right, title or interest in or to such proprietary software and applications or to any improvement or modification made to such during the course of any Services performed hereunder, or to any development methodology, programming methods, techniques or know-how utilized by Contractor or others, or to prevent Contractor from rendering the same or similar services to others.

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/dmb>.

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/dmb/0,1607,7-150-56355---,00.html>.

All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the 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

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.



Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 State Employee Purchases – Reserved

2.290 Environmental Provision

2.291 Environmental Provision-Reserved

2.300 Deliverables

2.301 Software – Reserved

2.302 Hardware – Reserved

2.303 Equipment to be New-Reserved

2.304 Equipment to be New and Prohibited Products-Reserved

2.310 Software Warranties

2.311 Performance Warranty-Reserved

2.312 No Surreptitious Code Warranty-Reserved

2.313 Calendar Warranty-Reserved

2.314 Third-party Software Warranty-Reserved

2.315 Physical Media Warranty-Reserved

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor -Reserved

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor-Reserved

2.323 License Back to the State-Reserved

2.324 License Retained by Contractor-Reserved

2.325 Pre-existing Materials for Custom Software Deliverables-Reserved

2.330 Source Code Escrow

2.331 Definition -Reserved

2.332 Delivery of Source Code into Escrow-Reserved

2.333 Delivery of New Source Code into Escrow-Reserved

2.334 Verification-Reserved

2.335 Escrow Fees-Reserved

2.336 Release Events-Reserved

2.337 Release Event Procedures-Reserved

2.338 License-Reserved

2.339 Derivative Works-Reserved



2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

2.421 Knowledge of Child Labor for Listed End Products

- (a) "Forced or indentured child labor" means all work or service:
 - (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 under a Contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

(c) *Certification.* The State will not make award to a Bidder unless the Bidder, by checking the appropriate block, certifies to one of the following:

- () The Bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () The Bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Bidder certifies that it is not aware of any the use of child labor.

_____ (Initial)



Cost Table – Attachment A

Position Type	Total availability per year (in FTEs)	Level 1 (Senior) Not To Exceed Hourly rate	Level 2 (Junior) Not To Exceed Hourly rate
Data Warehouse Project Manager	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$200	\$150
Data Warehouse Architect	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$200	\$150
Data Warehouse Data Designer/Modeler	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$160	\$130
Data Warehouse Developer Senior/Junior	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$115
Data Warehouse Business Intelligence Analyst Senior/Junior	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$125
Data Warehouse Database Administrator	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$140	\$130
Data Warehouse Business Intelligence Report Developer	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$115
Data Warehouse Help Desk Analyst	Significant candidate pool from local subcontractors	NA	\$70

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 24
 to
 CONTRACT NO. 071B1300137
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Information Builders Inc Two Penn Plaza New York NY, 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-641-8820 x-238	*****7185

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Heather Eakin	517-335-1892	EakinH@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	(517) 284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Dtmb Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5 - 2 Year	December 20, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 20, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,348,816.00		\$ 2,500,000.00	\$9,848,816.00	

DESCRIPTION: Effective February 22, 2016, this contract is hereby INCREASED by \$2,500,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s) per amended Section 2.024 of Contract Change Notice Number 22. The State is under no obligation to utilize all or any specific portion of the allocated dollars. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

\$15,901,077.57 Current Approved Ad Board Amount for DW Prequalification Program

\$2,500,000.00 Added to this contract

\$13,401,077.57 Remaining Ad Board Balance for DW Prequalification Program

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. **23**
 to
 CONTRACT NO. **071B1300137**
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	212- 736-4433	7185

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Heather Eakin	517-335-1892	EakinH@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Terry Mead	517-284-7035	meadt@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
X	2 year	<input type="checkbox"/>		December 20, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,348,816.00		\$0.00	\$7,348,816.00	

DESCRIPTION: Effective 11/3/2015, the first two year option is hereby exercised. The new Contract expiration date is 12/20/2017. Please note the Contract Administrator has been changed to Terry Mead. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Agency agreement, and DTMB Procurement approval.

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. 22
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,500,000.00		\$7,348,816.00		

Effective March 02, 2015, Contract Section 2.024 is amended. DTMB Financial Services will issue Purchase Orders per approved/signed Statement of Work(s) in place of a Contract Change Notice.

As part of this amendment, this Contract is hereby INCREASED by \$1,500,000.00 to add a pool of dollars to the Contract which can be leveraged through approved/signed Statements of Work(s). The State is under no obligation to utilize all or any specific portion of the allocated dollars.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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. 21
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$741,648.00		\$5,848,816.00		

Effective January 26, 2015, this Contract was hereby INCREASED by \$291,648.00 by DTMB FS to support Senior Data Warehouse Developer, Kimberly Noren, extension per original bid TH-DW-00016 for an additional 1984 hours at \$147 hour.

Effective January 15, 2014 this Contract is hereby INCREASED by \$450,000.00 by DTMB Procurement to support a Data Warehouse BI Architect and Engagement Manager to be extended per already awarded TH-DW-00015 through 12/31/16 to support the Michigan State Police (MSP). (See attached posted SOW):

- Data warehouse BI Architect, at a rate of \$180/hour, total of 1840 hours at a total cost of \$331,200.00
- Engagement Manager, at a rate of \$200/hour, total of 594 hours at a total cost of \$118,800.00

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.

STATEMENT OF WORK

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the State of Michigan Department of Technology, Management and Budget Contract dated December 21, 2010, as amended by Change Notice No.1 dated March 4, 2011 between Information Builders, Inc. ("Vendor") and the State of Michigan, Contract No. 071B1300137 (the "Agreement"), and which terms and conditions are incorporated herein by reference. The end customer for this Statement of Work is the Michigan State Police ("Client") per awarded ITB: TH-DW-00015 though Contract Change Notice No. 5 with PO# 084N2202419 and amended through PO #084N3205217.

SCOPE OF SERVICES

Client has sought the assistance of Vendor's Professional Services personnel ("Consultants") to provide staff augmentation Services subject to the funding set forth below in the Payment Terms. Vendor's Professional Services are being extended for continued work on their current Dashboard. Further enhancements for Phase Four of the Dashboard will be defined by Client and entail enhancements for Officer Daily, Mapping, and DDACTS billed on a time and material basis as agreed upon by Vendor and Client. The Consultants shall work at the direction of the Client's Project Manager. Vendor will provide Client with two (2) Consultant(s) to work remotely, at Client's Lansing, MI facilities, or such other designated facilities as the parties may agree.

TASKS:

Vendor will assist with the following tasks for enhancements to Officer Daily, Mapping and DDACTS areas:

Project Management:

- Scheduling and facilitation of requirements gathering and requirements documentation in support of the State's SEM and SUITE methodologies
- Project Plan and Schedule
- Risk management and issue management Document
- Business requirements Documentation
- BI-Weekly Written Status Updates

Requirements and Development Support:

- Design Document Development
- Reports based on Business Requirements
- Technical Solution Document as an outcome from the Joint design sessions
- Enhancements for Officer Daily, Mapping and DDACTS development
The estimated effort for each enhancement area is as follows; Officer Daily: 810 hours, Mapping: 810 hours, DDACTS: 814 hours
- Integrate with the ESRI mapping software
- Develop reports with the ability to drill down on further information based on requirements

Testing and Documentation:

- Application Unit and Functional Testing Document
- Remediation Support for User Testing
- Technical Solution Document

DELIVERABLE(S)

Deliverable(s) for this staff augmentation project are:

- Bi-weekly progress report(s)
This Deliverable must be submitted to the Client's Project Manager throughout the life of this project. This Deliverable will also be submitted with the billing invoices. Each bi-weekly progress report must contain the following:
 - Hours: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
 - Accomplishments: Indicate what was worked on and what was completed during the current reporting period.
 - Planned Tasking: Describe activities to be accomplished during the next reporting period.
 - Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
 - Issues: Indicate major issues/risks/changes, real or perceived, and recommend resolutions
- Within five (5) business days of the Agency Project Manager's receipt of the written Deliverable, Client shall notify Vendor of acceptance or rejection of the Deliverable or the Deliverable shall be deemed accepted.

ASSUMPTIONS

Vendor used the following technical and business assumptions in preparing this Statement of Work.

General

1. Client shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Manager and other staff as appropriate to direct and support the Consultants. If Client cannot provide this support, both the work and the work schedule may be adversely affected.
2. The Client Project Manager will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. All decisions made by Client relating to the implementation of Vendor's advice and recommendations are the sole responsibility of the Client.
4. If Client wishes to continue using Vendor services beyond the days/resources estimated in this Statement of Work, an Extension to the Statement of Work will be created through an amendment and executed through DTMB Procurement or DTMB Financial Services.
5. Client will provide information regarding Client's business policy, processes, and their organization sufficient to support Vendor's provision of Services hereunder.
6. Advice and guidance provided hereunder is not intended to replace or achieve more formal end user and technical training of Client's Users, which is separately available from Vendor.

Technical

1. Client has established and is responsible for maintaining the appropriate development environment(s).

Data

1. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Vendor shall not have or receive any Client customer or personal information that can be used to identify an individual as part of their normal course of business dealings. It will be Client's responsibility to assess the necessity of providing such information to Vendor on a case by case basis and in the event that Client deems it necessary, then Client and Vendor shall agree as to the method and means of its dissemination and timely removal. To the extent Client is providing test data to Vendor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

STAFFING

Vendor will assign the following resource(s) with the following skill set(s).

1. Engagement Manager
2. Data Warehouse/BI Architect

Vendor will schedule the appropriate resource(s) upon execution of this Statement of Work. A two to three week notice may be necessary.

Any vendor staff will be required to go through a complete background check, including fingerprinting, prior to resource starting work on this project. Any costs occurred for background check will be paid by the Vendor.

The designated Agency Project Manager is:

Katie Bower
Michigan State Police
Criminal Justice Information Center
Michigan State Police Headquarters
333 South Grand Avenue
Lansing, MI 48909
517-241-1661
517-241-1644
bowerk@michigan.gov

The designated DTMB Project Manager is:

Ramesh Devaram
DTMB
Customer Service
MSP HQ's, 4th Flr
333 S Grand Ave
Lansing, MI 48933
517-241-2281
devaramr@michigan.gov

PAYMENT TERMS

All Services, as outlined in this Statement of Work, shall be performed on a time and materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. A minimum engagement duration of five (5) workday(s) per Consultant is required. The applicable billing rate for the Consultant shall be at the rates shown below per Consultant per hour. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Vendor; however, all hours worked will be billed to and paid by Client. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

Resource Level	Hourly Rate (US\$)	Hours	Total (US\$)
Data Warehouse/ BI Architect	\$180	1840	\$331,200
Engagement Manager	\$200	594	\$118,800
Total Estimated Fees			\$450,000

The estimated consulting hours provided above is for project budgeting purposes only and should not be construed as a fixed price quotation. Vendor does not promise to complete any tasks or deliverables for

the amount estimated or within any specified timeframe. In the event additional hours are requested by Client, Vendor will extend these services subject to the availability of personnel, on a time and materials basis, upon receiving written authorization from Client through an amendment and executed through DTMB Procurement or DTMB Financial Services. Hours by resource level identified above are estimates only. Client may reallocate the total funding herein between the above resource categories as needed.

Payment: All fees and charges shall be billed on a monthly basis and such bills shall be due and payable forty-five (45) days after receipt of properly completed invoices as set forth in the Agreement.

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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 bi-weekly progress report Deliverable, and fees.

Client shall inform Vendor promptly in writing if it changes the person to whom invoices should be sent.

Miscellaneous: All pricing is valid through December 31, 2016 for the Services performed hereunder provided that this Statement of Work is executed on or before February 27, 2015. Vendor may utilize subcontractors to perform Services. The foregoing does not relieve Vendor of any of its obligations under this Statement of Work. Subcontracted personnel assigned will be invoiced to Client at the same rates set forth above.

ADDITIONAL TERMS AND CONDITIONS

For purposes of this Statement of Work, Client and Vendor hereby agree that the following terms and conditions shall apply and, by their signatures below, confirm that this Statement of Work constitutes an amendment to the Agreement solely with respect to the Services performed hereunder:

a. Section 2.250

This Section is modified to add the following:

Within five (5) business days of Client's receipt of the written Deliverable, Client shall notify Vendor of acceptance or rejection of the Deliverable or the Deliverable shall be deemed accepted.

b. Section 2.261

Any and all deliverables including software programs, source and object code, files, tapes, disks and related user documentation, originally developed or created for Client under this SOW ("the Work Product") shall remain the property of Vendor. Upon the payment of all fees incurred, Client shall have an irrevocable, perpetual, non-exclusive, worldwide, fully paid-up license to use, execute, reproduce, display, perform, modify, distribute (internally or to affiliates or wholly-owned subsidiaries) copies of the Work Product.

c. Section 2.121(o)

If any Services do not meet the warranty set forth in Section 2.120 of the Agreement, Vendor will use all commercially reasonable efforts, without charge, to bring its services to the specified level. In order to obtain such warranty service, the problem must be reported to Vendor within 90 days of delivery of the item in question.

d. Section 2.121(p)

Except for its warranty set forth in section 2.120 of the agreement vendor makes no other warranty, expressed or implied. Vendor disclaims any implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

The Effective Date of this Statement of Work shall be _____.

Executed By:

MICHIGAN STATE POLICE

Signature: Katie Bower

Name: Katie Bower

Title: Assistant Division Director
Criminal Justice Information
Michigan State Police Center

Date: 2/13/15

Executed By:

INFORMATION BUILDERS, INC.

Signature: Marc S. Bloch

Name: Marc S. Bloch

Title: Director of Finance & Operations
Professional Services Division

Date: 2/13/15

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. 20
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$283,712.00			\$5,107,168.00	

Effective January 14, 2015, this Contract is INCREASED by \$283,712.00 per already awarded ITB-007114B0001394 through Change Notice #14, for the extension of one (1) Data Warehouse Senior Architect to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service, (see attached posted SOW)

- 1984 hours for Data Warehouse Senior Architect, Ravi Kolli, at an hourly rate of \$143.00 (Service dates 01/14/2015 – 1/13/2016)

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK**

Resource Extension Amendment – ITB-007114B0001394

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency's BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State's need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: Enterprise Data Warehouse Architect for ETL	Awarded Period of Coverage (including extensions): 3/17/2014-3/16/2015 Revised Period of Coverage: 01/14/2015 – 01/13/2016
Requesting Agency: DTMB/Center for Shared Solutions	Date: 1/8/15
DTMB Project Manager: Rob Surber	Phone: 517-373-7910
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB – 007114B0001394 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #14) to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service.

This request is to extend Data Warehouse Senior Architect Ravi Kolli for an additional 1984 hours at the current not-to-exceed hourly rate of \$143.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Architect, Ravi Kolli on March 17, 2014 to work with State IT and contract staff to help architect and administer the enterprise ETL environment. Ravi's architecture and administration expertise is still a required component of the current Enterprise ETL environment and his duties will continue through this extension as they were originally requested in the ITB. This extension request is required earlier than the original March 2015 contract period end

as Ravi worked additional hours during the initial months of the contract period (over 40 hrs per week) to cover an increased workload and accelerated project deadline.

BACKGROUND:

The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.

PROJECT OBJECTIVE:

The objective of this request is to continue to provide a resource capable of administering the ETL tool; providing direction to senior developers on creation of ETL jobs; and support change management processes, including promoting jobs to production.

SCOPE OF WORK:

Works with a variety of IT staff supporting various departments in the promotion of ETL work. Provides guidance, direction, and quality control over the creation of ETL jobs; serves as SME for the state on the overall ETL tool framework; ensures change management and security processes are in place and adhered to.

TASKS:

Technical support is required to assist with the following tasks:

- Provide detailed recommendations around the architecture, standards, hardware and software needed in support of the ETL tool.
- Maintain highly technical knowledge of the capabilities and functionality of the toolset and application of the tool to various applications within the State Of Michigan.
- Provide recommendations to projects and applications utilizing or planning to utilize the ETL tool to take advantage of efficiencies and capabilities in the product.
- Forecast growth and prepare roadmaps to maintain the viability and usability of the service to the State Of Michigan.
- Train backup to handle architecture responsibilities in their absence.
- Represent the ETL team on various DTMB and State Of Michigan committees as a technical resource.
- Provide administration of agency identified tool administrators including training, standards, permissions, roles, and guidance in performing their tasks.
- Serve as primary tool administrator for departments that are not able to provide an administrator for the tool.
- Provide backup for agency level administrators.
- Train backup to handle support when they are not available.
- Serve as primary technical contact between the vendor of the tool and the State Of Michigan for technical issues and problems.
- Work with Office of Enterprise Security to ensure that appropriate security measures are in place to protect agency data that utilizes the ETL tool.
- Remain up to date on Security issues related to the hardware and software supporting the ETL tool and service.
- Provide technical on-call assistance, as required, in support of the ETL tool
- Research and stay attuned to enterprise tools supporting data governance and management
- Recommend and support implementation of enterprise processes and policies ensuring improved data quality and improved data utilization (e.g. support cross-program data analysis).
- Administer the state's growing inventory of enterprise tools supporting data governance, meta-data management, and master-data management
- Provide introductory level training to DTMB personnel and others on these tools and processes.

Data Warehouse Senior Architect, Ravi Kolli possesses:

- ETL Administration and Architecture Experience, 5+ years
- IBM QualityStage / DataStage Experience, 5+ years
- ETL Job Development Experience, 5+ years
- System Administration in UNIX Environment Experience, 5+ years
- Mentoring and Leadership Experience, 5+ years
- A proven record of the ability to communicate with both technical and business area staff, 5+ years

DELIVERABLES:

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

Administer the ETL environment.

Support the ETL environment.

Managed the promotion and quality control of all ETL jobs.

Work with agency IT staff on job creation.

Install and configure ETL tools as needed.

Research and identify best practices regarding ETL tools and utilization.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the

State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

The contract will be hourly based on time and materials.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 DTMB Project Manager is:

Rob Surber
DTMB, Center for Shared Solutions and Technology Partnerships
Romney Building, 10th Floor
111 S. Capitol Ave.
Lansing, MI 48933
517-373-7910
517-373-2939
surberr@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations – Constitution Hall – 1st Floor
W. Allegan St.
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

Agency standards, if any, in addition to DTMB standards.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 111 S. Capitol Ave, Romney Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

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. 19
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
\$124,800.00	\$4,823,456.00

Effective January 5, 2015, this Contract is INCREASED by \$124,800.00 per Already Awarded ITB - 007114B0001802 through Change Notice #16, for the extension of one (1) Data Warehouse Senior Developer to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service. (see attached SOW)

- 1040 hours for Data Warehouse Senior Developer, Venukumar Maddineni, at an hourly rate of \$120.00 (Service dates 1/5/15-6/30/2015)

All other terms, conditions, specifications and pricing remain the same. Per contractor and



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK**

Resource Extension Amendment – ITB-007114B0001802

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency’s BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State’s need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: Enterprise Data Warehouse Sr. Developer for ETL	Awarded Period of Coverage (including extensions): 06/09/14-1/09/2015 Revised Period of Coverage: 01/05/2015 – 06/30/2016
Requesting Agency: DTMB/Center for Shared Solutions	Date: 12/22/2014
DTMB Project Manager: Rob Surber	Phone: 517-373-7910
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB – 007114B0001802 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #16) to support the Department of Technology, Management and Budget (DTMB) Center for Shared Solutions Enterprise ETL service.

This request is to extend Data Warehouse Senior Developer Venukumar Maddineni for an additional 1040 hours at the current not-to-exceed hourly rate of \$120.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Developer, Venukumar Maddineni on June 9, 2014 to work with State IT and contract staff to help with

application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. This resource developed etl jobs for Treasury during this timeframe. Those jobs have been completed and additional work has come in for other state agencies, primarily LARA for a data conversion project for their Liquor Control Commission area.

This position will continue to design, develop, test and implement ETL jobs using the IBM DataStage/QualityStage products. Additionally this position provides ETL expertise to other application developers in close collaboration with agency DBAs and other data management staff. This position also at times provides backup technical support in the installation, upgrade and maintenance of IBM Information Server products on a Sun Solaris Operating System.

BACKGROUND:

The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.

PROJECT OBJECTIVE:

The objective of this request is to continue providing a development resource capable of performing application development tasks in support of building BI applications and integrating data warehouse resources into other Agency applications; specifically designing and developing ETL jobs.

SCOPE OF WORK:

Works with a variety of IT staff supporting various departments in the promotion of ETL work. Provides guidance, direction, and quality control over the creation of ETL jobs; serves as SME for the state on the overall ETL tool framework; ensures change management and security processes are in place and adhered to.

TASKS:

Development support is required to assist with the following tasks:

- Create ETL jobs using IBM DataStage and QualityStage
- Analyze and prepare reports on data systems using IBM Information Analyzer
- Schedule ETL jobs as needed
- Perform testing and troubleshooting of ETL jobs
- Develop technical specifications supporting development of ETL jobs
- Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
- Some custom script development – possibly using SQL/ or Unisys
- Work with developers and end user query developers to design and improve database queries.
- Provide introductory level training to DTMB personnel and others on these tools and processes.
- Provide backup system administration functions for the ETL toolset
- Provide technical on-call assistance, as required, in support of the ETL tool

Data Warehouse Senior Developer, Venukumar Maddineni possesses:

- ETL Administration or Architecture Experience
- IBM QualityStage / DataStage Experience
- ETL job development Experience
- System administration in UNIX Environment experience
- Demonstrated ability to communicate with both technical and business area staff

DELIVERABLES:

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

Develop within the ETL environment.

Support the ETL environment.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies,

Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

The contract will be hourly based on time and materials.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

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

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 Agency Project Manager is:

The DTMB Project Manager is:

Rob Surber

DTMB, Center for Shared Solutions and Technology Partnerships

Romney Building, 10th Floor

111 S. Capitol Ave.

Lansing, MI 48933

517-373-7910

517-373-2939

surberr@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker

Michigan Department of Technology, Management and Budget

DTMB Purchasing Operations – Constitution Hall – 1st Floor

W. Allegan St.

Lansing, MI 48933

Phone: 517-284-7030

Fax: 517-335-0046

Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 111 S. Capitol Ave, Romney Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

RIGHT TO OWNERSHIP:

State intends to own the Software at the end of the Contract

- Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.
- Vesting of Rights. The Contractor agrees to assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to

obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

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. 18
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$274,000.00			\$4,698,656.00	

Effective January 1, 2015, this Contract is INCREASED by \$274,000.00 per already awarded ITB-Th-00012 through Change Notice #3 and amended per Change Notice #8 and 13, for the extension of one (1) Data Warehouse Senior Developer to support multiple projects for the Department of Human Services (DHS) Data Warehouse that are critical to the to the DHS. (see attached posted SOW)

- 2000 hours for Data Warehouse Senior Developer, Suman Thirumani, at an hourly rate of \$137.00 (Service dates 01/1/2015 – 12/31/2016)

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and the approval of DTMB Procurement.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK**

Resource Extension Amendment – ITB-Th-00012

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency's BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State's need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of an DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Project Title: DHS Data Warehouse	Awarded Period of Coverage (including extensions): 12/1/11-12/31/2014 Revised Period of Coverage: 01/1/2015 – 12/31/2016
Requesting Agency: Department of Technology, Management, and Budget	Date: 12/11/2014
DTMB Project Manager: Heather Eakin	Phone: 517-335-1892
DTMB Buyer: Whitnie Zuker	Phone: 517.284-7030

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED:

ITB-Th-00012 was awarded to one (1) DW BI Vendor, Information Builders (BPO # 071B1300137 through Change Notice #3, and amended per Change Notice #8 and 13) to support the Department of Technology, Management and Budget (DTMB) Customer Services enhance multiple projects for the Department of Human Services (DHS) Data Warehouse that are critical to the to the DHS.

This request is to extend Data Warehouse Senior Developer, Suman Thirumani, for an additional 2000 hours at the current not-to-exceed hourly rate of \$137.00.

The Department of Technology, Management and Budget (DTMB) originally brought on Data Warehouse Senior Developer, Suman Thirumani on December 1, 2011 to work with State IT and contract staff to help enhance the DHS Data Warehouse that are critical to the DHS.

Currently, there are a number of projects that will enhance the BRIDGES data warehouse by bring additional BRIDGES eligibility data to the data warehouse.

BACKGROUND:

The DHS has become more reliant on the DHS data warehouse to assist in various agency activities including policy research, legislative inquiries, budgeting, critical DHS reporting needs, plus activities in other areas.

The DHS Data Warehouse maintains the following data within the DHS Data Warehouse:

- New Case Intake Data (Limited)
- Case Worker Case loads
- DHS Program Eligibility Histories
- Medicaid Eligibility Information
- DHS Program Payment Histories
- Common Citizen / Addressses
- DHS Client Demographics
- Electronic Benefits Transfer
- Tempory Assistance to Needy Families (TANF) Counter
- FAP Eligibility Determination Data
- Children’s Services Data
- Protective Services Data
- 2000 Census Data
- Geo Coded DHS Addresses
- National Food Stamp Disqualifications
- Unemployment Data
- Quarterly Wage Data
- Interstate Assistance Matches (PARIS)
- SSI and RSDI Data
- Medicaid Compliance Program Data
- Enterprise Fraud Detection System Data

There have been several recent requests both internal to DHS as well as from outside research agencies that traditionally work collaboratively with DHS (e.g. - Public Policy Group, Social Security Administration, Mathematica, etc..) for information relevant to DHS’ Family Independence Program (FIP) clients. Data sets that need to be added to the Data Warehouse include success coach information, additional demographic information, medical review, program specific income data, and more.

This request is for ongoing contractual support to assist State and contracted staff in adding individual budget information data to the DHS Bridges data warehouse model. Also, other projects that modify or enhance existing DHS data warehouse to add value to the Department, building tools and work with end users to get them the data they need for them to be more productive.

SOM Enterprise Data Warehouse Environment:

Server Details:

- Teradata 5650-H, with 3 & 2 nodes (3 Nodes plus 2 ‘Hot Stand BY’ Nodes)
- Teradata version 14
- Teradata Utilities version 14.10
- Shared platform with other State of Michigan departments

Business Intelligence Environment:

Current environment – Business Objects XI 3.1 SP5 Tomcat 7.042

Future environment – Business Objects XI 4.1 SP4 and Tomcat 7.042 (Migrating middle of 2015)

PROJECT OBJECTIVE:

The key objective of this role is to provide ongoing assistance to the State and contractor staff in developing the ETL code for adding individual budget information data to the DHS Bridges data warehouse model to help support the increasing demands for more sophisticated analysis and reporting.

Also, the project may include continuing to build upon and enhance the extensive DHS data warehouse to help support the increasing demands for more sophisticated reporting. As DHS looks to use its wealth of client information, the DHS data warehouse gives the department a viable option to reduce costs and avoid Federal sanctions.

SCOPE OF WORK:

- The Data Warehouse Senior Developer will work with State and contract staff to ensure that the DHS Bridges data warehouse model supports the data needs required by DHS.
- Work with State and contract staff to design the DHS Bridges data warehouse model to support the reporting and analytic needs of DHS.
- Work closely with State and contract staff to ensure that they are fully aware of the decisions and impacts involved in the supporting and/or enhancing the DHS Data Warehouse models and are able to support and extend them by the end of the contract.

TASKS:

Technical support is required to assist with the following tasks:

- Data warehouse developers perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other DHS applications. In addition they provide database expertise to other application developers in close collaboration with DBAs and other data management staff. This may include tasks such as:
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
 - SQL development.
 - Work with data warehouse developers and end user query developers to design and improve database queries.
 - Train other data warehouse developers in how best to design queries for a specific database.
- Data warehouse developers are also expected to be able to work with agency requestors to define and develop new queries, and provide training and technical support to both DTMB developers and end user query developers. These tasks may include:
- Working with end user requestors to understand their data needs and create and implement solutions to those needs.
- Develop and present training classes for end user developers to help learn how to most effectively use the data warehouse platform and the BI tools available to users to support their own data needs where possible.
- Develop and present training classes for DTMB developers to better understand how to use the BI development tools to create and implement reporting solution using the data warehouse.
- Provide one on one support for developers and end users to assist them in accomplishing their data reporting needs.

Data Warehouse Senior Developer, Suman Thirumani possesses:

- Teradata Utilities Experience
- SQL Assistant Experience
- Unix Shell Scripting Experience
- Teradata Version 13 or 14 Experience
- PL/SQL Experience
- SQL and Performance Tuning Training
- Business Objects Report Development Experience
- Business Analyst experience
- Public Assistance Eligibility & Benefit Determination knowledge

DELIVERABLES:

- Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include:
- Develop appropriate views for application developers and end users to enable access to authorized production data in the DHS data Warehouse.
- Develop or acquire test data and initiate tests to determine accuracy of program logic to produce desired results.

- Communicate effectively, verbally and in writing with developers, analysts, DHS clients, end users, management, and other third party vendors.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days

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

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

ACCEPTANCE CRITERIA:

Resource will work with DTMB Project Manager to develop formal acceptance criteria. Acceptance criteria for this project may include, but are not limited to:

1. All deliverables included in the State's System Engineering Methodology (SEM)
2. All Deliverables will not be considered complete until DTMB Project Manager has formally accepted them
3. All Documentation must be complete and meet state standards
4. All System documentation must meet DTMB standards

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

- **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
- **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
- **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
- **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
- **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on an all time and materials contracts (hourly based) must submit time sheets with all invoices basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 Agency Project Manager is:

The DTMB Project Manager is:

Heather Eakin, Manager
Data Warehouse Section
Leveraged Services Division
Agency Services for DHS, CSES, and e-Michigan
Department of Technology, Management and Budget
9th Fl., Grand Tower Bldg, Lansing, Mi 48933
(517) 335-1892
eakinh@michigan.gov

The DTMB Buyer for this project is:

Whitnie Zuker
Michigan Department of Technology, Management and Budget
DTMB Purchasing Operations – Constitution Hall – 1st Floor
W. Allegan St.
Lansing, MI 48933
Phone: 517-284-7030
Fax: 517-335-0046
Email: zukerw@michigan.gov

AGENCY RESPONSIBILITIES:

1. Provide direction to vendor staff in regards to work effort and priorities.
2. Provide telephone access for project-related calls originating from within the State's office.
3. Provide access to copying equipment for project-related documents.
4. Provide access to Facsimile equipment for items that are project related.
5. Provide computer hardware and software for consultants, *as deemed necessary*.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Consultants will work at 235 S. Grand Ave., Grand Tower Building in Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Normal work hours are eight (8) hours a day, forty (40) hours a week. Additional hours may be necessary based on business needs. These hours may vary and will be paid at the same hourly rate.

RIGHT TO OWNERSHIP:**State intends to own the Software at the end of the Contract**

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

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. 17
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$145,824.00			\$4,424,656.00	

Effective 7/16/14, this Contract is hereby increased by \$145,824.00 and the following amendment of resource is as follows:

The services originally engaged based on TH-DW-00016 are being continued for the estimated time period of 7/16/14 to 1/15/15 for named resource below. Total cost of \$145,824.00:

1. Kimberly Noren, at a rate of \$147/hour, for one (1) Data Warehouse Developer Senior. Total of 992 hours at a total cost of \$145,824.00

All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and the approval of DTMB Procurement

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. 16
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$99,240.00		\$4,278,832.00		

Effective June 9, 2014, per #007114B0001802, the following resource is hereby added to the contract:

Venukumar Maddineni, Senior ETL Developer, @\$120/hour, not to exceed 1,157 hours.

All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.



**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET
IT SERVICES
for
DATA WAREHOUSE (DW) AND BUSINESS INTELLIGENCE (BI)
STATEMENT OF WORK (SOW) TEMPLATE**

Business Intelligence (BI) Work Request

The data warehouse is maintained and hosted by DTMB and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG) and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future. The State of Michigan wishes to continue to host and administer any replacement systems with existing State staff in existing State facilities.

BI services will be provided in a three-tier fashion. The primary support for an agency's BI needs will come from its associated DTMB Agency Services team. Where this is not possible, due either to lack of skills or resource shortages, the Center for Shared Solutions and Technology Partnerships (CSSTP) will provide the needed support. However, the State's need is such that these two groups cannot serve all of its BI needs. In that case, CSSTP will Contract with a pre-qualified BI service Contractor to provide appropriate support. That support may come in the form of staff augmentation where Contractor staff works side by side with DTMB staff under the direction of a DTMB supervisor. It may also be provided as a staff augmentation to an existing CSSTP team. DTMB may choose to Contract with the pre-qualified BI service Contractor through CSSTP to develop a BI application or system with DTMB and Agency oversight for delivery to the State. In that case the BI Contractor must be able to provide knowledge transfer to State staff sufficient to maintain and extend the application.

A Pre-Qualification Program was developed to provide a mechanism for staff augmentation and project development support of the data warehouse and related application development.

Process for obtaining Business Intelligence Services

The State after formalizing a comprehensive Work Request will facilitate a second tier selection process for each Contracting effort. This BI Work Request template will identify the statement of work, category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

Awards made as a result of any formal Work Request for BI Services will be subject to the Terms and Conditions of the Primary Contracts listed above. Each award will be issued as a change notice to the applicable Primary Contract.

Purchase Request Form Instructions

This is a Data Warehouse and Business Intelligence ITB. Only the pre-qualified Contractors listed below may submit proposals.

Contractor Name	City	State	Contract Number
Cognizant Technology Solutions US corporation	Teaneck	NJ	071B1300136
Information Builders	New York	NY	071B1300137
Optum Government Solutions, Inc.	Lansing	MI	071B1300138
MiPro Consulting, LLC	Milford	MI	071B1300140
Sogeti USA LLC	Farmington Hills	MI	071B1300141

Systems Technology Group, Inc	Troy	MI	071B1300142
TEK Systems	Hanover	MD	071B1300143
Thomson Reuters (Healthcare) Inc	Ann Arbor	MI	071B1300144
Mahindra Satyam Computer Services	Parsippany	NJ	071B1300139

Reminder: The following are requirements for Data Warehouse and Business Intelligence proposals:

- Contractors are limited to One (1) candidate per position
- Candidates MUST meet the minimum requirements of the position
- Two copies of each resume MUST be submitted (labeled Copy 1 & Copy 2)
- All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks)
- Rate proposal must be submitted according to instructions in the Information Required from Contractors Section, Rate Proposal.

Failure to adhere to any of the above requirements may result in the contractor being disqualified.

This request is issued under your Contract with the Michigan Department of Technology, Management and Budget, Procurement, as established under the Data Warehouse and Business Intelligence Program.

Project Title: Enterprise Data Warehouse Developer for ETL	Period of Coverage: 4/21/2014 – 9/30/2014
Requesting Agency: DTMB/Center for Shared Services	Date: 4/9/2014
DTMB Contract Administrator: Jarrod Barron	Phone: 517-284-7045

Required Skill Category Requested:

One (1) Data Warehouse Developer

Brief Description of Services to be provided:

CSSTP supports many of the State of Michigan's Business Intelligence (BI) environments. To maintain our level of service to other State of Michigan Agencies, CSSTP requires an Enterprise Data Warehouse Developer for the CSSTP's extract, transform and load (ETL) service. This position will perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. Specifically, this position will design, develop, test and implement ETL jobs using the IBM DataStage/QualityStage products. Additionally this position will provide ETL expertise to other application developers in close collaboration with agency DBAs and other data management staff. This position may also at times provide backup technical support in the installation, upgrade and maintenance of IBM Information Server products on a Sun Solaris Operating System. The position requires highly analytical and technical use of specialized software.

BACKGROUND:

The SOM currently operates an IBM DataStage/QualityStage environment for ETL. SOM currently has over 300 jobs in production and some additional ones in development or testing.

PROJECT OBJECTIVE:

The objective of this request is to secure a development resource

The services are expected to begin on April 28, 2014. The initial estimated time period is from 4/28/2014-9/30/2014, but may continue beyond the current contract period as agreed upon by both the State of Michigan and the selected vendor.

SCOPE OF WORK/TASKS:

Works with IT staff supporting various departments in the development of ETL systems and other data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.

Development support is required to assist with the following tasks:

- Create ETL jobs using IBM DataStage and QualityStage
- Analyze and prepare reports on data systems using IBM Information Analyzer

- Schedule ETL jobs as needed
- Perform testing and troubleshooting of ETL jobs
- Develop technical specifications supporting development of ETL jobs
- Extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
- Some custom script development – possibly using SQL/ or Unisys
- Work with developers and end user query developers to design and improve database queries.
- Provide introductory level training to DTMB personnel and others on these tools and processes.
- Provide backup system administration functions for the ETL toolset
- Provide technical on-call assistance, as required, in support of the ETL tool

Other: Data Analysis Tools

- IBM DataStage
- IBM Quality Stage
- IBM Information Analyzer
- Unix Environment

DELIVERABLES:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them. Deliverables for this project include, but not limited to:

Develop within the ETL environment.

Support the ETL environment.

APPROVAL OF DELIVERABLES, IN GENERAL:

(a) All Deliverables (Physical Deliverables, Written Deliverables, and Service 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 will include the successful completion of Testing as applicable in Section 6.3, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, 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 and Contractor receive the Deliverable and agree that the Deliverable is ready for use and, where applicable, Contractor has provided certification in accordance with Section 6.3(a).

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable 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.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, 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 any resulting Contract(s) 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(s) 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 provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable 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 testing or approval process.

PROCESS FOR APPROVAL WRITTEN DELIVERABLES:

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work/Purchase Order following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within 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 Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:

The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty- five (45) Business Days for a Service Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

PROCESS FOR APPROVAL OF PHYSICAL DELIVERABLES:

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work/Purchase Order (failing which the State Review Period, by default, shall be forty-five (45) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

DELIVERABLE ACCEPTANCE CRITERIA:

Deliverables will not be considered complete until the Agency and DTMB Project Managers have formally accepted them.

PROJECT CONTROL AND REPORTS:

A bi-weekly progress report must be submitted to the Agency and DTMB Project Managers throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:

1. **Hours:** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Accomplishments:** Indicate what was worked on and what was completed during the current reporting period.
3. **Planned Tasking:** Describe activities to be accomplished during the next reporting period.
4. **Funds:** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.
5. **Issues:** Indicate major issues/risks/changes, real or perceived, and recommend resolutions.

SPECIFIC AGENCY STANDARDS:

Agency standards, if any, in addition to DTMB standards.

PAYMENT SCHEDULE:

Payment will be made on a time and materials (hourly) basis. 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 Accounts Payable area will coordinate obtaining Agency Project Manager 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 DTMB Buyer for this project is:

Jarrod Barron
DTMB – Procurement
Buyer, IT Division
Constitution Hall – 1st Floor
525 W. Allegan Street
Lansing, MI 48933
Phone: 517-284-7045
Fax: 517-335-0046
Email: barronj1@michigan.gov

AGENCY RESPONSIBILITIES:

- DTMB will provide direction to Contractor staff in regards to work effort and priorities.
- STATE will provide telephone access for project-related calls originating from within the State's office.
- STATE will provide access to copying equipment for project-related documents.
- STATE will provide access to Facsimile equipment for items that are project related.
- STATE will provide computer hardware and software, *as deemed necessary*.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

Contractor will work at 111 S. Capitol Ave., Romney Building in Lansing, Michigan.

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 are to be observed unless otherwise agreed to in writing. Contractor should expect non-standard hours of work for system administration duties that require interruption to service.

No overtime will be permitted, unless prior approval is received in writing.

RIGHT TO OWNERSHIP:

State intends to own the Software at the end of the Contract

- Ownership of Work Product by State. All Deliverables shall be owned by the State and shall be considered works made for hire by the Contractor for the State. The State shall own all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.
- Vesting of Rights. The Contractor agrees to assign, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any such Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon State's request, the Contractor and/or its personnel shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as the State may request. The State shall have the right to

obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

CANDIDATES WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

- 1+ Years ETL Administration or Architecture Experience
- 3+ IBM QualityStage / DataStage Experience
- 5+ Years of ETL job development
- 1+ yrs system administration in UNIX Environment experience
- Demonstrated ability to communicate with both technical and business area staff

Prior Experience and Reference Validation will also be considered.

INFORMATION REQUIRED FROM CONTRACTORS

CANDIDATE INFORMATION

- Name and date of availability of the candidate.
- The resume(s) of the actual individual(s) proposed
- The results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.
- The results of a criminal background check and any additional screening required by a specific work statement to meet agency requirements upon award.
- Verification of a candidate's permission to work in the United States.
- Payment Rate for each resume submitted. Payment rates may not exceed the rates in the Contract. However, the Payment rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities.
- A signed commitment letter from the individual referencing the SOW number, with the candidate's name, signature, and date. Blanket commitment letters for all ITB's will not be accepted.
- During the response period, the Contractor may request any clarification needed on the Statement of Work.

RATE PROPOSAL

- All rates quoted in contractor's response to this ITB will be firm for the duration of the contract. No price changes will be permitted.
- **For funding , the State requests that the hourly rate for the Data Warehouse Developer be less than \$125.00 per hour.**

PROPOSAL SUBMITTAL

Submit 1 copy of each qualified name and resume and 1 copy of the Rate Proposal in accordance with the following instructions:

- Submit all bids ELECTRONICALLY via BUY4MICHIGAN NO LATER THAN 3:00 P.M. ON THE DUE DATE AS INDICATED ON BUY4MICHIGAN.
 - Submit with your proposal a signed cover letter with the company name, contact name and phone number, contact email address, vendor ID number, and ITB number

All resumes submitted must be sent "blind" (not on company letterhead and without logos or identifying company marks)

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

May 8, 2014

CHANGE NOTICE NO. 15
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$317,440.00		\$4,179,592.00		
Effective immediately, per ITB-DW-JK-0013, Data Warehouse Senior Architect, Jim Tepin, has been extended for an additional 1984 hours at a rate of \$160.00/hr. to support DHS Fraud Detection. Contract is increased by \$317,440.00. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				

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. 14
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$283,712.00		\$3,862,152.00		
Effective immediately, per ITB#07114B0001394, Ravi Kolli will provide Data Warehouse Senior Architect Level support at a rate of \$143.00/hour, for an estimated 1984 hours. Contract is increased by \$238,712.00. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.				

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

November 5, 2013

CHANGE NOTICE NO. 13
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$274,000.00		\$3,578,440.00		

Effective immediately, Suman Thirumani will provide continued support as a senior data warehouse developer at \$137.00 x 2,000 hours. Contract is increased by \$274,000.00. Please also note that the buyer has been changed to Whitnie Zuker. All other terms, conditions, specifications, and pricing remain the same. Per vendor agreement and DTMB Procurement approval.

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

September 6, 2013

CHANGE NOTICE NO. 12
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$485,000.00		\$3,304,440.00		

Effective immediately, this Contract is hereby INCREASED by \$485,000.00 per States work Request, ITB-TH-DW-0015 for Phase 3 of Michigan State Police Dashboard Project.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 11
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$294,000.00		\$2,819,440.00		

Effective immediately, this Contract is hereby INCREASED by \$294,000.00 per States work Request, ITB-JK-DW-0016.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 10
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	517-335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		December 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$317,440.00		\$2,525,440.00		

Effective immediately, this Contract is hereby INCREASED by \$317,440.00 per States work Request, ITB-JK-DW-0013 for data warehouse project and vendor's response dated April 17, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval.

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. 9
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		Dec. 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$175,000.00		\$2,205,000.00		

Effective immediately, this contract is hereby INCREASED by \$175,000.00 per State' Work request, #JK-DW-00012 for DOC Data Warehouse Project and vendors response, dated January 18, 2013 to work request #JK-DW-00012.

Per vendor and agency agreement and DTMB Procurement approval.

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

January 28, 2013

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B1300137
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 21, 2010	December 20, 2015	5, 2 year	December 20, 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 checked="" type="checkbox"/> Yes <input 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"/>		Dec. 20, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$274,000.00		\$2,030,000.00		

Effective immediately, Suman Thirumani is incorporated into this Contract as a Senior Data Warehouse Developer at \$137.00/hour, 2000 hours.

This contract is also hereby INCREASED by \$274,000.00. All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and the approval of DTMB Procurement.

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

July 18, 2012

CHANGE NOTICE NO. 7

to

CONTRACT NO. 071B1300137

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121	Jennifer Kwapis	Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 21, 2010	December 20, 2015	5, 2 Yr. Options	December 20, 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
<p>Effective immediately, this contract is hereby INCREASED by \$274,000.00 for year 2 of services performed by Sandep Nagamally, hourly rate \$137, for a period of 1 year.</p> <p>All other terms, conditions, pricing and specifications remain the same.</p> <p>Per vendor and agency agreement and DTMB Procurement approval.</p>		
VALUE/COST OF CHANGE NOTICE:	\$294,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,482,000.00	

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

June 25, 2012

CHANGE NOTICE NO. 6

to

CONTRACT NO. 071B1300137

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Information Builders, Inc. Two Penn Plaza New York, NY 10121		Jennifer_kwapis@ibi.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(212) 736-4433	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Barb Suska	(517) 335-4067	Suskab2@michigan.gov
BUYER:	DTMB	Joe Kelly	(517) 373-3993	Kellyj11@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DTMB Data Warehouse Business Intelligence (BI)			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
December 21, 2010	December 20, 2015		December 20, 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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective immediately, this contract is hereby INCREASED by \$294,000.00 per State' Work request, #TH-DW-00016 for DHS Data Warehouse Project and vendors response, dated June 19, 2012 to work request #TH-DW-00016. Please note that the buyer has been changed to Joe Kelly. Per vendor and agency agreement and DTMB Procurement approval.		
VALUE/COST OF CHANGE NOTICE:	\$294,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,482,000.00	

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 28, 2012
PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: Barb Suska (517) 335-4067 DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS <p style="text-align: center;">NA</p>	SHIPMENT <p style="text-align: center;">NA</p>
F.O.B. <p style="text-align: center;">NA</p>	SHIPPED FROM <p style="text-align: center;">NA</p>
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by \$640,000.00, per State's work request:#UTB-DW-00015 for MSP Data Warehouse Project and Vendor's work request response, dated February 23, 2012, to work request ITB-TH-DW-00015.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement and DTMB Procurement approval.

INCREASE: \$640,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,188,000.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET February 17, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: Barb Suska (517) 335-4067 DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS <p style="text-align: center;">NA</p>	SHIPMENT <p style="text-align: center;">NA</p>
F.O.B. <p style="text-align: center;">NA</p>	SHIPPED FROM <p style="text-align: center;">NA</p>
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following changes are hereby incorporated into the Contract, per the February 7, 2012 Administrative Board approval:

- The total estimated Contract value has been REDUCED by \$7,017,937.50.
- The reduced funds have been reallocated into a pool to support the Data Warehouse Business Intelligence program, administered by DTMB-Procurement. Funds will be made available following a second-tier selection process.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per DTMB Procurement approval and the approval of the State Administrative Board dated February 7, 2012.

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$548,000.00

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

July 18, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4770 Tammi Hart
Contract Compliance Inspector: DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS <p style="text-align: center;">NA</p>	SHIPMENT <p style="text-align: center;">NA</p>
F.O.B. <p style="text-align: center;">NA</p>	SHIPPED FROM <p style="text-align: center;">NA</p>
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following resource is added to this contract:

Sandep Nagamally, hourly rate \$137, for a period of 3 years with 2 option years.

Please also note that the buyer has been CHANGED to Tammi Hart. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,113,937.50

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

March 4, 2011

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300137
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 Email: Jennifer_kwapis@ibi.com	TELEPHONE: (212) 736-4433
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-2943 Dana Schafer
Contract Compliance Inspector: DTMB-Data Warehouse Business Intelligence (BI)	
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015	
TERMS NA	SHIPMENT NA
F.O.B. NA	SHIPPED FROM NA
MINIMUM DELIVERY REQUIREMENTS	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

This change notice is to correct the contract number that was originally listed on the contract, the correct number is 071B1300137, not 071B1300037. Please also note that the buyer has changed to Dana Schafer.

AUTHORITY/REASON(S):

Per Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$8,113,937.50

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

**CONTRACT NO. 071B1300137
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Information Builders, Inc. Two Penn Plaza New York, NY 10121 <p style="text-align: right;">Email: Jennifer_kwapis@ibi.com</p>		TELEPHONE: (212) 736-4433 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 241-0239 Jacque Kuch
Contract Compliance Inspector: <p style="text-align: center;">DTMB-Data Warehouse Business Intelligence (BI)</p>		
CONTRACT PERIOD: From: December 21, 2010 To: December 20, 2015		
TERMS NA	SHIPMENT NA	
F.O.B. NA	SHIPPED FROM NA	
MINIMUM DELIVERY REQUIREMENTS		
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO ALL LOCAL UNITS OF GOVERNMENT. <p>The terms and conditions of this Contract are those of ITB #07110200068 this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$8,113,937.50</p>		

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

FOR THE VENDOR: <p style="text-align: center;">Information Builders, Inc.</p> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <p style="text-align: center;">Signature</p> <p style="text-align: center;">Greg Faremouth, Director</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">IT Division</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
---	--



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No.071B1300137
[Data Warehouse Business Intelligence](#)

Buyer Name: [Jacque Kuch](#)
Telephone Number: [517-241-0239](#)
E-Mail Address: kuchj@michigan.gov



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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.
Audit Period	See Section 2.110
Backup and Restore	Two processes required for ensuring that data is not lost due to failure. Backup is the process of saving the data from the Data Warehouse to tape or some other persistent storage medium. Restore is the process of replacing that data on the Data Warehouse (in its original form) from the backup medium.
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.
Conversion	Conversion is the process of modifying the State's current application that utilizes the Teradata data warehouse to operate with the Vendor's proposed solution. This will include conversion of the Extract Transform and Load (ETL) processes, reporting system configuration, production system conversion, and testing.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work
Test/Development/DR System	This is a smaller version of the production data warehouse system used on a day by day basis for testing and development purposes, but can be used to replace the majority of the production data warehouse functionality in the event of a catastrophic failure of the production system.
Disaster Recovery	This is the process/system that provides a way to continue to use data warehouse functionality in the event of a catastrophic failure of the production data warehouse that makes it unavailable for an extended time.
DTMB	Michigan Department of Technology, 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 in Article 1 as Key Personnel.
Migration	For the purpose of this RFP migration will be defined as the movement of the data from the State's existing data warehouse to the new data warehouse platform
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.
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
Platform	the hardware and software components that comprise the entire data warehouse system
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 for the benefit of the State.
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 purpose of this contract is to provide a source of Business Intelligence professional services to support the State's data warehouse and related development.

The data warehouse is maintained and hosted by the Department of Technology, Management and Budget (DTMB) and currently supports multiple agencies, including the Michigan Department of Community Health (DCH), the Michigan Department of Human Services (DHS), the Michigan Department of Treasury (Treasury), the Michigan Department of Energy, Labor and Economic Growth (DELEG), and the State Courts Administrative Office (SCAO). Additional agencies may be supported in the future.

1.100 Scope of Work and Deliverables

1.101 In Scope

Providing staff augmentation and project development support for data warehouse and related application development.

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).

All services and products provided in this Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. The State may deny the exception request or seek a policy or standards exception.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. 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 DMTB. 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 Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. 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 Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:

All computer information systems and applications operate in a secure manner and comply with State Enterprise IT Security Policy and Procedures as found on the website:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>

The State's security environment includes:

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

**IT Strategic Plan:**

<http://www.michigan.gov/itstrategicplan>

IT eMichigan Web Development Standard Tools:

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>

Agency Specific Technical Environment

The agencies that use the Teradata use a range of databases and operating systems including Oracle on HP/UX, Solaris and Windows, SQL/Server on Windows and MySQL on Linux. All of these environments must be able to directly access data on the new platform and must be able to feed data to the data warehouse.

The State supports a Business Objects reporting/query system that is used by several agencies to access the data warehouse. One instance runs on HP/UX with an Oracle 10g repository and another runs on Windows with an Oracle 10g repository.

Three of the agencies (DCH, Treasury, and SCAO) use BI/Query to access the data warehouse.

1.104 Work and Deliverables

Deliverables described in section 1.104 are not all inclusive.

Professional Business Intelligence (BI) Services*Requirements:*

The State requires BI services in support of the data warehouse. In some cases this will be to support agencies without sufficient DTMB support to enable them to accomplish this with state staff. In other cases the agency has extensive DTMB support, but requires staff augmentation to assist them to deal with agency demand for services. In yet others an agency may ask for the pre-qualified BI service Contractor to quote and build a system for the agency to maintain.

Pre-qualified Contractors will be required to sign this Primary Contract with DTMB Purchasing Operations.

The Primary Contracts and any resulting Work Contracts will be written so as to incorporate by reference all the terms of this Contract. DTMB may include additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that Work Contracts will be awarded to any pre-qualified Contractor(s) by the SOM.

In any of these cases there will be specific skill sets required including:

1. Data Warehouse Project Manager

- Manages the integration and/or development and delivery of very large and complex deliverables directly to the customer, or in support of a major enterprise-wide program. This position provides the primary interface between the Contractor, the State and third party providers.
- Establishes and manages the project plan, according to SUITE standards, including the development schedule, resource requirements and integration efforts of third party products. Periodically reports progress to State management.
- Motivates and directs project team; sets goals, objectives and priorities; assigns and reviews work.
- Acts as the primary interface with the State on issues regarding the project deliverable. Makes sure customer reviews are held with the customer user community and obtains sign-off on status reports and requirements.



- Makes sure approved methods, processes and tools are consistently used.
- Is accountable for meeting project schedule and results as well as for the State customer satisfaction and quality of the deliverables.

2. Data Warehouse Architect

- The data warehouse architect designs total solutions involving multiple systems for large organizations. Solutions may use third party hardware and software. Participates/leads in the construction of models and pilot programs with senior level managers.
- Conducts models and pilot programs to test proposals or develop solutions to problems. Develops measurement criteria to evaluate programs and projects and develops or reviews estimates on technical aspects of projects.
- Develops design proposals to meet customer needs.
- Approves integrated systems design proposals for technical content.
- Monitors the implementation for technical correctness so that customer needs are met.
- Identifies, analyzes and evaluates alternative design solutions.

3. Data Warehouse Database Administrator

- A database administrator (DBA) is responsible for the availability, safety and usefulness of a database. This may include tasks such as:
 - Software Installation and database management system upgrades.
 - Software upgrades to ensure the database is in compliance with critical security patches, or, software upgrades deemed necessary by the State.
 - Working in conjunction with system administrators, server configuration to ensure that the entire database system is capable of providing the services needed.
 - Performance monitoring to identify bottlenecks and places where throughput can be improved.
 - Security administration to ensure that the database cannot be accessed by unauthorized parties or damaged by anyone.
 - Configure access to the data warehouse and communication between the data warehouse and other servers.
 - Physical database design translates the logical database design to work optimally for the specific database environment.
 - Working with developers, establish standards and guidelines for access to the database.
 - Backup and Restore management to ensure that no data is lost and that backups can be restored in a timely manner.
 - Work with developers to optimize their queries.

4. Data Warehouse Developer Senior/Junior

- Data warehouse developers perform application development tasks in support of building business intelligence applications and integrating data warehouse resources into other Agency applications. In addition they provide database expertise to other application developers in close collaboration with DBAs and other data management staff. This may include tasks such as:
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Create extract, transform and load systems to move data from the various operational systems in which it is collected to a cleansed, consolidated data warehouse.
 - SQL development.
 - Work with developers and end user query developers to design and improve database queries.
 - Train developers in how best to design queries for a specific database.



5. Data Warehouse Designer/Modeler

- A data warehouse designer is responsible for the layout and navigability of a database. This involves defining the tables, keys and relationships that will allow an application to retrieve and update data correctly and efficiently. This may include tasks such as:
 - Working with end users and developers to understand the data needs of an application and the larger systems.
 - Providing different designs for different database uses. For example an OLTP database design will not be the same as one for a data warehouse. Designers must understand the uses to which their designs will be put.
 - Documenting the data involved including definitions, constraints and access needs.
 - Creating and maintaining logical designs, including Entity Relationship diagrams, which illustrate what data will be stored, how it is organized, how it can be retrieved (keys) and how it relates to other data in the database.
 - Creating and maintaining data definition language (DDL) that can be used to create and update the database.
 - Working with the DBA and application developers, modify the logical design to create a physical design most suited to the database environment and the applications that will use it.
 - Work with developers and DBA to create and maintain database design standards.

6. Data Warehouse Business Intelligence Report Developer

- Data reporting staff work with agency requestors to define and develop new queries, and provide training and technical support to both DTMB developers and end user query developers. Their tasks may include:
 - Working with end user requestors to understand their data needs and create and implement solutions to those needs.
 - Develop and present training classes for end user developers to help learn how to most effectively use the data warehouse platform and the BI tools available to them to support their own data needs where possible.
 - Develop and present training classes for DTMB developers to better understand how to use the BI development tools to create and implement reporting solution using the data warehouse.
 - Provide one on one support for developers and end users to assist them in accomplishing their data reporting needs.

7. Data Warehouse Business Intelligence Analyst Senior/Junior

- Business Intelligence/Data Warehouse staff work with end users to provide information in a number of different ways. This may include tasks such as:
 - Running Joint Application Design (JAD) sessions to understand what data is needed and how it is likely to be used.
 - Creating ad-hoc queries to answer specific user questions.
 - Program design and specification.
 - Creating data warehouse based applications including reporting, dashboards and other information analysis and delivery systems.
 - Supporting end user to enable them to create their own queries and reports as needed.
 - Identify data problems and work with developers to correct them.
 - Using advanced analytics, provide agencies with predictive and explanatory analysis to enable them to better accomplish their missions
 - Organize and run user groups to encourage self support among end user and DTMB query and other BI application developers

8. Data Warehouse Help Desk Analyst

- Help desk staff provide first line support for end users and developers, when there are problems with their use of the data warehouse and BI tools.
 - Accept problem reports and provide guidance for correction, or pass on status information where possible.



- Direct unresolved problem reports to second line support (this may be either DTMB DCO or developer staff or Contractor staff responsible for a BI application).
- Track and analyze problem occurrences and resolution.

9. Knowledge Transfer/Transition

While the BI services Contractor(s) will be working closely with DTMB staff in most cases, they are still required to provide documentation for any work that they do, which describes both what was done and why it was done in that fashion. In addition BI services staff will be required to perform informal training to state staff on platform issues, applications written by the Contractor, and general data warehouse usage.

Information Builders Advanced Analytic Software Packages

Agency Predictive Analytics BI Portal

WebFOCUS RStat is the market's first fully-integrated business intelligence and data mining environment, seamlessly bridging the gap between backward and forward-facing views of business operations. With WebFOCUS RStat, the State of Michigan can easily and cost-effectively deploy predictive models as intuitive scoring applications. So Agency users at all levels can make decisions based on accurate, validated future predictions, instead of relying on gut instinct alone.

Information Builders Agency Predictive Analytics solution provides a BI portal for business users to consume the results of advanced analytic modeling. This eliminates the need to purchase and maintain multiple tools, and frees analysts and other statisticians from spending countless hours extracting and querying data. At the same time, it reduces costs, simplifies maintenance, and optimizes IT resources. The Information Builders Predictive Analytics BI Portal provides servers with access to over 250 data sources, for both BI developers and data miners. It also provides comprehensive data exploration, descriptive statistics, interactive graphs, in-depth data visualization and transformation, and hypothesis testing, clustering, and correlation analysis.

With the use of Information Builders Predictive Analytics BI Portals, Agencies can set up an advanced analytic environment to analyze critical challenges key to the improving program performance. The Predictive Analytics Portal will leverage Data Warehouse information assets and allow Agencies to proactively engage in advanced analysis while serving up the business information to key roles within each Agency. The Portal will establish a consistent method for predictive analytics to target critical Agency challenges with a non tool-based approach. Role-based security will be included in the Portal so that the right information is delivered to the right individuals as defined by Agency executives.

Enterprise Uses of Information Builders Predictive Analytics:

Benefit Fraud: Information Builders waste, fraud, and abuse solutions can help Michigan Agencies combat benefit fraud – setting up an early warning alert system for adjudicators and investigators around applications that have a high probability of being fraudulent. Information Builders predictive analytics enables the discovery of emerging suspicious activity that can be assigned a high probability of fraud using advanced modeling techniques. The probability once scored serves as a prioritization system for the priority for which claims or benefit applications should receive additional review prior to being processed or paid. The predictive analytics solution will integrate seamlessly with current business processes and systems and will leverage information available in the Data Warehouse, transactional systems, and other specialized data sources. The solution will provide a customized view of key information according to the key roles within each organization to enhance critical decision making through a stand-alone BI Portal. Predictive analysis on potential fraud can also be supplied as an input to core claims processing and other transactional systems. Information Builders waste, fraud, and abuse predictive analytics portal can be applied to all major State of Michigan benefit programs such as DHS Bridges, MDCH Medicaid, DELEG Unemployment Insurance claims, and MSHDA housing grants / benefits among others.

Work Management: Information Builders Work Management Predictive Analytics Portal Solution helps Agencies optimize the allocation of state government resources whether it be staff, facilities, or outreach / marketing program dollars. By predicting the demand for state services or the likelihood of incidents occurring (crime, child abuse as examples), models will be developed within the Work Management Predictive BI Portal



to optimize resource allocations to both save money and improve outcomes for citizens in the State of Michigan. Actionable information will then be deployed to key roles within the Agency in the BI Predictive Analytics Portal specific to each role and responsibility.

Improve Audit Results: In order to ultimately increase revenue for the State of Michigan, Agencies can deploy the Information Builders Audit Optimization Predictive Analytics Portal that could assist organizations such as the Treasury Tax Compliance Division more precisely target candidates for audits (across various taxes) to increase the revenue generated from field audits. As an example, the challenge with enhanced approaches to Corporate Tax Compliance analytics is in finding the golden needle - as a small percentage of audits account for a very large proportion of assessments. Typically, traditional methods of audit selection include for tax compliance focuses on top contributors and corporate tax filers who have previously been audited. This analysis is single-threaded around the study of a single metric such that it becomes difficult to identify and leverage patterns from audit outcome data. With the use of advanced analytics, it is possible for Tax Compliance Departments to accurately identify and prioritize tax returns that have a high likelihood of under-reporting and a high magnitude of potential collection by augmenting their rules-based tax auditing systems with scores generated by analytical modeling – improving audit success by as much as 20 to 50 percent. In addition to improved initial audit selection, the Information Builders Audit Optimization Portal includes the detective capability of uncovering new patterns within program data to allow Agencies to enhance predictive analysis so that audit selection can be enhanced in an ongoing fashion.

Policy Outcomes Evaluation: Predictive modeling can be used by Agency and Department, and the Administration as a whole to inform policy decisions. This is done where managers might want to gain insight on the importance and relationships of variables associated with program outcomes. For policy modeling it is important to have historical data that can measure attributes over time. Better understanding the relative significance of variables in contributing towards successful program outcomes allows state government officials to make data-driven decisions. Likely, policy decisions could be enhanced as Agency and Department management combines results of advanced analytics with their own experience.

In these scenarios, and many others, the benefits for the operational decision-maker come in the form of improved risk assessment and more precise expectations about the future. The accuracy of decision-making is based on four variables: the quantity of detailed historical data available, the means to correctly assess the importance of each factor within that historical data, and the ability to automate the process of data collection, forecasting, and risk assessment and the options available for operational consumption of predictive analysis. Information Builders Predictive Analytics BI Portal makes it easy for State of Michigan Agencies to attack program-specific critical challenges with results easily consumed for better decisions at all levels of the organization.

		Price	Support	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Active Reports	1	25,548	5,110	30,658
WebFOCUS RStat Predictive Analytics	1	0	25,000	25,000
Total		194,783	63,957	258,740

Pricing is for 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Program specific pricing can be provided upon request.

Information Builders Operational BI Applications

Agency Performance Management Solution

Information Builders Performance Management Framework (PMF) delivers a platform for holistic and pervasive operational performance management. PMF gives you a comprehensive platform for creating and managing your organization’s culture of performance and accountability. PMF offers personalized end user dashboards, metric blogging, print-quality publishing, mobile alerts, deep analytics, strategy authoring, and easy-to-use set up wizards. More than any other solution, PMF combines these key capabilities right out of the box.



Information Builders PMF is an application that allows Agencies to store and track metrics and aggregate these metrics into scorecards to evaluate strategic goals. It also provides tools to keep the metrics updated with current data. PMF metrics are multidimensional; to let employees at all levels track their own progress and see how their work integrates with overall Agency Performance Management strategy.

Benefits for State of Michigan Agencies:

- **Better communication** - The most important driving force for a successful organization is good communication. PMF Dashboards provide a set of easily assembled information gadgets – pre-built grids, graphs, and tools that provide one-glance status on key performance metrics and strategies.
- **Collaboration** - Any Key Performance Indicator (KPI) can be blogged so users at any level of accountability can participate in making the KPI clear. This will allow State of Michigan to track and store blogger information and display KPI status. Users can see related threads and branches easily to help them understand why or what is being done to assist with the KPI. Another collaboration feature in PMF is the threading and forwarding of alerts. Alerts cause an action and engage others to change operational outcomes. Users can receive alerts to their dashboards or email accounts. They can set up an alert to run automatically, and forward them on for action with comments.
- **Alignment** - State of Michigan can easily align metrics, processes, projects, cause/effect linkages, and owners to best represent the goals and strategic themes of the business. These alignments can be changed dynamically and graphically with the result being immediately available to every user and reflected in all dashboards and published documents – in real-time. Adjusting the weights, thresholds, and tolerances is also easy for business users. This empowers business and strategy owners to manage performance and accountability and lets them prioritize their metrics.
- **Easy deployment** - One of PMF’s key benefits is —Real Rapid Start - PMF implementations take weeks, not months or years. This will allow State of Michigan Agencies to quickly see benefits of automating their approach to performance management.
- **Low IT support costs** - This application was developed from the ground up to be fully supportable and maintainable with little or no IT resources – the business Agency that wants to manage its performance does the implementation, not IT. Instead of a lengthy, costly ETL project to acquire metrics and dimensions, PMF provides a simple wizard and scheduling system.
- **Flexibility for change** - This solution is infinitely customizable because each and every part of it is constructed with business intelligence components. It was designed to manage, measure, and analyze anything, delivering a performance solution for any horizontal process (finance, human resource, information technology, call center are some examples) or in any vertical service line. This flexibility allows various metahorizontal disciplines (risk management, compliance, and governance) to be managed and aligned with performance goals.

		Price	Support	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Performance Management Framework	1	100,000	20,000	120,000
Total		219,735	53,847	323,082

Pricing is for a 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Program specific pricing can be provided upon request.

Agency Role-Based BI Application

While high-level planning and strategizing are vital to an organization's success, it is the countless day-to-day tasks and processes – carried out by workers on the front lines – that play the biggest role in state government performance. Unfortunately, the systems that support these operations are often disjointed and dispersed, creating silos of information that hinder collaboration across teams and departments, as well as with external stakeholders such as service providers and citizens. This can lead to inefficiencies that waste resources,



preventing state government Agencies from reaching optimum results for dollars spent on delivering core services at a time of declining state revenue.

Information Builders Role-Based BI Application will provide real-time information to Agency staff, partners, and citizens with no training required for users. The role-based BI applications will be available to Agency staff at all levels and would also allow Agencies to open up use of the solution to State of Michigan partners, service providers, and citizens. With our guided ad-hoc technology, users can rapidly create custom reports as simply as if they were shopping online. They can easily choose columns, sort criteria, measures, and output formats, to generate their own personal reports.

Additionally, simple menu selections enable repeat delivery via email in any preferred format including Excel, PDF, HTML, Word, or even as innovative Active Reports which allow for offline analysis. A single guided ad-hoc reporting template can generate thousands of different reports to meet all Agency user requirements, from management, supervisors, to frontline workers. And, through the WebFOCUS Managed Reporting Portal, users can organize and navigate through guided ad-hoc reports, dashboards, and archive report libraries. Additionally, built in security keeps data protected at all times, by granting access to authorized users based on their role within the organization.

		Price	IR	Total
WebFOCUS Professional Server Bundle (WPRO)	1	119,235	23,847	143,082
WebFOCUS Portal	100	50,000	10,000	60,000
WebFOCUS Active Reports	1	25,548	5,110	30,658
Total		194,783	38,957	233,740
Optional Components for BI Applications	1	20,000	4,000	24,000
iWay Enterprise Index for Lucene - Level 1 (500,000 documents)				
WebFOCUS Magnify for Lucene - Level 1 (500,000 documents)	1	30,000	6,000	36,000
iWay Utility Adapter Bundle	1	20,000	4,000	24,000
Lucene Support Fee		0	6,000	6,000

Pricing is for a 2-Core Server Environment. Additional cores can be purchased for department-wide or enterprise solutions. Application or program specific pricing can be provided upon request.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

Business Intelligence Services Staff Requirements

1. Contractor(s) must manage and implement BI projects with minimal State involvement.
2. Contractor(s) must provide services during normal working hours (Monday through Friday, 7:00 a.m. to 6:00 p.m. ET.) and possible night and weekend hours depending on position and project requirements. No overtime will be authorized or paid. 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. Contractor(s) shall observe the same standard holidays as State employees. The State does not compensate for holiday pay. Contractor(s) will not be reimbursed for travel expenses or travel time.
3. Contractor(s) work is to be performed, completed, and managed in the Lansing, MI area:
4. Obtaining BI Services
The State after formalizing a comprehensive Work Request will facilitate the second tier selection process for each Contracting effort. A Work Request template will identify the statement of work,



category of service, period of performance, deliverables, specific response information required, work evaluation and payment criteria, and any special terms and conditions.

- a. Contractor(s) must respond fully to a service request with the following candidate information within five (5) days of issuance by the State on the Bid4Michigan site. Responses must include:

Resumes of qualified staff for each position the State has requested.

Date of availability for each candidate.

The results of two reference checks that the Contractor(s) has performed on the proposed individual, including the names and telephone numbers of the references themselves. At least one of these reference checks must be from a supervisor.

Verification of a candidate's permission to work in the United States.

Rate for each resume submitted. Rates may not exceed the rates in the Contract. However, the rates may be less, depending on the State's requirements, nature of the job market, and the candidate's abilities.

- b. Contractor(s) may request clarification regarding the State's request during the response period. If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in a written response to the State.
- c. The State will evaluate the resumes and references of submitted candidates. Selection will be based on a best value evaluation using the criteria identified in the Work Request and the rate provided by the Contractor. Other selection criteria or tools which may be in the best interest of the State may be utilized to make a selection.

The State may contact the Contractor to request an interview with a candidate. The Contractor will be responsible for setting up all interviews. At the State's discretion, the interview may be conducted over the telephone. The State may, at its discretion, request a face-to-face interview. In this case, all expenses travel or otherwise, resulting from such a request must be borne by the Contractor.

- d. After selecting the resume(s) that present the best value to the State, the State will notify Contractor(s) regarding its selection.
5. Contractor(s) will be responsible for setting up all interviews between the candidates and DTMB/Agency management, if requested by DTMB.
 6. Contractor(s) will provide a mechanism for expedited procurement of staff to meet a need for immediate replacement or for mission critical services.
 7. Contractor(s) will ensure that the staff proposed for this assignment are fully trained and meet the skill set requirements of the job position being filled. The State makes changes to its technical architectures from time to time. If a Contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor (s) are responsible for training in the new or changed technology (e.g., Contractor personnel needs training in a particular tool in order to perform their State assignment.) or providing new resources who are trained in the new tool, at the State's discretion. Contractor (s) or the assigned Contract staff may elect to pay for the training necessary to continue working on the assignment. The cost of the course, including any travel expenses, and the training hours will not be billable to the State.
 8. Contractor(s) is responsible for providing a 30 day written notice to the State in addition to a plan for transitioning to a new resource including knowledge transfer in the event an individual is terminated or voluntarily withdrawn from an assignment. The State will not reimburse the Contractor for both the departing resource and the incoming resource during the transition period. The State can request the Contractor replace the individual with an individual of equal or greater qualifications.



- a. Contractor(s) staff will be subject to the rules, regulations, and policies of DTMB and the Michigan Department of Civil Service.
- b. Contractor(s) staff assigned to work with restricted (a.k.a. sensitive) data have an obligation to safeguard and protect the confidentiality of such data. Further, if the staff member accidentally or purposefully releases restricted or sensitive data, the Contractor assumes full responsibility for any resulting penalties.
- c. Contractor(s) assumes full responsibility for the acts of all subcontractors.
- d. Contractor(s) may use subcontractors to fulfill requirements of the Contract. If subcontractors are employed, Contractor will pay subcontractors within 30 days of the Contractor's monthly invoice.
- e. Contractor(s) will ensure that staff exhibits professional conduct and act in the best interest of the State.

Contractor(s) may not remove or reassign staff to other Contracts unless mutually agreed upon by the State and the Contractor(s). If staff is removed without compliance the State has the right to impose a monetary penalty of up to 1% of the previous month's invoice total.

C. On Site Work Requirements

Requirements:

1. Location of Work

The work is to be performed, completed, and managed at the following locations:

- State office buildings in the immediate Lansing, MI area.
- Some professional services related to projects may be performed in the Contractor's office in the Lansing area on a case by case basis, or other location as mutually agreed upon.

2. Travel:

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

3. 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.

All proposed Contractor personnel for BI services must satisfy the security requirements for the agencies in which they will be working—at the minimum signing the Agency security forms. In addition some Agencies (Treasury for example) require personnel to attend additional security training and agree to be bound by their requirements.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

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

1.202 State Staff, Roles, and Responsibilities

A. The State will provide the following resources for the Contractor's use:

- Work space
- Minimal clerical support
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine. This includes software licenses as appropriate.

B. A purchase order (PO) will be issued for all resources working under this Contract.



C. The State will notify Contractor(s) in writing if a senior resource is not performing at senior level. The Contractor(s) will be responsible for finding a senior level replacement, or will reduce the hourly rate for the person to that of a non-senior resource, at the discretion of the State.

The State project team for the platform project will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB and Agency project managers.

D. Executive Subject Matter Experts

1. The Executive Subject Matter Experts (SME) representing the business units involved will provide the business knowledge required for any conversion activities. The Executive SME's will be empowered to:
 - Resolve project issues in a timely manner
 - Review project plan, status, and issues
 - Resolve deviations from project plan
 - Provide acceptance sign-off
 - Utilize change control procedures
 - Ensure timely availability of State resources
 - Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title	Phone/e-mail
Dawn Shattuck	Treasury		
Cynthia Green-Edwards	Community Health		
George Noonan	Human Services	Manager Data Analysis and Information Management	
Dean Feldpausch	MSHDA	Department Manager	
Marcus Dobek	SCAO		
Carol Steel Sherman	DTMB/DCO	Director	
Richard Burgis	DTMB	Manager	

E. State Project Manager- (MDIT and Agency)

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

The State's Project Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external Contractor s
- Facilitate communication between different State departments/divisions
- Provide acceptance and sign-off of deliverable/milestone
- 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.

Name	Agency/Division	Title
Tess Layman	DTMB	Project Manager
George Noonan	Human Services	Manager Data Analysis and Information Management
Cynthia Green Edwards	Community Health	
Dean Feldpausch	MSHDA	Department Manager



Marcus Dobek	SCAO	
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The platform installation and data migration will be managed by MDIT DCO

Name	Agency/Division	Title
Carol Steel Sherman	DTMB	DCO Director

MDIT shall provide a Contract Administrator whose duties shall include, but not be limited to, supporting the management of the Contract.

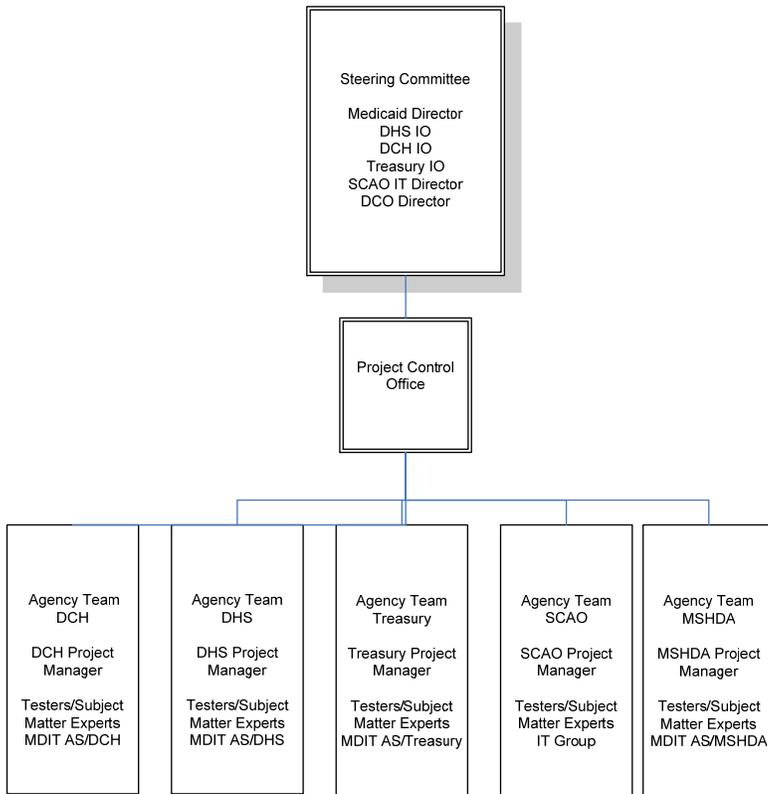
Name	Agency/Division	Title
Patty Bogard	DTMB/Bureau of Strategic Policy	Contract Administrator

F. State Project Structure

The Data Warehouse project will be managed by a Steering committee consisting of the Medicaid Director, the Agency IOs responsible for the groups that use the data warehouse, the SCAO IT director and the MDIT DCO director. They will be responsible for over all direction and resolving any issues that arise.

A Project Control Office (PCO) will be used to manage the day-to-day operations of the project on a state-wide basis. Each agency will manage its own conversion and implementation activities under the coordination of the PCO. This structure is illustrated below:

Project Structure
For
Data Warehouse Refresh



1.400 Project Management

1.401 Issue Management

Requirements:



An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor must maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager 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 – Business leads

Level 2 – Project Managers

Level 3 – Executive Subject Matter Experts (SME's)

1.403 Change Management

Requirements:

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. 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 Technology, 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 DTMB 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 DTMB 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.

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

1.600 Compensation and Payment

1.601 Compensation And Payment

A. Method of Payment

The BI services will be paid according to specified payment terms in each Work Request.

B. Travel

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

C. 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 State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at:

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

All air, car and hotel reservations must be made through the State Contract with Passageways Travel at (517) 333-5880 or (800) 915-8729. All original receipts must be included with your travel voucher and invoices, which must include the purchase order number. Failure to follow this policy will result in reduced reimbursement.

D. Purchase Orders

- The parties agree that the Services/Deliverables to be rendered by the Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work until authorized via a PO issued against this Contract. The Contractor shall perform in accordance with this Contract, including the Purchase Orders executed under it.

E. Invoicing

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.
- Hours worked and time period for invoiced hours.
- Name of Contracted employee.

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



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning December 21, 2010 through December 20, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) 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 Options to Renew

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 five (5) additional two (2) year periods.

2.003 Legal Effect

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

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations (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 Technology, 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, 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:



Patty Bogard
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
bogardp@michigan.gov
517-335-4051

2.023 Project Manager

The following individual will oversee the project:

Tess Layman
Michigan Department of Technology, Management and Budget
235 S Grand Ave
Lansing, MI 48933
Email laymant@michigan.gov
Phone: (517)335-3779

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 Technology, 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:

State of Michigan
Purchasing Operations
Attention: Jacque Kuch
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Information Builders, Inc.
Two Penn Blvd
New York, MI 10121

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 Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. 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 Contractor 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
- (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.
- (d1) 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 Technology, Management and 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 on 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, 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.

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

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request 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 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 Technology, 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

2.81 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 Technology, 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 Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Technology, 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 Technology, Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability-Reserved

2.123 Warranty of Fitness for a Particular Purpose-Reserve

2.124 Warranty of Titlecontract

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-Reserved

2.126 Equipment to be New-Reserved

2.127 Prohibited Products-Reserved

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.

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 DTMB 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. 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 Technology, 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 tortious 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, .
- (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 **Section 2.024**.

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, DTMB, 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, DTMB, 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>.

2.204 Prevailing Wage

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

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

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



2.210 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 the value of the Individual Statement of Work. 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 DTMB 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 -Reserved

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 unless otherwise agreed to in the applicable Statement of Work. 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 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 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 Deliverable based 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 an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, 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

"Final Acceptance" shall be considered to occur when the Custom Software Deliverable to be delivered has been approved by the State and has been operating in production without any material deficiency for fourteen (14) consecutive days. If the State elects to defer putting a Custom Software Deliverable into live production for its own reasons, not based on concerns about outstanding material deficiencies in the Deliverable, the State shall nevertheless grant Final Acceptance of the Project.

2.260 Ownership

2.261 Ownership of Work Product by State

Unless otherwise agreed to in the SOW, 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 and Section 2.264, 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, unless otherwise agreed to in the SOW. 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.

The above notwithstanding, Contractor is the owner of certain proprietary software and applications including, but not limited to, the WebFocus and iWay family of products. Contractor's rights in and to such proprietary software and applications (and all related intellectual property rights, training materials, written materials and source codes) are protected by certain patents, trademarks, copyrights and trade secret protections. Nothing contained herein shall be deemed to grant the State (or any other party) any right, title or interest in or to such proprietary software and applications or to any improvement or modification made to such during the course of any Services performed hereunder, or to any development methodology, programming methods, techniques or know-how utilized by Contractor or others, or to prevent Contractor from rendering the same or similar services to others.

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/dmb>.

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/dmb/0,1607,7-150-56355---,00.html>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the 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

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS RFP WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.



Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP.

2.282 State Employee Purchases – Reserved

2.290 Environmental Provision

2.291 Environmental Provision-Reserved

2.300 Deliverables

2.301 Software – Reserved

2.302 Hardware – Reserved

2.303 Equipment to be New-Reserved

2.304 Equipment to be New and Prohibited Products-Reserved

2.310 Software Warranties

2.311 Performance Warranty-Reserved

2.312 No Surreptitious Code Warranty-Reserved

2.313 Calendar Warranty-Reserved

2.314 Third-party Software Warranty-Reserved

2.315 Physical Media Warranty-Reserved

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor -Reserved

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor-Reserved

2.323 License Back to the State-Reserved

2.324 License Retained by Contractor-Reserved

2.325 Pre-existing Materials for Custom Software Deliverables-Reserved

2.330 Source Code Escrow

2.331 Definition -Reserved

2.332 Delivery of Source Code into Escrow-Reserved

2.333 Delivery of New Source Code into Escrow-Reserved

2.334 Verification-Reserved

2.335 Escrow Fees-Reserved

2.336 Release Events-Reserved

2.337 Release Event Procedures-Reserved

2.338 License-Reserved

2.339 Derivative Works-Reserved



2.400 Other Provisions

2.411 Forced Labor, Convict Labor, or Indentured Servitude Made Materials

Bidder represents and certifies that, to the best of its knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, will be furnished to the State under any resulting Contract, that have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

2.421 Knowledge of Child Labor for Listed End Products

- (a) "Forced or indentured child labor" means all work or service:
 - (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 under a Contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

(c) *Certification.* The State will not make award to a Bidder unless the Bidder, by checking the appropriate block, certifies to one of the following:

- () The Bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () The Bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture the end product. On the basis of those efforts, the Bidder certifies that it is not aware of any the use of child labor.

_____ (Initial)



Cost Table – Attachment A

Position Type	Total availability per year (in FTEs)	Level 1 (Senior) Not To Exceed Hourly rate	Level 2 (Junior) Not To Exceed Hourly rate
Data Warehouse Project Manager	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$200	\$150
Data Warehouse Architect	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$200	\$150
Data Warehouse Data Designer/Modeler	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$160	\$130
Data Warehouse Developer Senior/Junior	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$115
Data Warehouse Business Intelligence Analyst Senior/Junior	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$125
Data Warehouse Database Administrator	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$140	\$130
Data Warehouse Business Intelligence Report Developer	Between 100-300 Information Builders candidates not including subcontractors listed in response	\$150	\$115
Data Warehouse Help Desk Analyst	Significant candidate pool from local subcontractors	NA	\$70