



# 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 3  
to  
Contract Number 071B3200023

<b>CONTRACTOR</b>	PERISCOPE HOLDINGS INC
	211 E. 7th Street, Suite 1100
	Austin, TX 78701
	Ken McFarland
	512-666-9387
	kmcfarland@periscopeholdings.com
	*****5705

<b>STATE</b>	Program Manager	Isidra Chavez	DTMB
		517-284-7048	
		chavez@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		BarronJ1@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> E-Procurement System				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 26, 2012	October 25, 2017	1000 - 1 Year	October 25, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NA		NA		
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				
NA				
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	
\$12,882,502.00		\$ 0.00	\$12,882,502.00	

**DESCRIPTION:** Effective September 21, 2016, the State Program Manager is changed from Natalie Spaniolo to Isidra Chavez. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency 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. 2**  
 to  
**CONTRACT NO. 071B3200023**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Periscope Holdings, Inc. 211 East 7 <sup>th</sup> Street, Suite 1100 Austin, TX 78701	Ken McFarland	kmcfarland@persicopeholdings.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	512-666-9387	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
<b>CONTRACT COMPLIANCE INSPECTOR</b>	DTMB	Natalie Spaniolo	517-373-3696	spaniolon@michigan.gov
<b>BUYER</b>	DTMB	David Hatch	517-284-7044	Mitchellc4@michigan.gov

<b>CONTRACT SUMMARY:</b>			
DESCRIPTION: Enterprise statewide license agreement for a fully integrated eProcurement System for the state of Michigan, Bid4Michigan users and MiDEAL partners.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/26/2012	10/25/2017	Unlimited with successful negotiations	10/25/2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	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
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
Per Contract Deliverables. Contract includes a 4% administrative fee applied to system purchases by other Government entities beyond initial SOM system purchase.			

<b>DESCRIPTION OF CHANGE NOTICE: See attached</b>				
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"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$765,640.00		\$12,882,502.00		

## CHANGE NOTICE NO. 2 TO CONTRACT NO. 071B3200023

This Change Notice No. 2 (this “**Change Notice**”) to Contract No. 071B3200023 (the “**Contract**”) is entered into this 15th day of May, 2014 (the “**Effective Date**”), by and between the State of Michigan, Department of Technology, Management and Budget Procurement (the “**State**”) and Periscope Holdings, Inc., (the “**Contractor**”) (together with the State, the “**parties**”).

Under the Contract, Contractor is obligated to provide daily batch transactions for all Buy4Michigan/R\*Stars transactions. The State has requested that Contractor provide a real time interface for all Buy4Michigan/R\*Stars batch transactions. In consideration of Contractor’s undertaking, the State shall pay Contractor a one-time fee of Seventy Thousand Dollars (\$70,000) (the “**Fee**”). The Fee is inclusive of all costs and expenses of the Contractor whether foreseen or unforeseen, including all insurance and taxes, if any.

Under Section 1.104 I. G(4) of the Contract, Contractor is obligated to provide availability in the eProcurement production system 7x24.365 with 99.5% uptime in a year for both network and application availability excluding agreed upon scheduled maintenance and downtime. The parties agree that the Contractor is not required to provide up time of 99.9999% during Business Hours.

Under Section 2.3012 of the Contract, the Contract may also be extended to other states, and other governmental jurisdictions and political subdivisions within each participating state upon mutual written agreement between the state of Michigan and the Contractor. The software license, SaaS Fees, and other fees for the use of the Software and related documentation are attached as Schedule A of this Change Notice.

Due to extension of work activities resulting from project delays, and in consideration of Contractor’s undertaking, the State agrees to an increase in the Contract amount of \$695,640. Attachment 9 – Pricing Schedule, attached as Schedule B of this Change Notice, has been updated to reflect the increase. Schedule B supersedes all previous Pricing Schedules

The Contract Administrator (Section 2.021) and State contact for Notices (Section 2.025) has changed from Chris Mitchell to:

David Hatch  
DTMB – Procurement  
Buyer, IT Division  
Constitution Hall – 1<sup>st</sup> Floor  
525 West Allegan  
Lansing, MI 48913  
Phone (517) 284-7044  
Fax (517) 335-0046  
hatchd@michigan.gov

Schedule A – Additional Pricing for Other States and Governmental Entities (including additional MiDeal member pricing)

**Table 1-Other States Pricing Notes:**

- For the SaaS fees below, the client is provided two (2) environments - Test and Production.
- For the SaaS fees below, pricing in the table below is an annual fee assuming a **5 year term**.
- SBE is the BuySpeed Small Business Engine
- BI is BuySpeed Business Intelligence

BuySpeed™ Fees	State Population							
	< 2.75 million	2.76 million to 4.49 million	4.50 million to 5.49 million	5.50 million to 6.69 million	6.70 million to 9.9 million	10 million to 14.9 million	15.0 million to 20.0 million	> 20 million
<b>Perpetual License Fees (Unlimited Users)</b>								
Statewide (All Modules)	\$ 1,250,000	\$ 1,500,000	\$1,750,000	\$2,000,000	\$2,500,000	\$3,000,000	\$ 3,250,000	\$3,750,000
Annual Maintenance and Support (20%)	\$ 250,000	\$ 300,000	\$ 350,000	\$ 400,000	\$500,000	\$ 600,000	\$ 650,000	\$750,000
Modules								
eProcurement (includes Inventory, eInvoice, BI)	\$ 625,000	\$ 750,000	\$ 875,000	\$1,000,000	\$1,250,000	\$1,500,000	\$ 1,625,000	\$1,875,000
Annual Maintenance and Support (20%)	\$ 125,000	\$ 150,000	\$ 175,000	\$ 200,000	\$250,000	\$ 300,000	\$ 325,000	\$ 375,000
Vendor Management (includes BI, SBE)	\$ 112,500	\$ 135,000	\$ 157,500	\$ 180,000	\$225,000	\$ 270,000	\$ 292,500	\$337,500
Annual Maintenance and Support (20%)	\$ 22,500	\$ 27,000	\$ 31,500	\$ 36,000	\$ 45,000	\$ 54,000	\$ 58,500	\$ 67,500
Solicitation Management (includes BI)	\$ 200,000	\$ 240,000	\$ 280,000	\$ 320,000	\$400,000	\$ 480,000	\$ 520,000	\$600,000
Annual Maintenance and Support (20%)	\$ 40,000	\$ 48,000	\$ 56,000	\$ 64,000	\$ 80,000	\$ 96,000	\$ 104,000	\$120,000
Contract/Catalog Management (includes BI)	\$ 312,500	\$ 375,000	\$ 437,500	\$ 500,000	\$625,000	\$ 750,000	\$ 812,500	\$937,500
Annual Maintenance and Support (20%)	\$ 62,500	\$ 75,000	\$ 87,500	\$ 100,000	\$125,000	\$ 150,000	\$ 162,500	\$187,500
<b>Software-as-a-Service (SaaS) Fees (Unlimited Users)</b>								
Statewide (All Modules)	\$ 646,500	\$ 723,000	\$ 799,500	\$ 76,000	\$1,029,000	\$1,182,000	\$ 1,258,500	\$1,411,500
Modules								
eProcurement (includes Inventory, eInvoice, BI)	\$ 323,250	\$ 361,500	\$ 399,750	\$ 438,000	\$ 514,500	\$ 591,000	\$ 629,250	\$705,750
Vendor Management (includes BI, SBE)	\$ 58,185	\$ 65,070	\$ 71,955	\$ 78,840	\$ 92,160	\$ 106,380	\$ 113,265	\$127,035
Solicitation Management (includes BI)	\$ 103,440	\$ 115,680	\$ 127,920	\$ 140,160	\$ 164,640	\$ 189,120	\$ 201,360	\$225,840
Contract/Catalog Management (includes BI)	\$ 161,625	\$ 180,750	\$ 199,875	\$ 219,000	\$ 257,250	\$ 295,500	\$ 314,625	\$352,875

**Table 2-Mi DEAL Members/Other States' Governmental Entities Perpetual License Pricing Notes:**

- Site License available with pricing based on modules and users required.

<b>BuySpeed™ Perpetual License Pricing (By Modules/Users)</b>	<b>List Price</b>	<b>Description of List</b>
Vendor Management	\$ 4,725.00	Per entity initial license fee
Small Business Engine	\$ 4,725.00	Per entity initial license fee
Basic Bidder, per named user seat	\$ 1,417.50	Per seat initial license fee
Department Buyer, per named user seat	\$ 1,170.00	Per seat initial license fee
Basic Purchasing, per named user seat	\$ 3,780.00	Per seat initial license fee
Department Access, per named user seat (1-100)	\$ 135.00	Per seat initial license fee
Department Access, per named user seat (101-200)	\$ 112.50	Per seat initial license fee
Department Access, per named user seat (201-300)	\$ 90.00	Per seat initial license fee
Department Access, per named user seat (301-400)	\$ 67.50	Per seat initial license fee
Department Access, per named user seat (401-500)	\$ 45.00	Per seat initial license fee
Department Access, per named user seat (> 500)	\$ 22.50	Per seat initial license fee
Audit, per named user seat	\$ 90.00	Per seat initial license fee
Inventory, per named user seat	\$ 3,217.50	Per seat initial license fee
Accounts Payable, per named user seat	\$ 945.00	Per seat initial license fee
Business Intelligence	\$ 14,400.00	Per entity initial license fee
e-Invoicing	\$ 10,462.50	Per entity initial license fee
Integration Module	\$ 49,500.00	Per integration license fee
Annual Maintenance and Support	23%	Percentage of total software license annually

**Table 3-Mi DEAL Members/Other States' Governmental Entities SaaS Pricing Notes:**

- Site License available with pricing based on modules and users required.

- For the SaaS fees below, the client is provided two (2) environments - Test and Production.

- For the SaaS fees below, pricing in the table below is an annual fee assuming a **3 year term**.

<b>BuySpeed™ SaaS Pricing (By Modules/Users)</b>	<b>List Price</b>	<b>Description of List</b>
Vendor Management	\$ 6,805.00	Per entity per year fee
Small Business Engine	\$ 6,805.00	Per entity per year fee
Basic Bidder, per named user seat	\$ 1,970.00	Per seat per year fee
Department Buyer, per named user seat	\$ 1,841.67	Per seat per year fee
Basic Purchasing, per named user seat	\$ 3,195.00	Per seat per year fee
Department Access, per named user seat (1-100)	\$ 345.00	Per seat per year fee
Department Access, per named user seat (101-200)	\$ 333.33	Per seat per year fee
Department Access, per named user seat (201-300)	\$ 321.67	Per seat per year fee
Department Access, per named user seat (301-400)	\$ 310.00	Per seat per year fee
Department Access, per named user seat (401-500)	\$ 298.33	Per seat per year fee
Department Access, per named user seat (> 500)	\$ 286.67	Per seat per year fee
Audit, per named user seat	\$ 967.00	Per seat per year fee
Inventory, per named user seat	\$ 3,565.00	Per seat per year fee
Accounts Payable, per named user seat	\$ 1,366.00	Per seat initial per year fee
Business Intelligence	\$ 9,760.00	Per entity per year fee
e-Invoicing	\$ 9,482.50	Per entity per year fee
Integration Module	\$ 23,100.00	Per integration per year fee



55A	12.x Retainage		\$8,665.00										
56A	12.x Master Blanket Encumbrance		\$14,932.50										
57A	12.x Bid Tab Evaluation		\$21,877.50										
58A	12.x Vendor Notifications		\$9,172.50										
59A	12.x Requisition Change Order (If Needed)		\$31,185.00										
26	Monthly Project Management (\$40k/month)						\$40,000.00						
27	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
28	Updated Security and Assessment Plan (DIT 0701)						\$20,000.00						
29	Monthly Project Management (\$40k/month)						\$ 40,000.00						
30	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
31	Hostbridge Maintenance (Includes 3% Annual Increase)	\$ 30,900.00											
32	R-STARS Interface Deployed to Test			\$ 118,745.00									
33	Monthly Project Management (\$40k/month)						\$ 40,000.00						
34	12.0 User Stories & Test Cases						\$100,000.00						
35	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
36	Monthly Project Management (\$40k/month)						\$ 40,000.00						
37	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
38	Monthly Project Management (\$40k/month)						\$ 40,000.00						
39	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
40	12.0 Software Configuration & Maint Plan						\$ 50,000.00						
41	12.25 Conversion Plan					\$50,000.00							
42	Monthly Project Management (\$40k/month)						\$ 40,000.00						
43	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
44	Phase 2 Training Plan			\$ 25,000.00									
45	Phase 2 Transition Plan						\$ 20,000.00						
46	Monthly Project Management (\$40k/month)						\$ 40,000.00						
47	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
47A	<b>11.75 Acceptance Testing</b>												
23A	11.75 PO Audit Closeout		\$37,909.50										
25A	11.75 R-STARS Real Time Invoices		\$35,000.00										
48	<b>12.0 Acceptance Testing</b>						\$ 50,000.00						
49	12.x Document Management		\$291,071.50										
50	12.x T&C Processing		\$11,347.50										
51	12.x Control Number Web Service		\$10,140.00										
52	12.x Antivirus Scanning		\$14,932.50										
53	12.x Archive & Purge		\$14,932.50										
54	12.x Favorites List		\$5,493.75										
55	12.x Retainage		\$8,665.00										
56	12.x Master Blanket Encumbrance		\$14,932.50										
57	12.x Bid Tab Evaluation		\$21,877.50										
58	12.x Vendor Notifications		\$9,172.50										
59	12.x Requisition Change Order (If Needed)		\$31,185.00										
60	Develop Phase 2 Training Materials				\$ 49,000.00								
61	Monthly Project Management (\$40k/month)						\$ 40,000.00						
62	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
63	State R*STARS Interface Testing Complete			\$ 59,372.50									
64	Monthly Project Management (\$40k/month)						\$ 40,000.00						
65	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
66	Load and validate Phase 2 data					\$ 61,550.00							
67	Monthly Project Management (\$40k/month)						\$ 40,000.00						
68	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
69	Monthly Project Management (\$40k/month)						\$40,000.00						
70	Monthly Hosting (\$25,851/month)							\$ 25,851.00					
71	Monthly Project Management (\$40k/month)						\$40,000.00						
72	Monthly Hosting (\$25,851/month)							\$ 25,851.00					

73	Support and Maintenance									\$ 500,000.00	\$ (150,000.00)		
74	Performance (load and stress) testing				\$ -	\$ -	\$ -	\$ 50,000.00					
75	Integration and UAT Testing				\$ -	\$ -	\$ -	\$ 60,000.00					
76	Monthly Project Management (\$40k/month)							\$ 40,000.00					
77	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
78	Monthly Project Management (\$40k/month)							\$ 40,000.00					
79	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
80	Hostbridge Maintenance (Includes 3% Annual Increase)	\$ 31,827.00											
81	Configuration accepted				\$ -	\$ -	\$ -	\$ 50,000.00					
82	Monthly Project Management (\$40k/month)							\$ 40,000.00					
83	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
84	Pilot Agency Go-Live				\$ -	\$ -	\$ -	\$ 60,000.00					
85	Phase 2 Training Complete					\$ 67,000.00							
86	On-Site Go-Live Support				\$ -	\$ -	\$ -	\$ 100,000.00					
87	Transition to Ongoing Operations				\$ -	\$ -	\$ -	\$ 100,000.00					
88	Monthly Project Management (\$40k/month)							\$ 40,000.00					
89	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
90	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
91	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
92	Final Acceptance				\$ -	\$ -	\$ -	\$ 125,483.00					
93	Monthly Hosting (\$25,851/month)								\$ 25,851.00				
94	<i>Development &amp; Release Management</i>												
95	<i>R-STARS Interface Deployed to Test</i>												
96	<i>Training</i>												
97	<i>Conversion</i>												
98	<i>Testing</i>												
99	<i>Go-Live</i>												
100	<i>Hosting</i>												
101	Monthly Hosting (\$25,851/month for 20 months)												
102	Support and Maintenance									\$ 500,000.00	\$ (150,000.00)		
103	Hostbridge Maintenance (Includes 3% Annual Increase)	\$ 32,781.81											
104	Support and Maintenance									\$ 500,000.00	\$ (200,000.00)		
105	Monthly Hosting - To Be Billed Monthly (Balance covers 30 months)								\$ 776,947.00				
106	Hostbridge Maintenance (Includes 3% Annual Increase)	\$ 33,765.26											

**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. 1**  
 to  
**CONTRACT NO. 071B3200023**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Periscope Holdings, Inc. 211 East 7 <sup>th</sup> Street, Suite 1100 Austin, TX 78701	Ken McFarland	kmcfarland@persicopeholdings.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	512-666-9387	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov
BUYER	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Implementation of fully integrated eProcurement system – Enterprise Statewide agreement licensed for SOM, Bid4Michigan users and MiDEAL partners.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/26/2012	10/25/2017	Unlimited w/Successful Negotiations	10/25/2017
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	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:			
Per Contract Deliverables. Contract includes a 4% administrative fee applied to system purchases by other government entities beyond initial SOM system purchase.			

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"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
(220,750.00)		12,116,862.00		
Periscope is proposing replacing the hosting provider presented in Contract. Rackspace has been deemed to be a superior provider for several reasons:				
<ul style="list-style-type: none"> <li>• Provides SOM with an alternate facility with a 500 miles distance from primary location</li> <li>• Rackspace is a larger provider with greater financial strength</li> <li>• Infrastructure design for the Rackspace environment will provide greater support and security services for the same cost.</li> <li>• Utilizing the Rackspace environment eliminates the need to develop the Log Management Solution, resulting in a savings of: \$195,750 in Customization/Configuration of the COTS/SAAS Package and \$25,000 in Project Implementation Services.</li> </ul>				

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 PROCUREMENT  
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 OR  
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 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Periscope Holdings, Inc. 211 E. 7 <sup>th</sup> Street, Suite 1100 Austin, TX 78701	Ken McFarland	kmcfarland@persicopeholdings.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	512-666-9387	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov
BUYER:	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov

CONTRACT SUMMARY:			
<b>DESCRIPTION:</b> Descriptive Contract Title (Not always the same language as provided in MAIN)			
Fully Integrated eProcurement System – Enterprise Statewide agreement licensed for SOM, Bid4Michigan users and MiDEAL partners.			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	10/26/2012	10/25/2017	Unlimited w/Successful Negotiations
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	NA	NA	NA
<b>ALTERNATE PAYMENT OPTIONS:</b>			<b>AVAILABLE TO MiDEAL PARTICIPANTS</b>
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
NA			
<b>MISCELLANEOUS INFORMATION:</b>			
Contract includes a 4% administrative fee applied to system purchases by other government entities beyond initial system purchase by SOM.			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>			<b>\$12,337,612.00</b>

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

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 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Periscope Holdings, Inc. 211 E. 7 <sup>th</sup> Street, Suite 1100 Austin, TX 78701	Ken McFarland	kmcfarland@persicopeholdings.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	512-666-9387	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov
BUYER:	DTMB	Christine Mitchell	517-335-0462	Mitchellc4@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
<b>Fully Integrated eProcurement System – Enterprise Statewide agreement licensed for SOM, Bid4Michigan users and MiDEAL partners.</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	10/26/2012	10/25/2017	Unlimited w/Successful Negotiations
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	NA	NA	NA
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
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
NA			
<b>MISCELLANEOUS INFORMATION:</b>			
Contract includes a 4% administrative fee applied to system purchases by other government entities beyond initial system purchase by SOM.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			<b>\$12,337,612.00</b>

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #RFP-CM-07112200108. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

**Notice of Contract #: 071B3200023**

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
<b>Periscope Holdings, Inc.</b> Firm Name	Signature
Authorized Agent Signature	<b>Jeff Brownlee, Chief Procurement Officer</b> Name/Title
Authorized Agent (Print or Type)	<b>DTMB Procurement</b> Enter Name of Agency
Date	Date



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Procurement**

Contract No.071B3200023  
[eProcurement System](#)

Buyer Name: [Christine Mitchell](#)  
 Telephone Number: 517-335-4462  
 E-Mail Address: [mitchellc4@michigan.gov](mailto:mitchellc4@michigan.gov)

<b>Key Milestone:</b>	<b>Date:</b>
Issue Date	10/26/2012
Kick-Off Meeting	11/8/2012



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**Attachments:**

- Attachment 1 – General Contract Information
- Attachment 2 – Organization Chart
- Attachments 3 & 4 – Intentionally left out
- Attachment 5 – Technical Requirements Worksheet
- Attachment 6 – Solution Assessment
- Attachment 7 – Functional Requirements Worksheet
- Attachment 8 – Hosting & Security Environment Worksheet
- Attachment 9 – eProcurement Pricing Tables
- Attachment 10 – Failover Plan



- Attachment 11 – Technical Architecture Description
- Attachment 12 – List of Software
- Attachment 13 – Service Level Agreement
- Attachment 14 – BuySpeed License Agreement
- Attachment 15 – Buyspeed Software Maintenance & Support
- Attachment 16 – Local Participation Subscription Fees

#### List of Exhibits

[Exhibit A-3: Agency Sample Documents](#)

[Exhibit A-8: Screen Shots iTRAC, Bid4Michigan and MAIN](#)

Exhibit B: Retention Schedules

Exhibit C: Interface Requirements

Exhibit D: Contract Management Toolkit



**Terms, Acronyms and Definitions:**

The definitions included in the table below pertain to every component of this Contract, including all attachments

<b>Term</b>	<b>Definition</b>
24x7x365	Twenty-four hours a day, seven days a week, and three hundred sixty-five days a year (including the 366th day in a leap year)
ADBD	The State Administrative Board that has the final authority to review and approve recommendation packages/contract changes.
ADPICS	MAIN module utilized currently by the state for processing of procurement transactions such as requisitions, invitations to bid, purchase orders, and payments. Advanced Purchasing Inventory Control System.
AES	Advanced Encryption Standard
ARTS	Asset Receiving and Tracking System
Acquisition Folder	Includes documentation from the Requisition through Contract/Purchase Order development and approval.
Acquisition Services	Prior name for Department of Technology, Management and Budget, Procurement office.
Active	Record associated with an open document
Addendum	Document utilized to modify posted documents (such as bid packages, contracts, etc.)
Additional Service	Any services or deliverables within the scope of the contract, but not specifically provided under any Statement of Work, that may result in the need to provide the Contractor with additional consideration once the service or deliverable is added. Additional service does not include New Work.
Advice of Change	Document utilized for processing changes to requisitions, CS-138's, purchase orders and contracts.
Agency-License	The term "Agency" shall mean the Licensee including all State of Michigan agencies, departments, offices, as well as all public entities, municipalities, Bid4Michigan system users and members of Michigan's MiDEAL program, regardless of physical location.
Amendment Labor Rates	The schedule of fully-loaded hourly labor rates attached as Attachment 9
Audit Period	The expiration of seven (7) years following the creation of materials (Section 2.112)
Bid4MI	State Solicitation System
BPO	Blanket Purchase Order (multi-year contract).
Bid Tab	The recommendation document that goes to the Administrative Board for approval.
Business Day (capitalized or not)	Any day other than a Saturday, Sunday, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00 a.m. EST - 5:00 p.m. EST unless otherwise stated.
Business Critical	Any function identified in any Statement of Work as Business Critical
Business Hours	Business Hours may fluctuate between facilities and work teams. Most common range is from 6:00 a.m. to 7:00 p.m., Eastern Time.
Buyer	Individual given authority to manage a procurement process; this individual could be classified as a buyer, procurement technician, procurement liaison, analyst etc.
CATS	Contract Administration and Tracking System (Michigan Department of Transportation)
COBIT	Control Objectives for Information and Related Technology
COTS	Commercial Off-The-Shelf
C&PE (Contract and Payment Express )	Vendor /payee registration system (web based system)
CS-138	The CS-138 is a separate Civil Service form and process that is constitutionally mandated before agencies can obtain personal services that are outside the



	classified service. See website: <a href="http://www.michigan.gov/mdcs/1,1607,7-147-6879_9331---,00.html">http://www.michigan.gov/mdcs/1,1607,7-147-6879_9331---,00.html</a>
CTP	Contract Tracking Payment
Category	The way a purchase request is organized. Procurements are usually organized by commodities (general or IT), services (general, IT or professional), or combination, which is a procurement that includes a mixture of several categories.
Close Out	The phase that collects the project documentation from the entire project, including milestone acceptance, encumbrance liquidation, documentation of vendor/state review, etc. so that it can be archived.
Concurrent Users	Concurrent Users means Named Users logged onto and having access to the Licensed Software Products at any given point in time. The number of concurrent users is limited by number of licenses purchased for each level of functionality. Refer to Attachment 12 – Licensed Software Products for specific functions purchased by Agency.
Contract	Refers either to the agreement (including terms and conditions, Attachments and Exhibits) corresponding to a BPO (see above), or an agreement between a State agency and a cooperative purchasing partner (local unit of government, for example), or an agreement between one State agency and another State agency.
Contract Archive File	Archived purchase package and any additional documentation gathered through Close Out (see above).
Contract folder/package	Includes all documentation from the point of contract execution, through contract management, invoicing, payment, closeout, and expiration/termination.
Custom Enhancements	The term “Custom Enhancements” means any changes, additions, translations, or derivations to or of the Licensed Software Products which are offered by Licensor, at the request of the Licensee, as specified in the Contract. Custom Enhancements become an integral part of the Licensed Software Products and are herein licensed to the Licensee pursuant to terms and conditions of this Contract.
DB	Database
DBA	Data Base Administrator or Doing Business As
DBMS	Data Base Management System
DIT-15	Document used to initiate an IT purchase. Approval document for purchase requests and amendments routing through DTMB-IT.
DMB AS-1	Approval document for purchase requests and amendments routing through DTMB Procurement
DMZ	Demilitarized zone
DPO /PO	Direct Purchase Order/Purchase Order (single-year contract)
DR	Disaster Recovery
DS3	Digital Subscriber Level Three
DTMB	Department of Technology, Management and Budget
DTMB - IT	Department of Technology, Management and Budget, Information Technology
DTMB - PO	Department of Technology, Management and Budget, Procurement
DV	Direct Voucher – Payment issued without an initiating Purchase Order.
Days	Calendar days unless otherwise specified
Deliverable	Equipment, Hardware and/or services as required or identified by the Statement of Work.
Department	Another term for Agency, end-using organization
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
EST	Eastern Standard Time
F & C	Finance & Claims Committee
FEIN	Federal Employer Identification Number



FIPS	Federal Information Processing Standards (FIPS) Publication
FOIA	Freedom of Information Act
Freestanding Workstation(s)	The term “Free-Standing Workstation(s)” means a self-contained micro computing unit which is owned or leased by Licensee for the exclusive use of the Agency’s employees or consultants, and for which Licensee has provided a copy of any of the Licensed Software Products.
HR	Human Resources
HVAC	Heating, Ventilation, and Air Conditioning
ITAM	The State’s Information Technology Asset Management System
ITB	Invitation to Bid. The ITB serves as the document for transmitting the solicitation rules and requirements to potential Contractors. (also See RFP)
ITRAC	ITRAC is the acronym for Information Technology Resource Acquisition for Commodities. ITRAC is a web based tool for initiating and tracking State of Michigan Purchases.
Incident	Any interruption in Services
JEC	Joint Evaluation Committee
Key Personnel	Any personnel designated in Article 1, Section 1.201 and/or Attachments 2 as Key Personnel
LMAN	Lansing Metropolitan Area Network
Licensed Software Products	The term “Licensed Software Products” means the computer programs, including Updates, in object code and the related users manuals and other related documentation, whether they be in printed or electronic form, all described in the Contract to which this Agreement is attached and incorporating this Agreement by this reference. “Updates” include all major and minor upgrades, as well as patches provided via valid Annual Maintenance and Support Agreements.
MAIN	Michigan Administrative Information Network includes ADPICS, R*STARS and Contract and Payment Express.
MIDB	Michigan Informational Database
MiDeal	State cooperative purchasing program through which local partners, colleges and universities, can utilize State of Michigan contracts.
MiSACWIS	Michigan State Automated Child Welfare Information System
Multiple Award	A single bid results in more than one contract award. Also called Split Award.
NAS	Network Attached Storage
NASPO	National Association of State Procurement Officials
NIGP	National Institute of Governmental Purchasing
NORs	Notice of Recommendation (s)
Named User	Named User means a single employee of the Agency, or any consultant actively involved in a relevant engagement(s) who is/has been provided a login identification
New Work	Any Services or deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added, will result in the need to provide the Contractor with additional consideration. New Work does not include Additional Service.
Notifications	Communication sent by email.
O/S	Operating System
PARE	Performance and Reliability Evaluation
PII	Personally Identifiable Information
PKI	Public Key Infrastructure
PRF	Procurement Request Form
P-Card	Procurement card used by authorized state card holders for authorized purchases within parameters established by policy.
PM	Project Manager
PMBOK™	Project Management Body of Knowledge



PMM	Project Management Methodology
PO Release	Purchase Order release from BPO
Posting	A document for internal or external viewing that cannot be changed or modified. Electronic documents are usually posted in MAIN or to the State website. Posted documents can only be amended through an advice of change or addendum.
Procurement Path	A state defined workflow to procure an item. The specific process flow, tasks, documents, data, and approvals vary based on the path. For example, requisitions for an IT commodity under \$25,000 and on a BPO may follow a different workflow than a non-IT service over \$25,000.
Procurement Request	The initial request to buy something as documented in step 1.3 of ID Needs and Approval. Once approved (step 1.4), the procurement request becomes a requisition.
Project	Term utilized to describe the purchase request at any phase of the purchasing life cycle
Purchasing Package	Includes all documentation accumulated from the initial procurement request, through acquisition, award, etc., up to contract expiration/termination.
Question and Answer	A phase in the Acquisition process where vendors can send questions about a bid to the State. The State compiles the questions, answers them, and then posts both questions and answers on the website.
R*STARS	MAIN module (Relational Statewide Accounting & Reporting System)
RADAR	Research Analysis Deployment and Reporting.
RAID	Redundant Array of Independent Disks
RBAC	Role-Based Access Control
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Quotation
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RFP Response Evaluation Package	Includes all documentation from the Acquisition Folder, vendor responses, and evaluation materials.
RFP Response Package	Contains the necessary documentation provided to vendors so they can provide an appropriate response to the bid. The bid package may contain the following elements: Terms and Conditions, Evaluation Criteria, specifications, Statement of Work, Contact Information, Due Date.
RFP Response Recommendation	When all responses have been reviewed, and any necessary vendor negotiations have been completed, the authorizing party makes a final recommendation as to the most appropriate vendor to supply the commodity or service.
Request Folder	Includes all research, and approval documentation through Identification of Needs and Approval.
Requisition	The result of an approved procurement request, assigned a unique number.
SAN	Storage Area Network
SLA	Service Level Agreements - Agreements within the State to meet specific benchmarks.
SLA	Software License Agreement – Attachment 14 & 15.
SME	Subject Matter Expert
SOM	State of Michigan
SOW	Statement of Work
SPS	Special personal services
SSN	Social Security Number
Services	Any function performed for the benefit of the State.
Solicitation	Notification sent to select vendors that a bid is available. There are many solicitation types, Request for Quote (RFQ), Request for Proposal (RFP), Request for Information (RFI), etc.



Solicitation (Bid, RFP, ITB) Evaluation Package	Includes all documentation from the Acquisition Folder, vendor responses, and evaluation materials.
Spend	Contracts / purchase orders (i.e., BPO, DPO, PO, P-Card) for goods or services defined as an agreement between the State and a third party in which the State agrees to purchase commodities or services that provide a direct benefit to the State, as a result of a procurement transaction.
Split Award	A single bid results in more than one contract award. Also called Multiple Award.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegate's performance of a portion of the Services.
Turnkey	A product/solution that is ready for immediate use.
UPS	Uninterruptible Power Supply
Updates - License	Updates include all major and minor upgrades, as well as patches provided via valid Annual Maintenance and Support Agreements
Vendor	Vendor File as related to the eProcurement system designates a vendor/supplier interested in bidding and award opportunities with the State. Any references to Vendor in relation to payment, designates a Vendor Payee, registered in MAIN/R*STARS via C&PE to receive payments. Upon award, often used synonymously with Contractor.
Vendor Payee	Vendors registered within MAIN/R*STARS to receive payments from the State.
Vendor Performance	Process used only when a problem exists with the vendor or the vendor has done something noteworthy.
Vendor Portal	An electronic means by which a vendor can do business with SOM by registering, maintaining their user profile, providing quotes and picking up purchase orders
WAN	Wide Area Network
WSCA	Western States Contracting Alliance
Web-Enabled Function(s)	The term "Web-Enabled Function(s)" means any part of any of the Licensed Software Products which is accessible from the Internet.
Work in Process	A deliverable that has been partially prepared, but has not been presented to the State of Approval.



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

### **1.0 Project Identification**

#### **1.001 Project Request**

The purpose of this Contract is to implementation hosting and maintenance of a comprehensive eProcurement System for the State of Michigan and local government partners. A Statewide eProcurement system is needed to achieve efficiency, integration of best practices, cooperative purchasing, spend analytics and realization of overall cost savings throughout the procurement process. Establishing a procurement system, which maintains direct linkages between each component of the procurement life cycle (Identification of Need/Approvals, Acquisition, Contract Management, Receiving, Payment Processing, Inventory, and Vendor & Vendor Payee Management), will provide a level of integration that will eliminate duplication of effort and will provide for retention of, and easy access to, relevant historical data.

#### **1.002 Background**

The State is committed to making improvements in the purchasing and contracting processes, to improve efficiency, quality of results, overall economics, and administration. Several interdepartmental teams have been formed to keep this project on track and moving forward. The intent of this contract is to provide the State with the comprehensive end-to-end solution required to resolve these challenges.

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

#### **1.101 In Scope**

##### General

The implemented solution must provide at a minimum, a turnkey solution incorporating the following functionality that integrates efficiently and effectively with the current State systems policies, standards and workflows. Successful integration will be measured by the ease of transition, quantifiable procurement metric improvements, and interoperability with existing financial (MAIN) and inventory systems.

#### **Integrate a full procurement life cycle system that supports the following:**

Replacement of SOM legacy systems:

- iTRAC,
- Bid4Michigan, and
- MAIN ADPICS in total,
- Additionally, Spend Management, Reverse Auction and Cooperative Purchasing functionality

Implementation of the Contracted eProcurement System encompasses:

- Application configuration to meet Contract/RFP requirements.
- Hardware purchase, configuration, installation and testing.
- Network configuration and testing.
- Application interface specifications and development.
- Database definition, data conversion and loading.
- Development of user training documentation.
- Development of application/user documentation.
- User training (trainers and users).
- Unit testing, system testing, user acceptance testing and performance and reliability evaluation (PARE) and testing.
- Phased implementation by module and/or department.
- Development and demonstration of a Failover strategy.
- Development and demonstration of an availability / fail-over strategy.
- Development of a Business Continuity Plan.
- System Maintenance and Support Services.



- o Accommodation for transfer of system data will be real time.
- o Reporting.
- o Hosting.

Additional services may be required for implementation by specific agencies and/or MiDEAL partners. Labor rates for relevant resources for these services are provided in Attachment 9.

**1.102 OUT OF SCOPE**

Replacement of the State’s financial application (R\*STARS), C&PE, and Business Objects are out of scope.

**1.103 Technical Environment**

**A. State Technology Standards, Methods, Policies and Guidelines**

All services and products provided as a result of this Contract must comply with applicable State IT procedures, policies, guidelines and standards unless otherwise exempted by the Contract Administrator.

The links below provide information on State of Michigan IT strategic plans, current environment, policies, and standards.

Strategic Plan	<a href="http://www.michigan.gov/itstrategicplan">http://www.michigan.gov/itstrategicplan</a>
Enterprise Policies, Procedures and Product Standards	<a href="http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html">http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html</a> <a href="http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--00.html">http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--00.html</a>
IT eMichigan Web Development Standard Tools	<a href="http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf">http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf</a>
Enterprise IT Security Policy and Procedures:	<a href="http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---00.html#1300INFSTDSPLNNG">http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---00.html#1300INFSTDSPLNNG</a> <a href="http://www.michigan.gov/cybersecurity">http://www.michigan.gov/cybersecurity</a>
Contractors must follow the State’s Unified Information Technology Environment (SUITE) methodology	<a href="http://michigan.gov/suite">http://michigan.gov/suite</a>
Payment Card Industry Data Security Standards (PCI DSS)	<a href="https://www.pcisecuritystandards.org/">https://www.pcisecuritystandards.org/</a>
Technology Acceptable Use Policies	<a href="http://www.michigan.gov/dit">http://www.michigan.gov/dit</a>

(a) In those cases where existing standards are incompatible with the selected solution, or if the Contractor identifies important omissions in the State’s existing enterprise technology standards that may have a negative impact on this initiative, the Contractor must provide recommendations for modifying, replacing or introducing standards that will remedy the situation and identify all costs associated with any change. 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 DTMB.

(b) Additional Standards Compliance

Accessibility - Contracted product is a web-based COTS product that is targeted to meet accessibility requirements associated with Section 508 of the US Rehabilitation Act and the Web Content Accessibility Guidelines (Level “A” Priority 1 checkpoints).

- The software is periodically reviewed using the checklists applicable to both 508 and WCAG compliance.
- Screen reader tools including JAWS and the open source screen reader, Non-Visual Desktop Access or NVDA have been used to test the application.
- Contractor will continue to test for and address accessibility issues identified in the application.

(c) Details regarding how Contractor will accomplish these requirements are outlined at a minimum, in Attachment 5, Technical Requirements, and Attachment 6, Enterprise Architecture Solution Assessment.



## 1.104 WORK AND DELIVERABLE

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. **Responsibilities for SOM and/or Contractor and specific deliverables are bolded throughout for easy identification.** The approved project plan (Section 1.3) lays out the detail for each step of work and deliverables, including all tasks, resources, and work breakdown structure.

### Outline for 1.104

#### I. Services and Deliverables To Be Provided

- A. Business Requirements
- B. Software
- C. Application Design & Development
- D. Implementation
  1. Go-Live Process
  2. Configuration
  3. Customization
  4. Interfaces
  5. Conversion
- E. Training
  1. Core Team training
  2. Statewide Rollout Training via Train the Trainer
- F. User, system, and acceptance testing
- G. Operation Services
  1. Hosting Services to be Provided
  2. Hosting and Security Environment
  3. Technical Architecture Description
  4. Sizing of the Application
  5. Environments
- H. Maintenance and Support

#### II. Summary of Requirements Generally

- A. Technical/General System Requirements
- B. Agreed upon outline of Functional Requirements
- C. Workflows
- D. Service Level Requirements

#### I. Services and Deliverables To Be Provided

##### Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501 & 1.502, unless otherwise specified within the particular section.

##### A. Business Requirements

All business requirements are identified in Attachment 7, Functional Requirements. **The Periscope/State of Michigan combined team will review all technical and functional requirements (Attachments 5, 6 & 7) to establish agreement on requirements and expectations prior to acceptance** of the final plans (Communication, Risk, Project, etc.) and implementation documents.

##### Deliverable(s)

**Attachment 7, Functional Requirements are detailed according to the following modules:**

- Module 1 Identification of Needs and Approvals
- Module 2 Acquisition
- Module 3 Contract Management
- Module 4 Receiving
- Module 5 Invoice Processing



- Module 6 Inventory
- Module 7 Vendor

## **B. Software**

A list of the items of software the State is required to purchase for executing the Contract is attached (Attachment 12). The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice).

## **C. Application Design & Development**

Application design deliverables are identified in Attachments 5, & 6, Technical Requirements and Enterprise Architecture.

Application Design analysis and confirmation includes, but is not limited to the following:

### Requirements Analysis and Confirmation

Reviewing existing processes for the SOM's current system and Contractor's solution in the following areas:

Phase 1:

- General Processes
- Vendor Registration
- Identification of Needs and Approvals
- Acquisition
  - o Solicitation development, review, and approval
  - o Solicitation issuance and notifications
  - o Solicitation response evaluation and award recommendation

Phase 2:

- Contract Management
  - o Contract establishment
  - o Management of contract terms, pricing, modifications/amendments and extensions
  - o Contract searching and ordering Receiving
  - o Purchase order creation and management
  - o Change orders
  - o Receiving
    - Invoicing
    - Vendor performance management
    - Workflow and approvals
- Analysis and Reporting

### Core Team Training

In order to complete effective application design and confirmation Core Team Training will be required on an ongoing basis. This will allow core team members to identify process improvements which can be realized as part of system implementation, make configuration/usage decisions, and identify any gaps which need to be addressed.

Participants: This training will include a Core Team consisting of project managers, who are expected to make decisions during project implementation, and key stakeholders and users who will be affected directly by implementation of BuySpeed.

Core Team Training will include:

Phase 1:

- Basic Navigation
- Agency administration (user administration, organization administration, workflow management)
- Vendor registration and account management
- Solicitation Development



- Solicitation Review, Approval and Publication
- Vendor Responses
- Solicitation Opening
- Solicitation Evaluation and Award

#### Phase 2:

- Award/Creation of Contract
- Contract management and contract modification
- Contract shopping and ordering
- Vendor retrieval of orders
- Requisitioning
- Tactical Sourcing/Informal quote management
- Purchase order creation and management
- Catalog/Contract management and ordering
- Change orders
- Receiving
- Invoice entry/3-way match/reconciliation
- Vendor performance management
- Workflow and approvals
- Analysis and Reporting

#### Application Exploration

Bring together the business processes considered in Analysis and Confirmation to:

- Make Configuration decisions,
- Identify SOM business process changes necessary to adapt to system, and
- Identify changes to baseline functionality for customization/development required to support State business and legal practices.
- Contractor's team will document resulting requirements to fill these gaps as part of this activity.

#### **Deliverable(s)**

Application design document including:

- **Detailed Requirements Specifications** (SEM-0402): Detailed description of requirements.
- **Requirements Traceability Matrix** (SEM-0401): Mapping of SOM requirements to BuySpeed functionality to support testing and acceptance.
- **Use Cases** (SEM-0502): Documentation of business processes and scenarios to be used for testing, training, etc. This will provide a translation between the specific requirements, BuySpeed functionality, and business uses.
- **Functional Design Document** (SEM-0501): Description of business decisions that will determine how BuySpeed will be used to support key business processes. This includes development of to-be business process flows, documentation of configuration decisions within BuySpeed, identification of policy/procedural/management decisions that need to be enacted, and functionality changes required within BuySpeed. The documentation will be organized by major business function.
- **Modification Design Documentation and Confirmation**: Detailed description of any modifications identified within Periscope's RFP response or any custom features identified during the Application Exploration sessions.
- **Interface Design Document and Confirmation**: Detailed functional description and technical mapping of interface components between BuySpeed and R\*STARS. In addition, this document will provide specifications for BuySpeed's standard PO xml output for use by the State in interfacing with other systems (e.g., agency-specific financial systems).



## Acceptance Criteria

This phase concludes with sign-off on the Functional Design Document, Modification Design Document, and Interface Design Document for the following business processes:

### Phase 1:

- Vendor Registration and Communication
- Formal solicitation management
- Catalog/Contract management and ordering
- Analysis and Reporting

### Phase 2:

- Vendor Registration and Communication
- Requisitioning
- Tactical Sourcing/Informal quote management
- Formal solicitation management
- Purchase order creation and management
- Catalog/Contract management and ordering
- Change orders
- Receiving
- Invoice entry/3-way match/reconciliation
- Vendor performance management
- Workflow and approvals
- Analysis and Reporting

## D. Implementation

Contractor will pursue a phased implementation, including:

- a. Rolling out different modules in phases (Phase I and Phase II), and
- b. Rolling out initially to a core group of four pilot agencies.

The implementation approach will be mutually determined by the Contractor and the State. Initially the State intended to implement through a phased approach to “bring up” the pilot agencies, the remaining State agencies, followed by the Community Colleges currently on the Bid4Michigan System, and subsequently “bring up” the K-12 schools utilizing Bid4michigan for construction projects. The phasing of implementation may be altered by mutual agreement, however regardless of the selected approach, the State intends to have pilot agency functionality replacing iTRAC, Bid4Michigan and the sourcing and approval components of ADPICS replaced within 100 days, or shortly thereafter. This includes all functionality with the exception of interactions with the financial system (MAIN) and system code modifications.

Contractor will replace iTRAC, Bid4Michigan and ADPICS for the 4 Core Pilot Agencies, while also enabling cooperatives to replace Bid4Michigan and adding eCatalog to order off State contract. During the Project Planning phase of the project, Contractor/SOM team will jointly determine the specific timing of each phase.

### 1. Go-Live Process

#### *Go-Live Planning*

Once a decision has been made to move forward with go-live, **Contractor will work with the State’s project managers to develop a go-live plan for each agency.** The plan will identify all remaining activities (at a detailed level) to go-live, including start/end dates, assigned resources, dependencies, and expected allocation of effort.

This plan will include the following elements at a minimum:

- Technical/Environmental Readiness Activities: Documentation of tasks required to configure hardware, deploy software, and ensure all required communications, firewalls, etc. are configured properly in the production environment.
- BuySpeed Configuration Activities: Working with affected groups to gather configuration documentation (e.g., user data, approval paths, etc.) and planning of resources to enter data into production prior to go-live.



- Data Migration Activities: Assignment of responsibilities for data cleanup and preparation, scheduling of cutover timeframes, and detailed documentation of migration and QA tasks, where data conversion/migration is included with a rollout.
- Training Activities: Scheduling of end-user training sessions, including reserving facilities, communicating to affected groups/users, registration of attendees, and production of materials.

**Each Go-Live Plan will be approved by Contractor team and State project management**, as well as identified managers for the affected groups (e.g., designated agency lead for agency rollouts).

#### *Pre-Go-Live Preparation*

This phase of the project consists of two distinct types of activities: those required to have the BuySpeed production system ready and those to have the BuySpeed users ready.

Each of the steps in this work segment is outlined below:

- Installation and Certification of Production Environment: This is a two phased segment. 1) Contractor will load the BuySpeed software for the production environment. 2) Contractor will verify and certify the installation as complete and ready for use in production. NOTE: This activity is required only at initial go-live and when new builds or integration modules are deployed as part of a go-live.
- BuySpeed Configuration: During this component, Contractor staff will partner with State BuySpeed administrators and technical staff to configure any customized printing or report features, faxing features and punchouts. Contractor will also assist State BuySpeed administrators with configuring BuySpeed functional options, as per Application Exploration.
- Data Preparation: During this phase, Contractor staff will work with State personnel to assist with data entry for set-up of agencies, departments, locations, addresses, and users. Also, in-scope data migration utilities will be run as part of this activity (including contract item load and contract vendor load in Phase 1).

User Training: Contractor staff will be onsite to train Purchasing staff to use the system. This phase also includes a train-the-trainer approach for end-user and approver training, where we will train identified State trainers to enable the State to manage training on an ongoing basis.

#### System Go-Live

Once the checklist of steps for go-live preparation is complete, the system will be certified as production-ready and users will begin working in production. The cut-over plan from current business to the new operations utilizing BuySpeed will be determined in the go-live plan and executed at this time.

Contractor staff will be on-site, as per the designed implementation plan, once users begin work in the production system to resolve issues rapidly. The go-live will be followed with a “Lessons Learned” exercise to help the SOM determine the best approach to rolling out to the remaining state and local agencies.

## **2. Configuration**

Following completion of design documents, the Contractor team will work with the SOM Core Team to configure the system and to begin gathering data required for system usage. These activities will occur in parallel to help gauge the impact on configuration decisions for user readiness and to prepare for user acceptance testing.

### **Deliverable(s)**

Contractor team will work with the SOM Core Team to configure BuySpeed through administrative roles within the system.

Configurations will include at a minimum:

- System-wide settings, such as password rules, logos, standard text, and technical configurations.
- Organizational configurations, such as accounting rules, enablement of specific document types, tracking of setting such as fixed assets, etc. These will drive what users see and how they manage documents and transactions in the system.
- Agency-specific configurations, if desired. BuySpeed allows for the establishment of “parent-child” relationships, where configurations can be passed from a central organization to all associated organizations.



Likewise, organizations can be set up as “stand-alone”, allowing them to establish their own configurations as appropriate.

- Approval path configurations, driving workflows for all document types. Initially, the Core Team will set up approvals for a subset of organizational units to allow for testing, with later set-up occurring for all agencies in production.
- Vendor settings, including which data to gather about vendors (such as ownership type, W-9 data, etc.) and what vendors are permitted to do in the system (such as whether to allow online responses to solicitations).
- Custom-column configurations, which allow the SOM to add specific data elements not included in baseline BuySpeed. This allows for tailored data-capture on documents without requiring programming.

At the same time, the team will work with leads from the pilot agencies to begin gathering framework data that must be setup prior to go-live. Contractor will use standard templates to gather this data, and where appropriate will work with SOM resources to extract data from existing systems.

Agency framework data to include:

- Organizational structure (including three levels of data: Organization, Department, and Location)
- Addresses for billing and shipping
- Users and user profiles
- Approval paths

During this period, the SOM Core Team will work in the “sandbox” (test environment) to gain familiarity with system functionality and prepare for full user acceptance testing. Typically, meetings with the team will occur at least weekly to review issues encountered, evaluate changes in configurations, answer questions, etc.

### **3. Customization**

Contractor’s standard approach to customizations is to incorporate, wherever possible, requested customization into the baseline product as a configurable feature, rather than a strict customization, effectively maintaining a single code base, and it making future upgrades more efficient and cost effective.

- Contractor will evaluate customizations with the SOM as part of the project’s business process review.
- Contractor will work with the SOM core team to assess options for using existing system functionality and changing business processes, rather than concluding that customizations are the answer in every case.
- If a customization is determined necessary, Contractor’s project team will ensure that the SOM’s project management has a full understanding of the alternatives. Only after project management has agreed to move forward with the customization will Contractor begin design and development work.

### **Deliverable(s)**

If a customization is determined necessary, Contractor will design, build, test and deploy according to the accepted project plan.

### **4. Interfaces**

The following interfaces have been identified as mandatory for implementation.

#### **I. MAIN – R\*STARS**

##### **a. Inbound Accounting Transaction(s)**

Real time data created by eProcurement with transaction requests for:

- Pre-Encumbrance-Real Time
- Funds Check-Real Time
- Encumbrances-Real Time
- Expenditures/Disbursement Funds Check-Real Time
- Contract & Payment Express – two way interface

##### **b. Accounting Event Download**

##### **c. Payment Status**



**d. Vendor & Vendor Payee File Extract**

A real time interface will provide eProcurement with the updated Vendor Payee table information (Mail Codes, Vendor Payee ID's). Additional fields may be determined to be necessary during the design phase.

**e. Valid Account Coding Block Entries**

\*\*\*Other interfaces with R\*STARS may be possible and will be mutually agreed upon prior to implementation.

I. MAIN-R\*STARS

a. Inbound Accounting Transaction(s)

Contractor will use the 3rd party tool, HostBridge to facilitate communication. If a 3rd party tool is not desired or feasible, calls can be made directly through the host TCP/IP Service that can then invoke the appropriate programs in the CICS environment for XML processing and responses. HostBride is the middleware tool recommended and included in the price proposal to support this interface. The HTTP(S) protocol supports communication of data in many formats and thus will be used as a standards-based communication protocol for the interface between BuySpeed and R\*STARS. The interface will support synchronous or asynchronous processing which will be configurable.

**Deliverable(s)**

This interface will be leveraged to support the real-time transactions required by the SOM, namely:

- Pre-encumbrances
- Funds checking
- Encumbrances
- Expenditures
- Contract & Payment Express (inbound and outbound)\*Vendor & Vendor Payee File Extract

I. MAIN-R\*STARS

b. Accounting Event Download

The BuySpeed eProcurement system integrates with a process management module referred to as the BuySpeed Agent which will manage the Accounting Event daily extract.

**Deliverable(s)**

The Accounting Event Download daily extract will be used to identify any accounting issues, statuses or changes from the previous day's real-time transaction processing.

**Acceptance Criteria**

The appropriate processing will be reviewed and confirmed with the State during project planning. **To process the daily extract, a Managed Process will be developed to read the extract, process its contents and take the appropriate actions.**

I. MAIN-R\*STARS

c. Payment Status

BuySpeed has a baseline Managed Process named Check Invoice Process that reads payment information and updates BuySpeed appropriately. A conversion routine will be implemented to convert the data into the format required for the baseline Check Invoice Process to read the R\*STARS Payment Status daily extract. The Check Invoice Process is a Managed Process, and can be monitored, managed and scheduled within the system by an administrator user.



**Deliverable(s)**

The baseline implementation will support:

- multiple checks per invoice,
- matches checks to invoices,
- performs dollar total checks, and
- will update the status of the BuySpeed invoice if fully paid by setting its status to reflect that.
- includes a notification list feature which is used to generate email notifications tied to specific processing events. For instance, an email notification would be generated upon completion of a successful run or if errors are encountered.

I. MAIN-R\*STARS

d. Vendor and Vendor Payee File Extract

The BuySpeed application will generate a unique, internal number for each vendor in the system and will provides alternate identification fields to store vendor identifiers from other systems.

**Deliverable(s)**

System will provide vendors with the ability to self-register with the system and self-manage their registration data.

A. MAIN-R\*STARS

e. Valid Account Coding Block Entries

The Accounting Import Process will load account code data into BuySpeed to be used to validate accounting data entered by system users. It will be used to load the Valid Account Coding Block Entries produced by the R\*STARS daily extract. The data produced by the R\*STARS daily extract will be converted to the appropriate format for the Accounting Import Managed Process.

**Deliverable(s)**

The Accounting Import Process will be scheduled to execute on a daily schedule in conjunction with the schedule for the R\*STARS Account Coding Block Entries' daily extract.

***The following additional interfaces have been identified as anticipated for implementation. Detailed specifications for each of the interfaces will be determined during implementation:***

II. ITAM or other inventory systems

For the initial implementation the ITAM interface (outbound) will consist solely of a workflow decision point that would notify the user that they are required to contact the departments authorized "Get Resources" staff to complete the IT commodity purchased request.

The initial integration to ITAM will be through workflow to ensure requests for qualifying IT purchases result in a notification of the "Get Resources" staff for that user's department. BuySpeed will support this requirement through the use of approval paths enabled by the approval and workflow engine.

**Deliverable(s)**

BuySpeed Approval Paths accommodate the initial, anticipated integration with ITAM. However, since BuySpeed has a fully integrated inventory module, future integrations with ITAM or other inventory systems will be supported.

III. P-card – Contractor to define FTP location for data exchange P-CARD Payment Processor

The eProcurement System must capture within-system P-card order and spend (managed), as well as, outside-of-system P-Card spend (unmanaged). This interface will be supported through the development of a Managed Process and administered through the BuySpeed Agent module.



The process requirements will be defined with the State but will include the ability to read and write data from an FTP server and process/import p-card transactions so they can be accurately accounted for and reported against in the eProcurement system.

**Deliverable(s)**

The Managed Process will be designed to load the p-card data (purchases outside of system) so it is accessible in BuySpeed along with the managed spend.

BuySpeed automatically tracks the value of all system documents processed inside the system:

1. For contracts and blanket POs, where subsequent orders will be placed against the document, the system will automatically track the value of all orders placed and the dollars remaining on any dollar-limited agreements.

**IV. ARTs (Asset Receiving Tracking system - loads into ITAM)**

Barcode scanning of assets received that is entered into e-procurement potentially allowing for ARTs to be replaced. BuySpeed will provide out-of-the-box, the ability to render barcodes for items managed through BuySpeed Inventory. The Inventory module is also capable of establishing virtual warehouses where assets can be managed. Each asset will be assigned a unique tracking number/barcode in the system.

**Deliverable(s)**

The full requirements for a BuySpeed integration with (or to replace) ARTs would need to be outlined by working with the State.

**V. Other agency procurement systems (i.e. CTP, SACWIS):**

Contractor will provide a method for exporting purchase orders in an industry standard format, for integrating and exchanging data with other procurement systems. Purchase order exports can be configured by an administrator.

**5. Conversion**

The Contractor team will work with the State of Michigan to convert and load the required data for all participating organizations. An extract layout will be jointly developed and agreed upon by the Contractor and the State after project kick-off.

This will require Several data conversions as follows:

- MAIN ADPICS and R\*STARS open PO's, DPO's and active BPO's for pilot agencies identified,
- All remaining State agencies,
- Community colleges & K-12's
- Local partners on Bid4Michigan.

SOM conversion will include all active electronic documents and historical records as follows:

**1. MAIN ADPICS and R\*STARS all open records for the following categories:**

Document Category Type
BPO
DPO
CS-138
Advices of Change
Document Cancellations
PO
REQ
Receivers (all receivers associated with open PO's & DPO's)
Credit Memos (all open)
Invoices (associated with open PO's DPO's)



DV(all processed for prior 12 months)
Vouchers (all payments against open DPO's &PO's.)
Inter-agency Voucher (all payments against open DPO's and PO's
P-Card

**2. Bid4Michigan System all records from categories defined below:**

- o Registered Vendors
- o General Certifications and Representations data for all active vendors.
- o Active Users
- o Solicitations Comments
- o NORs posted
- o Awards, including No Awards posted on system

**3. ITRAC – (Information Technology Resource Acquisition for Commodities) records as follows:**

- o Active IT Commodity Requests
- o Active PRF Requests
- o Maintenance Requests

**Deliverable(s)**

Contractor will provide a real-time interface to the SOM's financial application MAIN, which is based upon R\*STARS. The stated requirement is to bring in active and "in process" requisitions, purchase orders and invoices.

**E. Training**

- Training materials for the application must be in help format within the application and editable by system administrator.
- Training documentation must be developed in Microsoft Word format and updated based on functionality changes throughout the length of the contract.
- Contractor will be responsible for training pilot users and all State personnel identified to provide on-going training to users. Training effort and duration should be based on the expectation of 1,500 trainees from the State and 6 technical support staff from DTMB-IT. These numbers represent the numbers of individuals to be trained initially to facilitate adequate trainers to provide training throughout the state.
- Training for Statewide and Agency System Administrators must be onsite (State facility), and tailored to Michigan-specific business requirements, and developed with the expectation of a "train the trainer" approach to be utilized by the State moving forward. The State will secure all facilities and provide audio visual equipment necessary to conduct training.
- Vendor to provide:

- o Instructor
- o Handbook – to include but not limited to training sections on configuration, configuration limitations, data dictionary, and ad hoc reporting

**Deliverable(s)**

**Contractor to Provide Training Plan**

- Contractor's Training Team will develop end-user and administrator training plans. These will include a survey of the specific audiences, curricula and training media.

**1. Post Implementation Core Team training**

Contractor will provide a training plan designed to cover all facets of the application from administrative set up, configuration, AdHoc reporting, initial user training to hardware and software management.

Contractor training includes the following:

- Core Team Training - The Contractor Team will lead SOM implementation core team members in an in-depth orientation to familiarize them with relevant BuySpeed functionality. This training will provide hands-on



experience in system navigation, baseline BuySpeed functions, configuration options, and common uses of the system. The objective is to provide a comfort level that allows core team members to identify process improvements, make configuration/usage decisions, and identify gaps to be addressed. The Core Team training will include project managers, who are expected to make decisions during project implementation, key stakeholders and users who will be affected directly by the implementation of BuySpeed and new processes.

- End User Training as part of System Rollout -This includes scheduling of end-user training sessions, reserving facilities and scheduling web sessions, communicating to affected groups/users, registration, and production of materials. The end-user training model is “train-the-trainer”, where Contractor team members will provide the materials, curriculum, instruction and guidance for state personnel to be able to deliver training to agency users.
- Computer-Based Training (CBT) and online training resources - **During the project planning phase the Contractor team will work closely with the SOM to define the level of computer based training required.**
- Vendor Training and Support - **During the project planning phase the Contractor team will work closely with the SOM to define the level vendor outreach and support.**

The training methodology will utilize online, self-paced tutorials and Quick Reference Guides to train vendors on such things as vendor registration, account maintenance, responding to solicitations, and retrieving purchase orders. Online tools will also be used to train individuals who only approve requisitions.

- Departmental requisitioners - less than 4 hours of training. The train-the-trainer model enables agency leads to train their personnel. For large agencies, a classroom setting; for smaller agencies, “over-the-shoulder” training.
- Core purchasing users (such as buyers and contract managers) - an 8-12 hour instructor-led class. Training approach for these users is designed on how to perform job functions (including new processes), not just system navigation.

## **2. Statewide Rollout Training**

**The training will include but will not be limited to configuration, data dictionary and adhoc reporting.** In the event the State does not have adequate resources, the vendor may be required to provide for statewide rollout.

Contractor understands that the State wishes to manage rollout of BuySpeed to agencies not included within the first four pilot agencies. Thus the training approach during initial implementation will focus on building internal training capacity at the SOM to facilitate this rollout. Contractor’s training program for BuySpeed is built around a train-the-trainer program to maintain a permanent training infrastructure. This approach will build subject matter expertise among central agencies and within agencies that have large procurement organizations.

The Contractor team will work with the SOM to identify individuals to participate in the train-the-trainer program. These individuals may participate throughout the project as Core Team members, but that is not essential. It is vital that they have a firm grasp of system concepts and terminology, in addition to knowledge regarding the processes they will be teaching.

In recruiting instructors, agencies should attempt to identify personnel that have displayed the following skills:

- Public speaking
- Technological proficiency
- Quick learning
- Patience

Next, Contractor will work with the team to develop training materials to support an ongoing rollout. Each agency will be provided training course presentations covering standardized system functionality and statewide procurement practices. Project staff will then assist agency training personnel with adapting these presentations to meet agency-specific needs while continuing to stress the importance of standardization where possible.



## F. User, system, and acceptance testing

The Contractor is responsible for facilitating sessions with the State to develop a User Acceptance Testing (UAT) Plan that covers the breadth and depth of the functionality to be delivered.

The UAT Plan shall include:

1. Testing criteria to include a satisfactory Michigan Cyber Security vulnerability scan of all hosts operating logically or physically inside the SOM intranet and DMZ
2. Test case scenarios to include automated application volume / load / stress testing, a successful DR failover and recovery test, and testing to ensure recovery of transactions if needed SOM or 3<sup>rd</sup> party service/infrastructure is unavailable. (For example: Notifications should not be lost if the State's email system is temporarily unavailable or unreachable, the system should wait and recover/retry. Payments should not be lost if MAIN is temporarily unavailable or unreachable, the system should wait and recover/retry.)
3. Test data
4. Descriptions of the test environment
5. Staffing
6. Workflow
7. Defect identification and resolution process to be utilized during the quality assurance test regression testing procedures
8. The plan should identify any software tools to be used during testing
9. Outline of approach for partnering with the State to perform Quality Assurance Testing
10. The test plan must be compared to the requirements and design documents to ensure all requirements have been covered

### Deliverable(s)

After the BuySpeed software has been configured in accordance with the decisions made during application exploration, and any agreed-upon modifications have been implemented, **the SOM team will execute acceptance testing with the support of Contractor.** The acceptance test criteria will reflect the requirements review and the functional use document. Scenarios will be created in a Software Acceptance Checklist that will be used to document testing for each requirement/use case defined during the functionality review component of the project.

Testing will focus on assessing accomplishment of the following goals:

- Goal # 1 – Production Readiness - Confirm that the system, as specified, is ready to be used in the production environment. All of the other goals support this goal and are prerequisites for achieving it.
- Goal #2 – Validate delivery of the System Functionality Checklist and Modification Design Document requirements. Validate the Phase 2 - System Functionality Checklist and any approved Modification Design Document requirements have been delivered and the requirements met.
- Goal #3 – Validate Business Process Flow - Business process flow will be reviewed to determine if changes are required. By using the BuySpeed application during the testing cycle, users will become familiar with the business process flow within BuySpeed. The Core Team will then be able to compare this activity with their actual business processes, and identify missing processes and/or the need for modifications to their current procedures. This analysis should occur during the execution of each test script.
- Goal #4 – Test Configuration Setup - Configuration setup will be tested by the extensive use of the application. This will be an ongoing process until all test scripts are completed. Configuration changes may be necessary at any time during the testing cycle. If changes are made to the configuration, an assessment should be made to determine the need for retesting any affected scripts.
- Goal #5 – Application Familiarity - This goal provides the opportunity for the Core Team to learn more about the BuySpeed application. Throughout the testing cycle, users will be exposed to the application using real-life scenarios. The Software Acceptance test will emphasize utilizing the training already provided to the users, and may help identify areas where additional training is warranted.
- Goal #6 – Adequacy of Technical Environment – Testing will measure the security of the BuySpeed application and the hosted environment through coordination of vulnerability scans by the SOM. Stress testing



will also be conducted in order to ensure that the system is responsive to heavy loads. Finally, testing will also validate the readiness of disaster recovery plans.

Testing will be documented according to one of three outcomes: acceptance, acceptance with exceptions, and rejection.

- Acceptance means that the SOM team agrees the functionality works as per the requirements.
- Acceptance with exceptions denotes that the functionality works, but modifications are required to fully meet requirements.
- Rejection denotes that the test failed and that modifications are required to correct the defect.

**Contractor will work with the Core Team to identify procurement officers, contract managers, vendor administrators, and contract users to test the core functionality of BuySpeed.** Contractor will develop test scenarios using the business processes documented during Application Exploration so that the approach focuses on accomplishment of real-world activities, test with a focus on business outcomes, not just processing of data within the system.

**Once each testing component is completed, Contractor and the Core Team will make a “go/no-go decision” related to rollout and go-live.**

- A “go” decision means that all required elements have passed Acceptance Testing, and we are ready to move forward.
- In the case of a “no-go” decision, the team will document specific elements that must be addressed to move forward. If these elements relate to system functionality, modifications will be made and retesting will occur. If the elements relate to business processes or other issues outside of the BuySpeed system, an action plan will be developed.

## **G. Operation Services & Hosting**

### **1. Hosting Hardware & Services**

Contracting must provide all hardware, network infrastructure and hosting services necessary for successful implementation, hosting and all ongoing support of the solution as defined in this Contract.

#### **1) Hardware**

- a. The Contractor maintains responsibility for acquisition, maintenance and storage of all hardware components necessary for supporting the solution. Contractor ownership of hardware requires that the Contractor assume all responsibility for future upgrades, system replacement or the addition of processing power to satisfy demands for increased performance.
- b. The Contractor must monitor systems, conduct all back-ups and carry out scheduled and unscheduled system maintenance tasks.
- c. Uptime requirements for the system are specified in Attachment 13.
- d. The proposed solution was architected with the goal of supporting initial usage requirements and allowing for the addition of resources without impact to the overall solution. In the event the SOM requests a scope change or introduces new business requirements not captured in the RFP, or the resulting Contract, Contractor will work with SOM to scope and estimate the cost for supporting changes. A proposed change order will be presented for review and acceptance.

#### **2) Facilities**

- a. The Contractor must provide the facilities that will physically house all applications and content identified above.
- b. The physical/geographic location of the active hosting center and all related services must be based in the continental United States of America.
- c. Contractors must demonstrate that the physical location will not have a negative effect on system performance.

#### **3) Lansing Metropolitan Area Network (LMAN) Connection**



## Deliverable(s)

1&2: Contractor will use virtual servers that will be hosted in a primary processing site, and an alternate site meeting requirements of geographic separation and distance..

- a. All equipment housed in the two datacenters are under the full control and ownership of (or lease by) Periscope's hosting contractor. As a hosting datacenter, the hosting contractor's primary facility assumes all responsibility for future upgrades, system replacements, or increased processing power in order to satisfy present and future performance needs by SOM eProcurement.
  - b. The hosting contractor's primary datacenter hosts multiple FISMA-compliant computing systems and will provide the same infrastructure to SOM eProcurement including continuous system monitoring and complete backup support. The hosting contractor performs all scheduled and unscheduled system maintenance tasks for infrastructure and hosted customer systems.
  - c. The hosting contractor's alternate datacenter hosts multiple FISMA-compliant computing systems and will provide the same infrastructure to SOM eProcurement including continuous system monitoring and complete backup support. The hosting contractor performs all scheduled and unscheduled system maintenance tasks for infrastructure and hosted customer systems.
3. All connections established between the Lansing Metropolitan Area Network (LMAN) and Contractor facilities will be designed to:
- a. Meet all Contract requirements:
    - i. Maintain FIPS 140-2 encryption to ensure security and confidentiality of all content transmitted in either direction
    - ii. Provide full end-to-end redundancy between the hosting contractor's facilities and LMAN through reliance on the flexibility inherent in virtual connections and the provisioning of multiple connections where virtual connections cannot provide such assurance.
  - b. The proposed solution will provide a reliable, optimal connection to the State's LMAN.
  - c. The hosting contractor supports a three-tiered construct of proxy, DMZ and VLAN.
  - d. All connections will be established with the DMZ for the SOM's internal networks.
  - e. Contractor will work with the SOM's designated communications professionals to ensure that any dedicated communication services are correctly configured within the SOM's DMZ without any compromise to security requirements.

## 2. Hosting and Security Environment

Hosting and Security Environment is detailed in **Attachment 8**.

### Infrastructure Implementation

The Contractor will perform all tasks necessary to establish the technical infrastructure required to implement and maintain the contracted solution. The technical infrastructure will meet the SOM COBIT/SAS 70 standards detailed in Section 1.103 Environment.

### 3. Technical Architecture Description

Contractor-provided solution will be in accordance with **Attachment 11**, the [Technical Architecture Description](#).

### 4. Sizing of the Application

Contractor must be able to grow and scale the system quickly to effectively accommodate unexpected traffic bursts. Contractor will size the infrastructure at a utilization level of 50 - 70 percent server and network utilization. The Contractor must ensure that the number of "hops" encountered when a user initiates a query against the system is kept to a minimum to ensure the highest possible system responsiveness. System latency will be detailed in the actual SLA.

Parameters are as follows:

- a. Production system response time less than 3 seconds maximum.
- b. Historical Data storage for 7 years based on the Statute of Limitations, and State record and retention schedules.



- c. The eProcurement production system will provide for availability 7x24x365 with 99.5% percent uptime in a year for both network and application availability excluding agreed upon scheduled maintenance and downtime. During Business Hours, the expected up time is 99.9999%.
- d. Development and test environments need to be available Monday through Friday 7:00 am to 6:00 PM EST, excluding State Holidays.
- e. Majority of the State system usage will be Monday through Friday 7:00 AM to 6:00 PM EST, however during various times of the year there can be usage 24 hours of the day.

### **Deliverable(s)**

#### Architecture characteristics:

- a. System architecture will provide full redundancy and failover support at the network, data and server levels.
- b. Each server will be deployed as a node within a server cluster.
- c. Web, application, business intelligence/reporting, utility and database servers will be provided.
- d. Clusters will be configured to act as a single overall unit providing for failure and recovery of nodes within it without loss of performance or data.

## **5. Environments**

### **Development Environment:**

#### Requirements

- The Development infrastructure will be utilized to allow development and unit testing of all source code.
- The environment will also allow automated unit testing to be run on a scheduled basis to make sure no defects are found in changed objects.
- Contractor is required to maintain a separate Development environment for production support releases.
  - This environment will be utilized for bug fixes and other enhancements required by the State that are not initially part of a planned Phase.
- The Contractor will be limited to two Development environments (one for application development and one for testing).

### **Deliverable(s)**

- Contractor will provide separate environments dedicated to development/testing (unit and integration), UAT/training and production.
- BuySpeed is a COTS product with a standard release cycle. With every release of the software, there are a suite of unit tests that are manually and automatically executed during the quality assurance process.
- Mock servers will be used to fully test the software against requirements, and to complete unit and quality assurance testing interface solutions before deployment.
- The Development environment will be utilized to test software changes, bug fixes, and releases before migrating to the Test environment.
- The Development environment will be configured to execute automated test suites using technologies such as JUnit and Selenium currently done during the software release cycle.
- The Development environment will be similar to Production but on a smaller scale.
- The Development and Test environments will share resources where feasible to minimize the cost and overhead of two independent environments.
- The Development environment will include dedicated servers where necessary to isolate it from Test to be COBIT compliant.

### **Testing Environment:**

#### Requirements

- The Testing environment will be designed to allow the eProcurement System to integrate all of its components and test that the components work correctly.



- The Testing environment will be used by the eProcurement Testing Team to verify that the eProcurement System works according to requirements and that the integrated components work together correctly.
- The Testing environment will allow for quality assurance testing as well as any conversion testing required.
- The environment will be available only for the eProcurement Testing Team.
- Software and configuration migrations to the test environment will be performed by technical administrative staff whose duties are separate and distinct from system developers in a manner consistent with COBIT compliance.

**Deliverable(s)**

- Resources for the two environments will be shared where feasible, within the constraints of COBIT compliance.
- Contractor will maintain system and deployment configuration documentation which will be utilized by technical administrative (non-development) staff to perform the necessary software and configuration migrations. The process of system configuration is fully documented and will be confirmed with SOM during and throughout the Contract.
- Contractor will use mock server objects to test integration solutions during development, to ease the transition from Development to Test and decrease the time required to perform integration testing.
- The Test environment will accommodate and allow for the testing of data import and conversion processes.
- BuySpeed will provide a BuySpeed Agent feature that registers and manages processes created to work with BuySpeed.
- Processes created for the State will be accessible for testing in this environment.
- The Test environment will be restricted to those individuals that are classified as members of the eProcurement Testing Team

**Production Environment:**

Requirements

- The Production Environment is for internal, and public users.
- The eProcurement System will have high availability 7x24x365 with 99.5% percent uptime in a year for both network and application availability.
- Majority of the State system usage will be Monday through Friday 7:00 AM to 6:00 PM EST, however during various times of the year there can be usage 24 hours of the day.
- Software and configuration migrations to the production environment will be performed by technical administrative staff whose duties are separate and distinct from system developers in a manner consistent with COBIT compliance and according to the method practiced in the migration from development to test.
- State technical administration staff will need administrative access to these systems.
- At no time shall any developers have administrative access to test or production environments. Vendors and Suppliers will be using the system 24/7/365.

**Deliverable(s)**

- Contractor will meet and/or exceeding the 99.5% uptime expectation.
- The system architecture will provide full redundancy and failover support at the network, data and server levels.
- Each server will be deployed as a node within a server cluster. This includes the web, application, business intelligence/reporting, utility and database servers.
- Contractor will maintain system and deployment configuration documentation utilized by technical administrative (non-development) staff to perform software and configuration migrations mirroring the promotion process from Development to Test.
- As with the migration from Development to Test, system configurations will be fully documented and confirmed with SOM during and throughout the Contract.
- The Production environment will be externally exposed for access on the Internet.
- To encrypt and protect data in-transit, TLS/SSL will be utilized.



- The environment and servers themselves will be hardened to protect against malicious behavior and intrusion attempts via Citrix IDS/IPS, multiple Microsoft Firewall layers, Windows-enforced FIPS 140-2 compliant encryption, and quarterly scanning of all production servers for vulnerabilities.

## H. Maintenance and Support

### 1. Maintenance and On-Going Support of Infrastructure and Associated Software

Contractor must provide all maintenance and support services necessary for successful implementation, hosting and ongoing operations of this Contract.

#### Deliverable(s)

#### A. Maintenance and support includes:

- 1) Any issues with the application that are identified will be resolved in accordance with their priority as defined in the SLAs.
- 2) Contractor will maintain appropriate documentation regarding maintenance issues associated with hardware and software components of the State's environment.
- 3) A help desk system will be utilized for initiating remote technical support. Help desk parameters are defined in Attachment 5, Technical Requirements.
- 4) Contractor establishes and maintains hardware maintenance schedules for all infrastructure components including servers, storage devices, communications hardware and power conditioning devices.
- 5) Contractor will work with the State and its partners to identify an annual technology plan. The plan will identify, at a minimum, current technology status as well as proposed changes, estimated costs, risks and advantages of those changes.

#### Deliverable(s)

#### B. Updates

- 1) All Updates to software and hardware are scheduled in advance and, except for emergency maintenance to restore service, is performed during off-peak hours with customer approval.
  - a. As part of the predefined Change Management process, all changes will include for review:
    - i. Reason for update
    - ii. Plan to ensure recoverability (generally, backing up a copy of the system prior to change if no internal roll back is feasible)
    - iii. Predefined test plan and expected results when applying the changes to each instance
    - iv. The rollback methodology if errors or problems are encountered
    - v. Verification procedures to demonstrate success of update and isolation of impact (regression testing)
    - vi. Proposed update schedule
    - vii. List of recipients for change management notification
- 2) The Contractor must update the software and hardware as necessary to maintain performance and solution requirements of the delivered system. (See Attachment 13 - [Service Level Requirements](#))
  - a. Contractor will meet or exceed SLA requirements (Attachment 13) and will update software and hardware as required to ensure the highest standards and service delivery.
  - b. Contractor will perform internal quality assurance testing prior to rolling out any changes using BuySpeed software.
  - c. SOM will be given advance notice for all but emergency patches which are required to preserve the security and integrity of the system (and delaying the implementation could adversely affect the security or operations of the system).
  - d. Contractor will provide SOM's designated contacts thirty (30) days advance notice for software patches and service packs, and six (6) months' notice for major operating system updates.



## Deliverable(s)

### C. Tracking

- 1) Contractor must provide: Processes for reporting & tracking problems; applying software maintenance updates & bug fixes; and receiving, estimating and scheduling of State-requested upgrades and application modifications.
  - a. Contractor will utilize help desk software to capture and track issues. Access will be provided to authorized users so they can log and monitor issues as well.
  - b. Contractor will maintain processes to manage service packs and hotfixes to address issues identified between software releases. Contractor uses installation procedures to manage and ensure successful deployments.
  - c. The State will have access to Contractor's help desk software to enter enhancement requests against the application. Contractor team will utilize consistent estimation processes for services and software modifications. Enhancements will be reviewed and estimated before entering the product queue.
  - d. Software upgrades will be managed through the Change Management process as will all system changes to ensure procedural compliance.

## Deliverable(s)

### D. Activity Reports

- 1) The Contractor must will maintain a record of, and provide electronic access to, an archive of all past monthly maintenance activity reports.

## II. Summary of Requirements Generally

### A. Technical/System Requirements

1. Technical Requirements are provided in Attachments 5, 6, 8 10,11,12 & 13
2. Failover
  - a. **A Failover Strategy Document is included as Attachment 10**, which includes at a minimum:
    1. Description of how the proposed solution will ensure minimal losses to normal operations even in the event of a disaster.
    - ii. The strategy to recover to a known good state & resume after a site-loss disaster.
    - iii. The strategy to maintain system availability in the event of the loss of one or more system components
    - iv. The ability to recover on-line transactions from the last back-up in a non-site-loss disaster
    - v. An annual demonstration of the ability to recover full functionality to another site.
    - vi. Off-site transport of system and database back-ups.
  - b. Additional Failover specifications are identified in Technical Requirements – **Attachment 5**.
  - c. Upon disaster declaration, the Recovery Point Objective (RPO) will be no more than 24 hours; the Recovery Time Objective (RTO) will be no more than 72 hours.
  - d. The disaster recovery environment will only serve as a temporary stop gap solution until restoration of the primary production site. All technical/performance SLAs tied to the production environment will be suspended until restoration of the primary site.

### B. Functional Requirements

Attachment 7: Functional Requirements Document and Exhibits A-D

### C. Workflows

Workflow requirements are included in the Contract and Functional requirements Attachment 7.

### D. Service Level Requirements

Attachment 13 - [Service Level Requirements](#).



**1.2 Roles and Responsibilities**

**1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

In discharging its obligations under this Contract, Contractor has provided the named Key Personnel and associated roles with the minimum level of dedicated time to the project as outlined below.

A project organizational chart is also included as **Attachment 2** including prime contractor staff, subcontractor staff, and anticipated State staff.

Role	Description of Role	Key Personnel Assigned	Key Personnel Dedicated %
<b>Single Point of Contact</b>	<ul style="list-style-type: none"> <li>--Participate and attend meeting of the Executive Steering Committee if requested.</li> <li>--Monitor overall project activities.</li> <li>--Provide executive guidance and action where needed.</li> <li>--Serve as an escalation point for the SOM project management team.</li> <li>--Assist in combining the proven statewide eProcurement implementation framework and the SOM project methodology.</li> <li>--Participate in the marketing of the new system to SOM local governments and political subdivisions.</li> <li>--Provide subject matter expertise on public sector procurement and accounting when needed.</li> </ul>	<b>Chris Kennedy</b>	<b>20%</b>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>--Coordinate and oversee the day-to-day project activities of the Contractor project team.</li> <li>--Work and coordinate with the State PM on project management activities, such as jointly lead decision-making activities.</li> <li>--Finalize all milestones and deliverables in the project plan as the project progresses.</li> <li>--Manage project issues, project risks, and other concerns (escalate if needed).</li> <li>--Create documentation and standards plan.</li> <li>--Create, produce and deliver the Project Status Report(s) on on-going basis.</li> <li>--Employ established team communication protocols.</li> <li>--Update the project plan and schedule, as needed.</li> <li>--Arrange for Contractor team facilities, as needed.</li> <li>--Coordinate Contractor resources for the eProcurement project.</li> <li>--Serve as the point person for all project issues.</li> <li>--Assess and report project feedback and status.</li> <li>--Proactively propose/suggest options and alternatives for consideration.</li> <li>--Utilize change control procedures.</li> <li>--Prepare, develop, and deliver project documents, materials, deliverables, schedules, WBS, and any assigned tasks in accordance with project schedule.</li> <li>Identify, define, and resource the necessary tasks for implementation of the eProcurement system working with the State PM.</li> <li>--Document and archive all important project decisions.</li> <li>--Submit, adjust and seek approval of deliverables in accordance with timings detailed in the project schedule.</li> <li>--Ensure project adherence to State's SUITE methodologies (PMM and SEM).</li> <li>--Establish Electronic Project Library for project documents/deliverables repository and version control.</li> <li>--Monitoring and reporting on both the State's and Contractor</li> </ul>	<b>David Tharp</b>	<b>100%</b>



	Team's performance of its participation and support responsibilities		
<b>Technical Lead</b>	<ul style="list-style-type: none"> <li>--Manage product development functional and technology roadmap for BuySpeed (COTS solution proposed for the SOM).</li> <li>--Coordinate product enhancements for BuySpeed, balancing the needs/requirements of the contract with the SOM, previously committed development items, and regulatory/statutory requirements for BuySpeed</li> <li>--Overall responsibility for software development, technology and quality assurance (Testing) teams</li> <li>--Overall responsibility for BuySpeed technical architecture and roadmap</li> <li>--Responsible for managing relationship with the infrastructure and hosting provider in this contract, IT-CNP</li> </ul>	<b>Greg Flores</b>	<b>25%</b>
<b>Technical Lead (Secondary)</b>	<ul style="list-style-type: none"> <li>--Direct management responsibility for software development team</li> <li>--Direct management responsibility for software architecture team</li> <li>--Participate (at the detailed level) in managing the relationship with the infrastructure and hosting provider</li> <li>--Direct management of the specific tools and methodologies used for interfaces and conversions</li> </ul>	<b>Michael Lepine</b>	<b>25%</b>
<b>Trainer</b>	<ul style="list-style-type: none"> <li>--Lead core team members in an in-depth orientation to familiarize the core project team with baseline functionality of BuySpeed.</li> <li>--Coordinate End User Training as part of System "Go Live". This includes scheduling of end-user training sessions, reserving facilities and scheduling web sessions, communicating to affected groups/users, registration, and production of materials. Our end-user training model is "train-the-trainer".</li> <li>--Coordinate Computer-Based Training (CBT) and online training resources. (During the project planning phase the Contractor team will work closely with the SOM to define the level of computer based training required).</li> <li>--Coordinate Vendor Training and Support. During the project planning phase the trainer/project team will work closely with the SOM to define the level vendor outreach and support.</li> </ul>	<b>Eric Jacobsen</b>	<b>100%</b>
<b>Configuration Lead</b>	<ul style="list-style-type: none"> <li>--Provide detailed explanation on the functionality of BuySpeed.</li> <li>--Provide subject matter expertise on how BuySpeed configurations are manipulated and completed to achieve the desired SOM business practice at the agency level. Instantiate finalized design of the interface and conversion requirements in BuySpeed.</li> <li>--Participate in the functional and technical testing phases prior to SOM "go live".</li> </ul>	<b>Eric Jacobsen</b>	<b>100%</b>
<b>Business Analyst</b>	<ul style="list-style-type: none"> <li>--Provide detailed explanation on the functionality of BuySpeed.</li> <li>--Provide detailed explanation on the Contractor/BuySpeed "best practices" leveraged at other Contractor/BuySpeed clients.</li> <li>--Gain expert-level knowledge of the current "as is" SOM business processes for sourcing and procurement.</li> <li>--Lead design sessions to determine "to be" SOM business processes for sourcing and procurement, keeping in mind the BuySpeed capabilities.</li> <li>--Lead design sessions to determine the interface and conversion "final" designs</li> <li>--Participate in the functional and technical testing phases prior to SOM "go live".</li> </ul>	<b>Eric Jacobsen</b>	<b>100%</b>



**1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

The State will utilize a core team concept, having a team in place that is dedicated to eProcurement and responsible for bringing in other members when necessary. The eProcurement Project has an overall project manager and an Implementation Project Manager who will be working with the Contractor’s project manager(s) to oversee the entire project, including integration management, scope management, cost/budget management, schedule/time management, risk/issue management, quality management, HR management, communications management, and procurement management.

<b>Role</b>	<b>Agency &amp; Description</b>	<b>Key Personnel Assigned</b>
Overall Procurement Project Manager & Bid4Michigan Transition Lead	DTMB-PO - Overall Lead for Procurement SOM, locals, schools and other partners	Christine Mitchell
Implementation Project Manager	DTMB – IT Project Management Office	Vic Mankowski
Project Lead	DTMB Financial Services Lead through development, Implementation and Training	Natalie Spaniolo
Project Lead	Treasury Lead through development, Implementation and Training	Tom Falik
Project Lead	DNR Lead through development, Implementation and Training	Sharon Maynard
Project Lead	DHS Lead through development, Implementation and Training	Christine Sanches
IT – Business Lead	DTMB – IT Agency Services - Overall Lead for SOM IT related items, including interface concerns with the State Budget Office - MAIN	Lisa Evani
Security Technical Lead	DTMB – IT Michigan Cyber Security	TBD
System Architect	DTMB – IT Enterprise Architecture	TBD
Agency Services Representatives	Will coordinate any input required from additional DTMB-IT areas	TBD
iTRAC Transition Lead	DTMB-Financial Services iTRAC Project Lead and Trainer	Shelley Warstler
MAIN Transition Leads (2-3)	State Budget Office ADPICS Project Lead and Trainers	Nandita Jain, Marge Fuller, and Jill Bronkan
Business Analysts	Contractor for DTMB – IT Agency Services Overall lead for MAIN integration Coordination and project management consultation.	Sharmilla Patke
Technical Analysts		Assigned as required
Subject Matter Experts	Procurement and accounting agency experts	LeAnn Droste, LARA; Kristi Broessel, DCH; Carla Wintz, DEQ; with others assigned as required

<b>Executive Sponsors</b>	<b>Agency &amp; Description</b>
Jeff Brownlee	DTMB-PO – Executive Sponsor for Procurement SOM, locals, schools and other partners
Michael Moody	DTMB – Budget - Executive Sponsor
Lora Mikula	DTMB – Budget - Executive Sponsor delegate
Lynn Draschil	DTMB – IT - Executive Sponsor



## 1.203 OTHER ROLES AND RESPONSIBILITIES

### Implementation Project Manager

Vic Mankowski

Department of Technology, Management and Budget

IT Agency Services

Romney Building, 8th Floor

Lansing, MI 48909

Email MankowskiV@michigan.gov

Phone 517 241-8636

## 1.3 Project Plan

### 1.300 Project Work Plan Development & Approval

#### Deliverable(s)

Contractor team will develop the final project plan as follows:

#### A. Initiation and Planning (Project Planning) Phase

##### 1. Communication Protocols

During the Project Planning phase, the Project/Contractor team communication protocols. Communication will include setting expectations at all levels, and will be accomplished through the use of varying types of media (plans, schedule, meetings, etc.). Project working relationships will also be defined and established at this phase.

##### 2. Project kick-off meeting

The project kick-off meeting **will be held November 8, 2012**. At a minimum, Contractor key personnel and SOM Core Team should be in attendance to participate in the Kick-Off meeting to begin the process of building strong working relationships between the State and the Contractor team.

Kick-Off Meeting Agenda items to be covered:

- Introductions
- Background/Overview of the Project
- Project Deliverables/Timeline
- Project Organization/Roles/Expectations
- Project Communications
- Upcoming Events needing State involvement
- Issues and Challenges
- Wrap-Up and Q&A

##### 3. Project Plan Creation, Work Breakdown Structure (WBS) and Project Schedule

During the Initiation and Project Planning phase, the **Contractor PM will work closely with the State PM to review, update and finalize the Project Plan (and appropriate sub-plans)**.

- The SOM will review these documents and provide feedback for discussion and alignment between the Contractor and the State team.
- The SOM and Contractor PMs will work together to finalize all milestones and deliverables in the preliminary project plan.
- **The final project plan will be delivered within the first ten (10) business days after the contract start.**
- The Work Breakdown Structure will undergo updates and critical reviews by the State and Contractor PMs throughout the duration of the project.
- **Within fourteen (14) days after the start of the contract** the Contractor and State PMs will agree to the appropriate set of periodic reports, their formats and frequency, which will be created by the Contractor PM throughout the life of the eProcurement System project.



- **Within thirty (30) days after the start of the eProcurement System contract**, the Contractor and State PMs will identify and define the appropriate set of recurring meetings to be held throughout the life of the project, including identifying the appropriate resources to participate in these meetings from both the State and the Contractor teams. The set of required meetings is likely to change over the life of the project.

The final project plan must reflect the task lists identified in each section of the Contract.

Contract sections outlining State requirements and/or expectations to be addressed in the project plan include, but are not limited to:

- All Work & Deliverables included in Section 1.104; and
- All included Contract attachments

Any subsequent changes to scope, schedule or budget must follow a change management process, and they must be agreed upon and communicated to the State of Michigan's Overall PM in writing explaining the reason for the change and the impact on scope, schedule, and/or budget.

#### 4. Setting Resource Expectations

During Initiation and Planning the Contractor and SOM PMs will work together to identify specific individuals needed (in addition to the specific Executive SMEs named in the RFP and Contract) and confirm the expectations of those individuals.

### B. Project Status Report and Project Schedule

- Both the Project Status Report and the project schedule will be updated weekly by the Contractor PM and sent to the State PM.
- A status meeting will be scheduled bi-weekly between the PMs to review these documents as well as overall project health.
  - Through this joint meeting review, the PMs will both "look back" as well as "look ahead" – what progress has been made and what is planned for the future.

### C. Day-to-Day Project Management Activities

The combined Contractor/SOM team will follow the PMM formal project management practices and SEM practices and procedures on the eProcurement System project.

- The SOM's Unified Information Technology Environment (SUITE) methodology (including standards, forms and templates for project management and systems engineering) will be utilized throughout the life of the eProcurement System project as supplemented by approved Contractor methodology and tools.

The Contractor PM will manage the Contractor team in completing the services and deliverables associated with the eProcurement System project.

Contractor PM activities, tasks, duties and responsibilities include at a minimum:

- Coordinate and oversee the day-to-day project activities of the Contractor project team.
- Work and coordinate with the State PMs on project management activities, such as jointly- led decision-making activities,
- Finalize all milestones and deliverables in the project plan as the project progresses,
- Manage project issues, project risks, and other concerns (escalate if needed).
- Create documentation and standards plan.
- Create, produce and deliver the Project Status Report(s) on on-going basis.
- Employ established team communication protocols.
- Update the project plan and schedule, as needed.
- Arrange for Contractor team facilities, as needed.
- Coordinate Contractor resources for the eProcurement project.
- Serve as the point person for all project issues.
- Assess and report project feedback and status.
- Proactively propose/suggest options and alternatives for consideration.



- Utilize change control procedures.
- Prepare, develop, and deliver project documents, materials, deliverables, schedules, WBS, and any assigned tasks in accordance with project schedule.
- Identify, define, and resource the necessary tasks for implementation of the eProcurement system working with the State PM.
- Document and archive all important project decisions.
- Submit, adjust and seek approval of deliverables in accordance with timings detailed in the project schedule.
- Ensure project adherence to State’s SUITE methodologies (PMM and SEM).
- Establish Electronic Project Library for project documents/deliverables repository and version control.
- Monitoring and reporting on both the State’s and Contractor Team’s performance of its participation and support responsibilities.

**D. State & Contractor Roles**

Below is the overall mapping of roles to responsibilities for both SOM and Contractor resources:

Responsible Role	Responsibilities
	<b>State Responsibility</b>
State Project Manager	<ul style="list-style-type: none"> <li>▪ Arrange for SOM facilities, as needed</li> <li>▪ Coordinate SOM resources for the project</li> <li>▪ Facilitate communication between different SOM Departments/Agencies</li> <li>▪ Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements</li> <li>▪ Resolve project issues in a timely manner, escalate if needed</li> <li>▪ Provide acceptance and signoff of deliverables/milestones</li> <li>▪ Utilize change control procedures</li> <li>▪ Make key decisions needed by the project</li> </ul>
	<b>Compuware Responsibility</b>
Compuware Project Manager	<ul style="list-style-type: none"> <li>▪ Arrange for Periscope-Compuware team facilities, as needed</li> <li>▪ Coordinate Periscope-Compuware resources for the project</li> </ul>
	<ul style="list-style-type: none"> <li>▪ Establish team communication protocols</li> <li>▪ Develop the project plan and schedule, and update as needed</li> <li>▪ Serve as the point person for all project issues</li> <li>▪ Coordinate and oversee the day-to-day project activities of the project team</li> <li>▪ Assess and report project feedback and status</li> <li>▪ Manage project issues, project risks, and other concerns (escalate if needed)</li> <li>▪ Document and archive all important project decisions</li> <li>▪ Proactively propose/suggest options and alternatives for consideration</li> <li>▪ Utilize change control procedures</li> <li>▪ Prepare project documents and materials</li> </ul>

Additional SOM Implementation PM responsibilities:

- Approve all vendor deliverables.
- Approve all vendor invoices.

**E. Project Plan Management**

Project plan management activities to be completed for the project using automated project management tools include, but are not limited to:

- Project documentation
- Software Update Processes/Procedures (COBIT compliance)
- End user testing plan / approach
- Deliverable development, quality control and versioning
- Organizational Change Management – acceptance and adoption



F. Infrastructure Implementation

The project plan will detail the tasks required to establish the technical infrastructure that is specified in Section 1.104 and all associated Contract attachments.

**1.301 PROJECT PLAN MANAGEMENT**

The final project plan must reflect the tasks lists identified in each section of the Contract. Any changes to scope, schedule or budget must follow a change management process, and they must be agreed upon and communicated to the State of Michigan’s PM in writing explaining the reason for the change and the impact on scope, schedule, and/or budget.

**Deliverables**

Contractor PM will manage the eProcurement System project according to the State’s SUITE Project Management Methodology (PMM), along with employing IT industry best practices, as well as PMBOK, to deliver the eProcurement solution via a structured delivery and implementation framework.

A. Project Management Approach

The Project Management approach includes the following associated sub plans:

- Work Breakdown Structure
- Resource Plan
- Risk Management Plan
- Quality Management Plan
- Communication Management Plan
- Change Management Plan
- Issue Management Plan

The Contractor team will utilize and follow the State’s SUITE methodology including all PMM and SEM templates to provide detailed documentation and information regarding the BuySpeed eProcurement solution.

The Contractor Team will create and deliver the following deliverables by project phase:

<b>Deliverables:</b>
<b>Project Planning</b>
• Project Plan – PMM-03
• WBS (PMM-04) / Project Schedule
• Security Plan and Assessment (DIT-0170) - Initial
• Maintenance Plan (SEM-0301) – Initial
• Software Configuration Management Plan (SEM-0302) – Initial
• Structured Walkthroughs and Signoffs on Planning Deliverables (SEM-0187 & SEM-0189)
<b>Requirements Analysis &amp; Confirmation</b>
• Requirements Specification (SEM-0402) - Initial
• Requirements Traceability Matrix RTM (SEM-0401) – Initial
• Structured Walkthroughs and Signoffs on all Requirements Deliverables (SEM-0187 & SEM-0189)



<b>Functional Design</b>
<ul style="list-style-type: none"> <li>• Functional Design (SEM-0501)</li> </ul>
<ul style="list-style-type: none"> <li>• Requirements Specification (SEM-0402) - Final</li> </ul>
<ul style="list-style-type: none"> <li>• Structured Walkthroughs and Signoffs on all Functional Design Deliverables (SEM-0187 &amp; SEM-0189)</li> </ul>
<b>System Design</b>
<ul style="list-style-type: none"> <li>• Software Configuration Management Plan (SEM-0302) - Final</li> </ul>
<ul style="list-style-type: none"> <li>• Conversion Plan (SEM-0601) - Initial</li> </ul>
<ul style="list-style-type: none"> <li>• Test Plan (SEM-0602) – Initial</li> </ul>
<ul style="list-style-type: none"> <li>• Test Type Approach &amp; Reports (SEM-0603) – Initial (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• System Design Document (SEM-0604)</li> </ul>
<ul style="list-style-type: none"> <li>• Test Cases (SEM-0606) – Initial (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• Updated documentation including Project Plan and RTM</li> </ul>
<ul style="list-style-type: none"> <li>• Structured Walkthroughs and Signoffs on all System Design Deliverables (SEM-0187 &amp; SEM-0189)</li> </ul>
<b>Configuration / Customization</b>
<ul style="list-style-type: none"> <li>• Test Plan (SEM-0602) – Final</li> </ul>
<ul style="list-style-type: none"> <li>• Transition Plan (SEM-0701) – Initial</li> </ul>
<ul style="list-style-type: none"> <li>• Installation Plan (SEM-0702) – Initial</li> </ul>
<ul style="list-style-type: none"> <li>• Training Plan (SEM-0703) – Initial</li> </ul>
<ul style="list-style-type: none"> <li>• Updated Test Type Approach &amp; Reports (SEM-0603) – (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• Updated Test Cases (SEM-0606) – (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• Updated documentation including Project Plan and RTM</li> </ul>
<ul style="list-style-type: none"> <li>• Configured / Customized software including interfaces</li> </ul>
<ul style="list-style-type: none"> <li>• Structured Walkthroughs and Signoffs on Configuration/Customization Deliverables (SEM-0187 &amp; SEM-0189)</li> </ul>
<b>Testing</b>
<ul style="list-style-type: none"> <li>• Requirements Traceability Matrix RTM (SEM-0401) – Final</li> </ul>
<ul style="list-style-type: none"> <li>• Installation Plan (SEM-0702) – Final</li> </ul>
<ul style="list-style-type: none"> <li>• Test Type Approach &amp; Reports (SEM-0603) – Final (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• Test Cases (SEM-0606) – Final (Multiple)</li> </ul>
<ul style="list-style-type: none"> <li>• Implementation of Test Environment &amp; Tools</li> </ul>



## B. Documentation of Management and System requirements

Functional and Interface Design Documents, will be used to guide configuration and usage of BuySpeed throughout the project. These documents will be based upon initial system overview and business process documentation, configuration decision matrices, and standard interface scenario profiles resulting from the Application Exploration activity during Requirements Analysis & Confirmation.

Deliverables for this activity are laid out in Section 1.104, I – C.

## C. Software Update Processes/Procedures (COBIT compliance)

Contractor will provide application maintenance and support to the State as follows:

- Contractor Product Development Team works closely with the Support Team to identify and target product enhancements and defect resolution. All requests for enhancements and defect resolution are first entered into the online support portal.
- The Product Development Team will document the request in detail and determine the priority, cost, and appropriate release schedule.
- Once an item is scheduled for development, Product Development will analyze and design the requested change. Product Development will also supplement the functional design with data flow diagrams, form prototypes, and data dictionary updates as required.
- Once the design document has been reviewed and signed off by the Contractor's Senior Product Manager, the modification will be bundled with other targeted modifications that will be delivered either as a quarterly maintenance release or the annual major product release. All software releases are managed within the Product Development Team and assigned a Product Manager for the release.
- Contractor Development Team will then make assignments and prepare any necessary technical documentation to facilitate implementation of the request.
- Contractor technical staff will work closely with the assigned Product Manager for clarification and any required issue resolution that could occur during the development process.
- During the development process, developers must develop and perform unit testing internally, before committing the changes. In addition, developers will provide any technical support documentation needed for configuration, setup, and/or support of the new feature.
- Contractor Product Development Manager will then request that the release be versioned (tagged), built, and deployed for functional and system testing.
- Contractor Product Manager will then generate a release test plan that is provided to the Quality Assurance team for execution. Once development has been completed, the release is then transitioned to the Contractor Quality Assurance Team.
- After deploying the release, the Quality Assurance team will complete a cyclical quality assurance, interweaving focused testing of issues with automated regression testing scripts for functional and system testing. All BuySpeed release test plans incorporate this approach at a minimum. The Product Manager can also request additional testing that looks for security and/or scalability weaknesses. The code base is 'frozen' at this point allowing for corrections to issues discovered during testing. The code base is versioned (tagged) and a new build is deployed where the test cycle is re-executed again.
- During this testing period user documentation and release notes will also be generated and updated to ensure they are synchronized with the release.
- Upon successful completion of the test cycle, the Product Manager will review test results, release notes, product documentation and determine if the release is to proceed forward for distribution. The code base is then branched and versioned appropriately and prepped for deployment.
- Completion of the software distribution process results in the generation of an automated installer that will put the new release in place and make any database changes necessary.
- Contractor will then notify the State and other BuySpeed clients of the general availability of the latest release.
- Contractor will offer web based sessions that go over the modifications and provide the opportunity for the SOM to view the changes before requesting the release.
- If the SOM decides to move forward with the release, we must indicate our readiness to receive the upgrade and make arrangements using the Change Management process.



- Contractor will work with the State contact and hosting partner to first put the release down into the test and development environments for acceptance testing.
- Contractor will work with the State and go over all release documentation in detail and solicit sign off before promotion to production.

#### D. End User Testing Plan, Approach and Management

The Contractor will draft an initial Test Type Approach & Report (SEM-0603) during the SEM System Design phase that will specifically address the approach to and management of end user / user acceptance testing of the BuySpeed eProcurement solution. The end user/user acceptance test type approach and report (SEM-0603) document will be updated during the Configuration and Customization phase, and will be finalized during the Testing Phase of the project.

A summary of the Contractor Team's approach and management of end user/user acceptance testing is as follows:

- After the BuySpeed software has been configured in accordance with the decisions made during application exploration, and any agreed-upon modifications have been implemented, the State team will execute acceptance testing with the support of Contractor. The acceptance test criteria will reflect the requirements review and the functional use document. Scenarios will be created in a Software Acceptance Checklist that will be used to document testing for each requirement.
- Testing will be documented with one of three outcomes: acceptance, acceptance with exceptions, and rejection.
  - Acceptance means that the State team agrees the functionality works as per the requirements.
  - Acceptance with exceptions denotes that the functionality works, but modifications are required to fully meet requirements and those modifications must be completed prior to final project signoff (but they will not delay acceptance and a decision to move forward).
  - Rejection denotes that the test failed and that modifications are required to correct the defect.
- Contractor will work with the Core Team to identify procurement officers, contract managers, vendor administrators, and contract users to test the core functionality of BuySpeed. Contractor will develop test scenarios using the business processes documented during Application Exploration so that the approach focuses on accomplishment of real-world activities, not just processing of data within the system, to test with a focus on business outcomes.
- Once each testing component is completed, Contractor and the Core Team will make a "go/no-go decision" related to rollout and go-live.
  - A "go" decision means that all required elements have passed Acceptance Testing, and we are ready to move forward.
  - In the case of a "no-go" decision, the team will document specific elements that must be addressed to move forward. If these elements relate to system functionality, modifications will be made and retesting will occur. If the elements relate to business processes or other issues outside of the BuySpeed system, an action plan will be developed.

#### E. Deliverable Development, Quality Control and Versioning

Contractor team will utilize a deliverable development process that includes at a minimum:

- Complete list of project deliverables for the eProcurement System project by milestone/phase
- Acceptance Criteria for all Deliverables, including document, software and services deliverables
- Final Acceptance Criteria for the project
- Internal Quality Control Monitoring Processes for Deliverables:
  - Deliverable Management Approach
  - Deliverable Acceptance Approach
  - Establishing Deliverables Expectations
  - Deliverable Creation, Review and Approval Process
  - Deliverable Acceptance Process



## F. Deliverable Sign-Offs

During the Initiation and Planning Phase, the Contractor Team will establish an Electronic Project Library (EPL) for project documents/deliverables repository and version control. The Contractor Team will use an internal Wiki site for the storage and dissemination of project related material for both on-site and off-site Contractor team members. The Contractor PM will work with team members to manage library access and the documents within. Access & distribution of document deliverables for review and sign-off will be managed through the EPL.

## G. Organizational Change Management – Acceptance and Adoption of BuySpeed eProcurement Solution

Contractor will address change management through the following approach:

- Focus on change management: Contractor will develop a change management and training plan focused on clear and proactive communication to affected groups, strategic training of individuals on business process and system changes affecting them, and ongoing feedback about issues, concerns, and benefits resulting from the changes.
- Recognize the need to show progress: Contractor team will work with the State's executive management to build a performance scorecard for the project, and will report regularly on progress in order to ensure that leadership has visibility to the benefits accrued or any areas where performance is lagging.
- Incentives versus mandates: Changes in roles and responsibilities, especially changes requiring standardization and centralization, will be presented with a balance between enforcement and incentives with emphasis placed on benefits to the agencies.
- Provide the customer with what they want: In the end, if State agencies get what they want (a procurement process that is easy to navigate, improves automation, increases efficiency and provides, cost savings through contract consolidation), then the project will be successful. Contractor will approach this project with the perspective that procurement is a service to customers in the agencies, and those customers must be satisfied with the service they are provided.

To support this approach, Contractor will assign personnel to the Change Management Team, focused on supporting the state in all areas of change management: business process redesign, communication, support, and training.

- This team will work with the state to manage the human and organizational changes required for successful implementation.
- This team will consist of business analysts and BuySpeed functional specialists whose job will be to work with the State to define how BuySpeed will be used, redesigning processes where appropriate and making configuration decisions to support State requirements.
- The team will document requested enhancements and support integration design from a functional perspective.
- Lastly, these analysts will assist in the communication about system functionality and benefits to state and cooperative agencies.
- This team will also lead the training efforts associated with the implementation, including end-user training, train-the-trainer activities, and training documentation.

## H. Automated Project Management Tools

**If allowed access, Contractor will utilize the SOM's ePMO project management tool, Changepoint.**

Project 99 management/resource management capabilities have been built within Changepoint to follow the SOM SUITE methodology.

Changepoint has the capability to build and manage detailed project schedules and associated resources for SOM projects. Issue, Risk and Change Management can also be managed through the use of the SOM's Changepoint instance, including workflow to aid in the initiation, communication and approval processes. Project status can be communicated on-line and real-time via access to the reports and information available through the SOM's tool.



Contractor's project team members will need access to the SOM's Changepoint application. Once granted, Contractor will update planned and actual hours, task status, and make any associated schedule updates necessary as the project progresses.

The SOM Changepoint tool will be utilized for resource management, right down to the task level. Project team members (State or contractor) will be identified by task with associated hours planned for completion. As the work progresses on a given task, planned vs. actual hours will be captured, including status at that time for work remaining for project manager consideration/schedule update. Changepoint reports may also be used to communicate overall project staffing and the demand/capacity of those resources.

In addition, Changepoint information can also be reviewed on-line, real-time thus enhancing overall team collaboration and eliminating the need for separate report production and emailing of reports between project team members and/or project management.

In the event that access to the SOM's Changepoint tool cannot be granted to us, we will use Microsoft Project for planning, monitoring and tracking progress and level of effort against the schedule. We will use SUITE templates for other project management deliverables in the areas of issue, risk and change management (i.e., MS Word, Excel).

### **1.302 PROJECT REPORTS**

**Within fourteen (14) days of contract start the Contractor and State PMs will determine the appropriate project report(s) to be created and issued by the Contractor PM and Contractor team for the eProcurement System Project.**

- A. All documentation submitted to the State of Michigan by the Contractor must contain a title page with the following information:
  - o Contract Number
  - o Contract Expiration Date
  - o Task Name (if applicable)
  - o Name Of Contractor
  - o Contractor Project Director
  - o Date Of Deliverable Or Report
  - o Time Period Of Deliverable Or Report
  - o System functionality
  - o Data dictionary
- B. All reports and deliverables to be furnished by the Contractor shall be delivered to the State of Michigan PM and are subject to approval by the State of Michigan PM. The Contractor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.
- C. Written monthly summaries or progress reports must be submitted electronically to the State of Michigan PM to ease distribution to pilot and other state agencies.
- D. The Contractor's name, logo, or other company identifier may not appear on documentation delivered to the State without written authorization from the Contract Administrator. An exception to this will be transmittal of cover letters showing delivery of said documents.
- E. Anticipated Reports will include at a minimum:
  - 1. Monthly summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the State of Michigan PM and notification of any significant deviation from the previously agreed upon work plans. All areas of decision making that pertain to this contract must be reviewed in detail with the State of Michigan PM prior to any final decision.



Each monthly progress report will contain the following:

- Activities of the past month - actions taken and progress made on the project during the past month.
  - Activities of the following month - actions planned for the following month in order to meet the project delivery and performance schedule requirements.
  - Deliverables - deliverables delivered to the State of Michigan in the past month and deliverables planned for delivery to the State of Michigan in the following month.
  - Issues - Identify problems, difficulties, either anticipated or encountered, and suggested solutions.
  - Resolution and/or status of prior issues including Helpdesk issues. Identify resolutions to issues identified in previous progress reports.
  - Status and an attached copy of the system documentation for Michigan's system including a current data dictionary.
2. The Contractor Project Manager will develop and submit the project status report weekly (or as jointly agreed upon by the State and Contractor PMs) throughout the duration of the eProcurement System project. The State and Contractor PMs will meet bi-weekly to review this status report and overall contract performance. SUITE template PMM-13 will be the basis for the report; report components will include:
- Executive Summary of activity during the report period
  - Schedule status
  - Accomplishments/activities during the reporting period
  - Planned accomplishments/activities during the upcoming reporting period
  - Deliverable status - for current reporting period and upcoming report period
    - Deviations from the previously agreed upon schedule,
    - Identify the reason for deviation and areas affected by the deviation.
    - Identify in detail the steps that will be taken to resolve the deviation.
    - Specify any schedule adjustments that have resulted from the deviation.
  - Issues
  - Risks
  - Status of system documentation (including copies of documentation)
  - Project Percentage Completed
  - Change Control
  - Maintenance Activity (if any, when applicable)
  - Action Item status
3. During any of the testing, warranty and maintenance/support period(s), information will be included or attached to the project status report to indicate a summary of defects (by severity level):
- Open at the beginning of the reporting period
  - New defects reported during the reporting period
  - Defects closed during the reporting period
  - Defects in process as (being worked on) of the end of the period
  - Defects not yet worked on as of the end of the period
  - Open defects as of the end of the period
  - During system and user testing, information will be included to indicate:
    - Number of test cases that passed on first try
    - Percentage of test cases that passed on first try against all test cases completed
4. An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor PM with the Project Status Report. The Project Schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.



5. During any time and materials work (e.g. contracted staff augmentation), the Contractor PM will provide a detailed report of invoices and corresponding time sheets of the associated Periscope-Contractor team members to the State PM by the 15th of every month. This detailed report will include details regarding work performed and time spent during the invoice period.
6. All documentation prepared by the Periscope-Contractor team will be submitted to the State PM in an electronic format compatible with the SOM software in accordance the requirements outlined in the State's RFP Article 1.302 and this resulting Contract, and will be subject to the State PM's approval.

## 1.4 Project Management

### 1.401 ISSUE MANAGEMENT

The Contractor team will include a defined approach to issue identification and resolution as a Project Plan sub plan. An issue is an identified event or political task and concern that if not addressed may affect schedule, scope, quality, and/or budget. Issue management is a joint effort between the State and Contractor team to track, update and ultimately resolve project problems. Issue management on projects like this can relate to two major areas: 1) Project issues, and 2) System issues.

The Issue Management process will adhere to the State's PMM issue management process -guidelines and templates (e.g. PMM-15 Issue Document).

An overall report of open and closed issues will be part of the Project Status Report (frequency as mutually agreed upon by the State and Contractor PMs) and reviewed as a standing agenda item at the bi-weekly Project Managers Meeting. Trend analysis and issue metrics will also be provided by the Contractor PM as part of the issue reporting and communicated via status reports and project-level meeting materials.

The State and Contractor PMs will work together if it becomes necessary to change a "realized" risk into a project issue, or to change an issue into a change control, while keeping the history of the item intact. For example, if an issue resolution requires changes to the base-lined project plan, the issue can be converted to a change control request item and the change control process/workflow begins.

A. The following provides an overview of how issues will be managed:

1. Project Issues
  - a. Issue Identification
    - Any of the State or Contractor project managers or the broader group of project team members can identify and raise an issue. Once an issue is identified, it will be captured and tracked until resolved.
    - A key responsibility of the Project Managers is to detect issues that may not have been clearly articulated.
    - The State and Contractor PMs, having ultimate responsibility for project-wide communications as well as overall performance monitoring, will have access to a wide array of independent data sources for identifying issues that may otherwise go undetected.
    - The Contractor PM will analyze input from independent data sources, identifying trends and anomalies which will be reviewed with the State PM to determine if there is indeed an issue.
  - b. Issue Tracking
    - Once an issue is identified, the project will follow the formal issue management process, where the issue is accepted and managed per the plan. The Contractor Project Manager will maintain the project issue log.
  - c. Issue Communication
    - The Contractor PM will work closely with the State PM to set:
      - initial issue type,
      - ownership,
      - priority, and
      - due dates.



- The Contractor Project Manager will send email notifications on new issues to the:
  - originator of the issue,
  - person responsible for ultimately resolving the issue, and to
  - person assigned for initial investigation/resolution (if different) with a copy to the State Implementation Project Manager.
- Similarly, an email notification will be sent if issue responsibility/assignment changes should occur.
- d. Issue Ownership
  - The person ultimately responsible for issue resolution will be captured in the log.
  - Investigation, analysis, alternative resolutions, and recommendations may be delegated by the responsible party to a team member (Assigned To designation in the log).
  - Responsibility/assignment changes will be tracked via the log (these changes may occur as part of the overall escalation process described below).
- e. Issue Escalation
  - Both the State and Contractor Team will agree to the appropriate escalation procedures and timeframes at the beginning of the eProcurement System project.
  - This will also include the appropriate levels of escalation and involved parties from both the State and the Contractor Team.
- f. Tools
  - Excel (issue log) and Outlook (email notifications) will be the tools used to support the processes described above.
  - The project issue log will be stored in the project's document library.
- 2. BuySpeed System Issues
  - a. Contractor Team will use online BuySpeed Information Tracking System (BITS) portal and knowledge base dedicated to State-identified issues for system issue tracking and reporting.
    - This portal will provide a shared repository of reported issues managed by first-line State support resources as well as Contractor technical and support resources.
    - Within this portal, support users will enter all reported issues in order to provide ongoing reports about system usage and issue management.
  - b. Typically, problems reported by users are managed according to the following three categories:
    - Training Gaps: End-users contact support with problems that are a result of a training gap (how do I do something?) or user error (forgotten password). These issues are resolved immediately by first-line support managed by State support personnel.
    - Application Defects – Application defects are categorized as Severity 1 – 3:
      - Severity 1: An error resulting in the failure of the complete software system (or specific functionality) which causes a critical business impact, and for which there is no work around. In the event of a severity 1 issue, the normal process is to issue an immediate 'hot fix' to the environment once available.
      - Severity 2: An error resulting from failing software function, but there is a workaround alternative(s) to continue processing transactions. In the event of a severity 2 issue, it will be bundled with other severity 2 issues and delivered on a service patch release.
      - Severity 3: An error that does not result in a failure of the complete software system and only minimally impairs the ability to use critical functions. In the event of a severity 3 issue, it will be bundled with other severity 3 issues and delivered on a service patch release.
    - Enhancement Requests - evaluated by the Product Management Team. All requests for enhancements and defect resolution will be entered into the online support portal. The Product Development Team will document and determine the priority, cost, and release schedule. Once scheduled for development, Product Development will analyze and design the requested change. Product Development will also supplement the functional design with diagrams and other documents as required. Any modifications will be applied to the main line of code for BuySpeed.



#### **1.402 RISK MANAGEMENT**

The Contractor team will include a Risk Management Plan as a Project Plan sub plan. Risk identification, evaluation, and planning will be done in parallel with the creation of the project work plan and then ongoing throughout the life of the project.

**This document will be updated and finalized during initial project planning activities.**

The eProcurement System SOM/Contractor project team will identify project risks. Risk identification involves searching for and locating risks that are likely to affect the project before they become problems. Risks will be documented in the Risk Management Plan Summary spreadsheet by the Contractor PM.

- A. After risks have been documented, the project team will transform the risk data into decision-making information.
  - Each risk will be evaluated based on the probability that it will occur and the severity of the outcome or impact that will occur to the project if the risk did occur.
  - Probability “weighting” factors will be multiplied against severity (or impact) “weighting” factors to assign a risk rating. Using the ratings, risks will then be prioritized, evaluated, and (perhaps) reprioritized by the project team.
- B. Risk planning will first be performed during the risk evaluation, but it will be repeated during the project as risk factors change, new action strategies are considered, and new risks are identified.
  - Once the risks are identified, quantified, and prioritized, the Contractor PM will analyze the causes and factors that affect each risk and appropriate action determined.
  - Strategies for risk mitigation are initially determined during risk planning and response development. They can and will be revised at any time during the project.
- C. The Contractor PM will complete the risk documentation that reflects all risks and will assign actions within the project team for mitigating the top project risks.
- D. The risk documentation in the form of the Risk Management Plan and Risk Management Plan Summary spreadsheet will be a standing agenda item in the State/Contractor PM meetings, at which the documentation will be updated by the Contractor PM as appropriate and re-shared with the State PM for review and confirmation.
- E. Contractor’s risk management approach includes the following components:
  - Risk Management Strategy
  - Risk Identification
  - Qualitative and Quantitative Analysis
  - Risk Response Planning

#### **1.403 CHANGE MANAGEMENT**

The Contractor is responsible for establishing and utilizing a change control process. This process will be utilized to recommended modifications to agreed-upon phases, processes, etc. as well as enhancement requests above and beyond original scope of this Contract. This process includes the recording of proposed changes, impact assessments on scope, timeframes and project budget (if any), establishing change control triggers and reviews, and documentation of the final determination of the acceptance or denial of the proposed change. State identified stakeholders will make the final acceptance or denial decision based upon input from the Contractor and state staff. The final decision will be signed off on by both the Contractor PM and the State of Michigan PM.

If a proposed change requires a contract change notice it will be submitted to the designated stakeholders and steering committee for state approval, and then sent to the DTMB Procurement Buyer, who will make recommendations to the Director of Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board if necessary), the Procurement 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 Procurement, risk non-payment for the out-of-scope/pricing products and/or services.***

**The Change Management Plan (PMM-09) will be reviewed, updated and finalized including change controls and triggers by the Contractor and State PMs during the Initiation and Planning phase of the eProcurement System project.**

- A. The Change Management Plan will detail the following:
- Roles and Responsibilities (both State and Vendor) in the Change Management Process
  - Change Control Governance/ Process – Key Steps, including a process flow / swim lane diagram
  - Utilization of the State’s PMM-14 Template for Change Control Requests (CCRs)
  - Prioritization of Change Control Requests (CCRs)
  - CCR Stages
  - Capturing and Monitoring CCRs through the Change Control Log
  - Communication Channels for Project Changes
- B. Organizational Change Management – Acceptance and Adoption of the BuySpeed eProcurement Solution will require a strong change management approach that goes beyond just training users on the system, but also includes a focus on changes to business processes.
- C. Contractor’s implementation approach will include at a minimum the following:
- Establishing and maintaining a project oversight structure shared between the State and Contractor that is focused on identifying potential risks and obstacles, defining potential approaches, and deploying the appropriate resources to address the risks and obstacles
  - Focusing on the importance of change acceptance, both organizationally and individually; users must be comfortable with the change and understand not only how to use the system but also how their jobs will change.
  - Managing the project with a “no surprises” approach by ensuring clear communication with the State through:
    - Regular status reporting,
    - Project management meetings, and
    - Executive steering committee meetings
  - Ensure that the Contractor and the State have a common understanding regarding expectations, project activities, timelines, and resources with the result that the project is organized, timely, and disruptions are minimized.
  - Ensure that the project is constantly moving forward, driving towards established dates and timelines.
- D. Contractor will develop a specific change management plan following the Functional Design and System Design activities that includes at a minimum the following:
1. Identifying Gaps Required By Agency Processes: Change management meetings will be held to determine if there are any major gaps in the processes for the agencies in the standard to-be processes in relation to current agency business requirements and processes.
  2. Developing Strategies for Addressing the Gaps: In most cases, functionality may exist already in BuySpeed but not match current processes. During the change management process, gaps will be classified by types.
    - i. The main types identified include gaps in:
      1. policy,
      2. procedures,
      3. software configuration,
      4. software functionality and
      5. training.



3. Solution strategies will include documentation, training, procedural workarounds, software configuration, and if needed, potential modifications for consideration by management.

**The identified gaps will be shared with project leadership and agency leads, and appropriate plans of action will be created to address the gaps. Wherever possible, Periscope-Contractor will attempt to resolve issues through existing functionality and configurations rather than propose new development to solve a problem.**

## 1.5 Acceptance

### 1.501 ACCEPTANCE CRITERIA

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

#### 1. Document Deliverables

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

- a. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with requirements throughout the CONTRACT.
- b. Requirements Traceability Matrix is reviewed and updated throughout the development process to assure requirements are delivered in final product.
- c. Beta documents are not accepted as final deliverable.
- d. The documents will be reviewed and accepted in accordance with the requirements of the contract and the accepted Respondent's proposal.
- e. The State of Michigan will review business documents within 14 days of receipt. Approvals will be written and signed by eProcurement PM with assistance from DTMB. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit documents for approval within 14 days of receipt.
- f. The State of Michigan will review technical documents within 14 days of receipt. Approvals will be written and signed by eProcurement PM with assistance from DTMB-IT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit documents for approval within 14 days of receipt.
- g. eProcurement PM will review project documents within 14 days of receipt. Approvals will be written and signed by eProcurement PM. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit documents for approval within 14 days of receipt.

#### 2. Software Deliverables

Software includes, but is not limited to, software product, development tools, support tools, data migration software, integration software and installation software.

- a. Beta software is not accepted as final deliverable.
- b. The software will be reviewed and accepted in accordance with the requirements of this contract and the accepted Respondent's proposal.
- c. The State of Michigan will review software within 30 days of receipt for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery and operation. Approvals will be written and signed by eProcurement PM with assistance from the State. Unacceptable issues will be documented and submitted to the Contractor. Contractor will use commercially reasonable efforts to remedy issues timely. Contractor will resubmit software to the SOM for retesting. This process will repeat until all issues are successfully resolved. After issues are resolved or waived, the Contractor will implement approved solutions at the next available mutually agreed upon opportunity.



- d. Software is installed and configured, with assistance from DTMB-IT, in appropriate environment (e.g. development, test, production). Contingency plans and de-installation procedures and software are provided by Contractor and approved by eProcurement PM with assistance from the State.
- e. Final software testing is performed by the State without any compatibility issues and passes DTMB-IT's defined measurements for stress tests. Software is accessible by central, remote and external users.
- f. The State will review test software, data and results within 30 days of receipt. Approvals will be written and signed by eProcurement PM with assistance from State. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
- g. Software source code, where applicable and necessary (interface development), is reviewed by the State within 30 days of receipt for readability, structure, and configuration management. Approvals will be written and signed by eProcurement PM with assistance from DTMB-IT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit source code for approval within 30 days of receipt.
- h. The State is purchasing an enterprise wide license with sufficient capacity for all State departments, community colleges, K-12 schools, and all partners interested in sharing of procurement resources.

### 3. Service Deliverables

Services include, but are not limited to training, software development, data migration, help desk and support.

- a. The services will be accepted in accordance with the requirements of this contract and the accepted Respondent's proposal.
- b. The State will review a 'Request for Approval of Services' within 30 days of completion or implementation. Approvals will be written and signed by eProcurement PM with assistance from DTMB and DTMB-IT. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit a 'Request for Approval of Services' for approval within 30 days of receipt.
- c. The State will review migrated and configured data within 30 days of completion. Approvals will be written and signed by eProcurement PM with assistance from State Agencies. Unacceptable issues will be documented and submitted to the Contractor. After issues are resolved or waived, the Contractor will resubmit a request for approval within 30 days of receipt.
- d. The State staff are trained sufficiently to operate and utilize the system to perform their required daily functions, and supplied with the proper tools and documentation to support, upgrade, monitor, operate and configure the application in accordance with the requirements of this contract and the accepted Respondent's proposal.
- e. The Contractor has the tools and connectivity installed, in compliance with DTMB-IT standards, to properly support and monitor the application.

#### **1.502 FINAL ACCEPTANCE**

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

#### **Performance and Reliability Evaluation (PARE)**

The State requires that a performance and reliability evaluation (PARE) will be performed for this project. The standard of performance for the PARE will be closely monitored during the acceptance period.

**The Performance and Reliability Evaluation will consist of two phases.**



### PHASE I

The first phase shall be comprised of a specification compliance review of the equipment provided by the vendor. Such equipment shall be checked for total compliance with all required performance specifications of the Contract. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the mandatory performance specifications of the Contract, the State shall so notify the Contractor, allowing 14 calendar days for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to require the Contractor to correct or replace the underperforming hardware/software, or bring in another Contractor to assist them in resolving the issue, at no cost to the State. Should the equipment and software pass the specification conformance review, the equipment shall enter Phase II of the PARE.

### PHASE II

#### (a) Determination of System Readiness

1. Prior to the PARE, a committee of three persons will be formed to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.

#### (b) The PARE will begin on the installation dates when the Contractor certifies that that the system is fully deployed. During the PARE:

All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.

1. All reconfiguration and reload time shall be excluded from the performance hours.
2. If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down-time" for the system.
3. If the Contractor requests access to failed equipment and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
4. A functional benchmark demonstration will be run for the PARE Committee to confirm that the fully deployed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.

### STANDARD OF PERFORMANCE

- (a) The performance period (a period of thirty consecutive calendar days) shall commence on the date the system has been fully deployed. It is not required that one thirty day period expire in order for another performance period to begin.
- (b) If each component operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time. In addition, the system shall operate in substantial conformance with the Contractor's published specifications applicable to such system on the date of this Agreement. Equipment & Components added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment & components at the time of such amendment.
- (c) During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload



time shall be excluded from the performance hours. Equipment & component failure down-time shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment or component failure and the time that the equipment/component is returned to the State in operating condition.

- (d) During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
- (e) No more than one hour will accrue to the performance hours during any one wall-clock hour.
- (f) Equipment & components shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
- (g) When a system involves on-line machines, which are remote to the basic installation, the required effectiveness level shall apply separately to each component in the system.
- (h) Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the equipment and components, and authorize the monthly payments to begin on the first day of the successful performance period.
- (i) If successful completion of the performance period is not attained within 90 days of the date of full system deployment, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
- (j) The PARE will be complete when the system has met the required effectiveness level for the prescribed time period.

**Contractor will conform to the SOM's requirement for the Performance and Reliability Evaluation (PARE). Specifically, Contractor team will work with designated state staff to conduct the technical, security, and functional confirmation testing outlined in Section 1.502 of the Contract and in accordance with the stated Service Level Agreements (SLAs) in Attachment 13.**

## **1.6 Compensation and Payment**

### **1.601 Compensation and Payment**

**The firm fixed price for the Contracted turnkey eProcurement solution is itemized in [Attachment 9](#).**

Functional System modules are organized as follows:

**Module 1** Identification of Needs and Approvals

**Module 2** Acquisition

**Module 3** Contract Management, including Business Intelligence (BI)

**Module 4** Receiving

**Module 5** Invoice Processing

**Module 6** Inventory

**Module 7** Vendor

Payments will be made based on the firm fixed price per deliverable. The State reserves the right to procure some or all of any additional necessary hardware and/or software required for the Contract, from existing State contracts as needed to implement the chosen eProcurement solution.



Cost Models also includes fixed Hourly Rates for any additional work required by participating organizations relative to system deployment.

**1.602 QUICK PAYMENT TERMS – RESERVED**

**1.603 PRICE TERM**

Prices quoted are firm for the entire length of the Contract.



## Article 2 – General Terms and Conditions

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

#### **2.001 Base Contract Term**

The Base Contract term is for a period of five (5) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.150) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's Base Term, or any Renewal Term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Options to Renew**

The parties may agree in writing to extend this Contract prior to the expiration of the Base Term, or any Renewal Term, by twelve (12) month increments (each a "Renewal Term"). The parties may not execute more than three (3) Renewal Periods at any given time. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any Renewal Term.

#### **2.003 Legal Effect**

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. 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 shall not be liable 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), 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**

(a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.006**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

(b) DTMB-IT & DTMB PO will coordinate with Contractor to oversee the use of this Contract. DTMB PO may in writing, delegate to State agencies, the authority to submit requests directly to the Contractor for certain services. Contractor shall not perform services on behalf of a State agency without obtaining a copy of the DTMB-PO written delegation letter. DTMB PO/DTMB-IT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

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

The Contract, including any Statements of Work, Attachments 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 and supersedes all prior agreements, whether written or oral. 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 shall 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. The Contract may be modified or amended only by a formal Contract amendment.

In the event of generalities or contradictions in the Contract, for technical and/or functional requirements specifically addressed within the RFP; the requirements of the RFP shall prevail.

#### **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, and Software License Agreement, 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, Procurement (DTMB PO), and DTMB-IT (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB PO is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **DTMB PO is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Administrator within Procurement for this Contract is:

Christine Mitchell, CPPB  
Buyer Specialist, Knowledge Management Team  
Department of Technology, Management & Budget  
Procurement Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Email: [mitchellc4@michigan.gov](mailto:mitchellc4@michigan.gov)  
Phone: (517) 335-0462

**2.022 Contract Compliance Inspector & DTMB - Overall Project Manager**

Upon receipt at DTMB PO of the properly executed Contract, it is anticipated that the Director of DTMB Procurement, in consultation with DTMB-IT, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by Procurement.** The Contract Compliance Inspector for this Contract is:

Christine Mitchell, CPPB  
Buyer Specialist, Knowledge Management Team  
Department of Technology, Management & Budget  
Procurement Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Email: [mitchellc4@michigan.gov](mailto:mitchellc4@michigan.gov)  
Phone: (517) 335-0462

**2.022-A Implementation Project Manager**

Vic Mankowski  
Department of Technology, Management and Budget  
IT Agency Services  
Romney Building, 8th Floor  
Lansing, MI 48909  
Email [MankowskiV@michigan.gov](mailto:MankowskiV@michigan.gov)  
Phone 517 241-8636

**2.023 DTMB - IT Project Lead**

The following individual will oversee the project for IT:

Lisa Evani  
Department of Technology, Management and Budget - IT  
Romney Building, 9th Floor  
Lansing, MI 48909  
Email [evanil@michigan.gov](mailto:evanil@michigan.gov)  
Phone (517) 373-1840

**2.024 Change Requests**

During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. 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.

If Additional Services/Deliverables are requested, the Contractor shall provide at a minimum if applicable, a detailed outline of all work to be done, including tasks necessary to accomplish the Additional 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 before commencing performance of the requested activities it believes 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 and 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 proposed prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

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

(ii) Contractor Recommendations

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

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates (Attachment 9) shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

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

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

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

## 2.025 Notices

Any notice given to a party under the Contract must be in writing and will be deemed effective, if addressed to the party as addressed below, upon: (i) confirmation of email receipt from addressee; (ii) delivery, if hand delivered; (iii) receipt of a confirmed transmission by facsimile; (iv) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; (v) automated notification posting in SOM eProcurement system; or (vi) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



State:  
State of Michigan  
Procurement  
Attention: Christine Mitchell  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909  
Email: mitchellc4@michigan.gov

Contractor:  
Periscope Holdings, Inc.  
Attention: Pat Stutz  
211 E. 7th Street  
Suite 1100  
Austin, Texas 78701  
Email: pstutz@periscopeholdings.com

Either party may change its address where notices are to be sent by giving notice according to this Section. With implementation of the eProcurement system, address and contact information changes must be completed online by the Contractor via the Vendor Portal.

#### **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 giving 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 shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall 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 shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall 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, division or bureau 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 novation 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 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 Contract are to be released without prior written approval of the State and then only to persons designated.

### **2.032 Contract Distribution**

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

### **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 shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

### **2.034 Website Incorporation**

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

### **2.035 Future Bidding Preclusion**

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

### **2.036 Freedom of Information**

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

### **2.037 Failover**

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 shall 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/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Attachment/Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts (see fixed price tables Attachment 9). To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the rates identified in Attachment 9, as Amendment Labor Rates.

### **Out-of-Pocket Expenses**

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and



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

#### **2.042 Adjustments for Reductions in Scope of Services/Deliverables**

If the scope of the Services/Deliverables under this Contract, or any subsequent Statement of Work and/or Purchase Orders issued under this Contract, is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges. The charges shall be commensurate with the reduction in scope, according to the rates in **Attachment 9**, or rates identified in the affected Statement of Work.

#### **2.043 Services/Deliverables Covered**

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

All time and material charges will be at the rates specified in **Attachment 9**.

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

- (a) The State and the Contractor(s) shall mutually agree upon the specific payment schedule. As a general policy invoices shall be forwarded to the designated representative by the 15th day of the following month.
- (b) All invoices should reflect actual work done. Each Contractor invoice shall show details as to charges by Service/Deliverable component and location outlined in the appropriate Statement of Work or Purchase Order less any penalty cost charges or holdbacks accrued by those dates, and shall be 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 shall 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.
- (c) Progress payments to the Contractor may be authorized as work progresses when requested, 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.
- (d) Correct invoices shall 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. Prompt payment by the State is contingent on the Contractor's invoices meeting all requirements outlined above.

#### **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.

#### **2.045A Holdback**

The State shall have the right to hold back, as a retainage, an amount equal to percent (**10%**) of all amounts invoiced by Contractor for Services/Deliverables. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

#### **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 shall be made by electronic fund transfer (EFT).

#### **2.049 State Funding Obligation**

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Events of non-appropriation are addressed further in **Section 2.164** of this Contract.

#### **2.050 Taxes**

##### **2.051 Employment Taxes**

Contractor shall collect and pay all applicable federal, state, and local employment taxes.

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

Contractor shall register and 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 shall be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and shall be fully qualified to perform the work assigned to them. Contractor shall include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role shall be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

##### **2.062 Contractor Personnel**

###### **Key Personnel**

- (a) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Attachment 2** provides an organization chart showing the roles of certain Key Personnel.
- (b) Key Personnel shall be dedicated to the project for the duration of this Contract as defined in **Article 1, Section 1.201** and the approved project plan.
- (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. Additionally, the State's request shall be based on legitimate, good-faith reasons. Proposed alternative for the individual denied, shall be fully qualified for the position.

- (d) Contractor shall not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. If the Contractor does remove Key Personnel without the prior written consent of the State, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.160**.
- (e) "Shadowing" is defined as side by side mentoring/training of the replacement employee by the key personnel leaving the position.
- (f) It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.160**, the State may assess liquidated damages against Contractor as specified in 2.253.

#### Non-Key Personnel

- (a) Re-assignment of non-Key Personnel. Contractor will give the state at least ten (10) business days' notice prior to re-assigning non-key personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project. This will give the state an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed and approved by the State prior to the proposed date of re-deployment.

#### Staffing Levels

- (a) All staff requirements not specified in the applicable Statement of Work or State-approved final project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.
- (b) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's final project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

#### Personnel Turnover.

- (a) The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

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

Re-assignment of Personnel at the State's Request. The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the



State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with removed personnel results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs (**Attachment 13**) for the affected Service will not be counted for a time as mutually 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 or local partner 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 shall 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 shall 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**

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

(b) The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, approved 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 Reports and Meetings**

Defined in Article 1.

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

The Contractor shall 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 shall 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, Procurement 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 shall 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 shall 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 shall 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 shall 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, 2.140, and 2.210 in all of its agreements with any Subcontractors.

**2.075 Competitive Selection**

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

**2.080 State Responsibilities****2.081 Equipment**

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

**2.082 Facilities**

The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities



(collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

Redundant, see 2.069

### **2.090 Security**

Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

### **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 shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall 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 shall be initiated by the State and shall be reasonably related to the type of work requested.

### **2.092 Technology Use**

All Contractor personnel shall 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 shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource.

### **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 shall 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, shall 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 of sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.

The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall 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 shall provide a time line for corrective action.



## **2.094 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 shall 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.

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and shall 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 shall 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 shall (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 shall 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 shall 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 shall 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.

#### **2.106 Security Breach Notification**

If the Contractor breaches this Section 2.100, 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 shall 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.

#### **2.110 Records and Inspections**

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

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

##### **2.112 Examination of Records**

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

##### **2.113 Retention of Records**

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

##### **2.114 Audit Resolution**

If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless



a shorter response time is specified in such report. The Contractor and the State shall develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

### **2.115 Errors**

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

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

### **2.120 Warranties and Representations**

#### **2.121 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.



- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.
- (n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.

**2.122 Warranty of Merchantability**

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

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

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

**2.124 Warranty of Title**

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

**2.125 Equipment Warranty**

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

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



Within (5) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

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

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

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

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

#### **2.126 Equipment to be New**

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

#### **2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

#### **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 Software Warranties**

##### **2.131 Performance Warranty**

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

##### **2.132 No Surreptitious Code Warranty**

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

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



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

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

### **2.133 Calendar Warranty**

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after a century calendar year, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

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

### **2.134 Third-party Software Warranty**

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

### **2.135 Physical Media Warranty**

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

### **2.136 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.

## **2.140 Insurance**

### **2.141 Liability Insurance**

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



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

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

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

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

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

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

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

- 1. Commercial General Liability with the following minimum coverage:  
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations  
 \$2,000,000 Products/Completed Operations Aggregate Limit  
 \$1,000,000 Personal & Advertising Injury Limit  
 \$1,000,000 Each Occurrence Limit

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

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

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

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

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

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

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



5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of two million, five hundred thousand dollars (\$2,500,000.00), 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.

#### **2.142 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.

#### **2.143 Certificates of Insurance and Other Requirements**

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies SHALL 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 Procurement, 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.

## **2.150 Indemnification**

### **2.151 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.

### **2.152 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.

### **2.153 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.

### **2.154 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.

**2.155 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.

**2.156 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 shall 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.

**2.160 Termination/Cancellation****2.161 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 shall 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.

**2.162 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet



- any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
  - (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall 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.

#### **2.163 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 convenience must cease on the effective date of the termination.

#### **2.164 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 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 shall 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 shall 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.

#### **2.165 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.

#### **2.166 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 shall 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.

#### **2.167 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.

#### **2.168 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.

#### **2.170 Termination by Contractor**

##### **2.171 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.

## **2.180 Transition Responsibilities**

### **2.181 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 shall 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 **180** days. These efforts must include, but are not limited to, those listed in **Section 2.160**.

### **2.182 Contractor Personnel Transition**

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor 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.

### **2.183 Contractor Information Transition**

The Contractor shall 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.

### **2.184 Contractor Software Transition**

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

### **2.185 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.

### **2.186 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.



## **2.190 Stop Work**

### **2.191 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**. 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 2.192**.

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

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 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**.

### **2.193 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 shall be deemed to be a termination for convenience under **Section 2.163**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

## **2.200 Dispute Resolution**

### **2.201 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.

### **2.202 Informal Dispute Resolution**

Parties agree to negotiate in good faith to resolve issues in the event of a dispute prior to taking a more formal approach.

### **2.203 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.202** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall 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.

### **2.204 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 2.160**, as the case may be.

## **2.210 Federal and State Contract Requirements**

### **2.211 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.

### **2.212 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled 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, shall 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.

### **2.213 Workplace Safety and Discriminatory Harassment**

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

### **2.214 Prevailing Wage**

Wages rates 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 Licensing and Regulatory Affairs, Wage and Hour Division, 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. Contractor shall also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor 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.

### **2.215 Federal Grant Requirements**

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



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

[http://www.archives.gov/federal\\_register/codification/executive\\_order/12549.html](http://www.archives.gov/federal_register/codification/executive_order/12549.html)

[http://www.archives.gov/federal\\_register/executive\\_orders/pdf/12869.pdf](http://www.archives.gov/federal_register/executive_orders/pdf/12869.pdf)

<https://www.epls.gov/>

## **2.220 Governing Law**

### **2.221 Governing Law**

The Contract shall 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.

### **2.222 Compliance with Laws**

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

### **2.223 Jurisdiction**

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to 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.

## **2.230 RESERVED**

### **2.231 RESERVED**

## **2.240 Disclosure Responsibilities**

### **2.241 Disclosure of Litigation**

Contractor shall 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) shall 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 shall 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 shall 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 shall 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-Procurement.
  2. Contractor shall also notify DTMB Procurement 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 shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

**2.242 Call Center Disclosure**

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall 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.

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

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

**2.250 Performance**

**2.251 Time of Performance**

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statement(s) of Work and other Attachments & Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **this section**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and 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.



## 2.252 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 and/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. In order to invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (b) Failure to meet time windows critical to business processing (such as failure to send payments to the financial accounting system within the required window as defined by MAIN RSTARS and accepted by the State & Contractor) or failure to send out notifications within the required window or failure to close bidding within the required window shall constitute an incident and a loss of service for the period required to successfully complete the processing.
- (c) 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 ("Stop-Clock Conditions"):
1. 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.
  2. 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.
  3. Time period(s) will not apply to development and/or test environments, rather uptime will be measured against 7am – 6pm, Monday through Friday, including State Holidays, for these environments
- (d) Chronic Failure for any Service(s) will be defined as three (3) 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 thirty (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 (3) additional months. The termination of the Service will not affect any tiered pricing levels.
- (e) 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 (2) weeks of outage(s) and provide a recommendation for resolution.
- (f) All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

## 2.253 Liquidated Damages

The parties acknowledge that Unscheduled System Downtime or delays in implementation will interfere with the timely and proper completion of the Contract, and will result in loss and damage to the State. Therefore, Contractor and the State agree that in any event as those detailed below, and in which the State does not elect to exercise its rights under **Section 2.160**, the State may assess liquidated damages against Contractor as specified in this Section.

### Liquidated Damages Amounts

- (a) The Contractor shall pay the State, as liquidated damages, the sum of \$1,000 per day for each task, deliverable, milestone, or standard of performance, for each and every day, of delay or unscheduled downtime beyond Contractual parameters established as acceptable from the due date or point of system



failure, and every day thereafter until such task, deliverable, milestone, or standard is completed and accepted by the State.

(b) If any software or service provided by the Contractor contains or introduces a software virus that results in contamination or damage to the State's equipment or its mainframes, network, personal computing or other operating environments, the Contractor will pay the State, as liquidated damages, the following amounts:

1. \$1,000 for each hour or fraction of an hour in excess of one (1) hour that any mainframes, network, personal computing or other operating environments computer function or operation, available prior to the introduction of the Contaminated Software is unavailable to one or more persons in the State's user community; and
2. \$50 for each hour or fraction of an hour in excess of one (1) hour for each piece of equipment in the State's network or personal computing environment unable to perform any function or operation which it was able to perform prior to the introduction of the Contaminated Software.

The liquidated damages set forth in this subparagraph shall be in addition to the Contractor's obligation to remove the software virus from all of the State's operating environments, to restore all operations and functionality in all such operating environments, and to recover or recreate all damaged files, all at no additional charge to the State. The State may, however, at its option, elect to restore or recreate damaged or lost data files at Contractor's expense, in which event Contractor shall pay the State \$40 for each hour or fraction of an hour multiplied by the total number of staff hours that State's personnel expend to recover or recreate damaged State data files.

(c) In the event of Unauthorized Removal of Key Personnel as identified in 2.062 liquidated damages amounts will be assessed as follows:

1. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount shall be \$25,000.00 per individual provided Contractor identifies a replacement approved by the State pursuant to **Section 2.062** and assigns the replacement to the Project to shadow the Key Personnel s/he is replacing for a period of at least thirty (30) days prior to such Key Personnel's removal.
2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least thirty (30) days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor shall pay the amount of \$833.33 per day for each day of the thirty (30) day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide thirty (30) days of shadowing shall not exceed \$50,000.00 per individual.

#### **2.254 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 failover 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.

## **2.2560 Approval of Deliverables**

### **2.261 Delivery of Deliverables**

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.

### **2.262 Contractor System Testing**

(a) Prior to delivering any of the Deliverables or Services to the State, Contractor will first perform all required quality assurance activities, and, in the case of System Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied and meets full PCI compliance, or in the event of a vendor-hosted solution, provide evidence of SAS70 compliance.

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

(c) 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.

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

(a) All Deliverables (Physical (including software) Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures, unless otherwise stated in PARE Section 1.502, and remain subject to Liquidated Damages, **Section 2.253**. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will



include the successful completion of Testing as applicable in **Section 2.262**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.262**.
- (d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract price for such Deliverable/Service and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

#### **2.264 Process for Approval of Written Deliverables**

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



original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

#### **2.265 Process for Approval of Services**

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

#### **2.266 Process for Approval of Physical Deliverables**

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

#### **2.267 Final Acceptance**

Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.261-2.267**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

#### **2.270 Software Licensing & Rights in Data**

##### **2.271 Standard Software**

If applicable and necessary, all software used in performing the Services shall be provided to the State under a license agreement between the State and the owner (or authorized licensor) of such software. Attachment 12 includes a list of all software to be provided for this Contract.

##### **2.272 Software License**

Contractor grants to the State a perpetual, non-exclusive, royalty-free, site-wide (unlimited seats), irrevocable, nontransferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State or MiDEAL organization utilizing the system regardless of its physical location.

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

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



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

A copy of the Buyspeed enterprisewide license agreement is attached as Attachment 14.  
A copy of the Buyspeed Support agreement is attached as Attachment 15.  
A copy of the Buyspeed Services agreement is attached as Attachment 16.

## **2.273 Source Code Escrow**

### **A. Definition**

“Source Code Escrow Package” shall mean:

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

### **B. Delivery of Source Code into Escrow**

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

### **C. Delivery of New Source Code into Escrow**

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

### **D. Verification**

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

### **E. Escrow Fees**

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

### **F. Release Events**

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

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



## G. Release Event Procedures

If the State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in this **Section**, then:

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

## H. License

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

## I. Derivative Works

Any Derivative Works to the source code released from escrow that are made by or on behalf of the State shall be the sole property of the State. The State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

## 2.280 Ownership

### 2.281 Rights in Data

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

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

### 2.282 Ownership of Materials

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

### 2.283 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software



Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

**2.290 State Standards**

**2.291 Existing Technology Standards**

Reserved - Addressed in Article 1.

**2.292 Acceptable Use Policy**

Reserved - Addressed in Article 1

**2.293 Systems Changes**

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

**2.300 Extended Purchasing**

**2.301 MiDEAL (Michigan Delivery Extended Agreements Locally)**

**NON-STATE AGENCY STATEMENT**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, and intermediate school district, and 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. It is the policy of the DTMB-Procurement, that the final approval to utilize any contract in this manner must come from the contract vendor. In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, and invoices will be billed to, the authorized MiDEAL member who will remit payment on a direct and individual basis in accordance with contract terms will remit payment.

Contractor has indicated that they will honor orders on this contract from State of Michigan authorized MiDEAL members according to the terms and prices quoted. It is the responsibility of the contractor to ensure the non-state agency is an authorized MiDEAL member before extending the state contract price. A list of current MiDEAL members can be found at: <http://www.michigan.gov/localgov/0,4602,7-194-28994---,00.html>

**2.302 State Employee Purchases**

Reserved

**2.303 COOPERATIVE PURCHASING**

- (a) This Contract may be extended to additional states or governmental jurisdictions (excluding MiDEAL organizations) upon mutual written agreement between the State of Michigan and the Contractor pursuant to this Section 2.303. Political subdivisions and other authorized entities (schools, libraries, colleges, universities, hospitals, etc.) within each participating state or governmental jurisdiction may also participate in this Contract if the state allows participation by such entities.
- (b) Contractor agrees to remit 4% of all licensing and professional services fees collected as a result of system implementations pursuant to this Section 2.303.



1. The Contractor must remit the administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals four percent of the total quarterly sales reported according to (b) above.
2. The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.
3. The Contractor must send the check to the following address:  
Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

## 2.310 Environmental Provision

### 2.311 Environmental Provision

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

**Environmental Purchasing Policy:** The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Labeling:** Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

**Refrigeration and Air Conditioning:** The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**Environmental Performance:** Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



**Attachment 1 – General Contractor Information**

**1.010 Contractor Information**

**1.011 Company Information**

<b>Name:</b> Periscope Holdings, Inc.				<b>Web Page:</b> www.periscopeholdings.com			
<b>Address:</b>	211 E. 7th Street, Suite 1100	<b>City:</b>	Austin, TX	<b>State:</b>	TX	<b>Zip:</b>	78701
<b>Legal Status:</b> Private Corporation			<b>Years in business?</b> 12		<b>Phone:</b> (512) 472-9062		
<b>State Incorporated:</b> DE				<b>Registered in Michigan?</b> Yes			

**1.012 Vendor contact during Contracting process**

<b>Name:</b> Ken McFarland, VP Sales & Marketing				<b>e-mail</b> kmcfarland@periscopeholdings.com			
<b>Address:</b>	211 E. 7th Street, Suite 1100	<b>City:</b>	Austin, TX	<b>State:</b>	TX	<b>Zip:</b>	78701
<b>Phone:</b>	(512) 666-9387	<b>Fax:</b>	(512) 472-9504	<b>Mobile:</b>	(512) 826-5536		

**1.013 Authorized Contract Signatory**

Person named will be sole contact for your company to receive the Contract. Include the name and telephone number of person(s) in your company authorized to expedite the proposed contract with the State.

<b>Name:</b>	Pat Stutz	<b>Title:</b>	VP Finance & Operations	<b>Phone:</b>	(512) 666-9383
<b>Name:</b>		<b>Title:</b>		<b>Phone:</b>	

**1.014 Staffing**

See staffing Article 1 for Key Personnel and Organizational Chart Attachment 2.

List of Subcontractors and Staffing:

- **Compuware – consulting and implementation services based in Michigan**

Contacts  
 Cindy Janssen  
 Managing Director, Professional Services  
 110 W Michigan Ave, Suite 650  
 Lansing, MI  
 517-267-5252  
[cindy.janssen@compuware.com](mailto:cindy.janssen@compuware.com)

Dan Hughes  
 Regional Vice President, Professional Services  
 1 Campus Martius  
 Detroit, MI  
 313-227-7300  
[dan.hughes@compuware.com](mailto:dan.hughes@compuware.com)



Headquartered in Detroit, with an additional Michigan office in downtown Lansing, Compuware will provide project management, oversight, governance and delivery resources to the eProcurement System project with their approximately 2,400 Michigan resident IT resources - all of whom have access to Compuware’s global knowledgebase and centers of excellence.

Compuware will provide the project management, oversight and governance of the implementation for the eProcurement System project for the State of Michigan. Periscope’s strategic partnership with Compuware may also be brought to bear on the eProcurement project to supplement the delivery team in other areas such as, testing, development and data conversion efforts.

- **CONTRACTOR – infrastructure and hosting services**

Contacts  
 Alen Dalton, PMP, CISM  
 Project Manager, Special Programs  
 Baltimore, MD  
 410-884-1004  
 410-884-0412 fax  
[adalton@it-cnp.com](mailto:adalton@it-cnp.com)

IT-CNP, Inc., is certified Minority Business Enterprise (MBE) headquartered in Columbia, Maryland and will function as a sub-contractor on the project with the SOM. While holding a Top-Secret facility clearance status, IT-CNP, Inc. is able to provide experienced professionals with security clearance status ranging from basic to Top Secret Clearance with Full Scope Polygraph. Their mission is to help client’s progress toward the future by assisting their implementation efforts of modern-complex technologies.

For this contract, IT-CNP is providing infrastructure and hosting services to enable the BuySpeed eProcurement software solution in a “cloud” for use by the SOM and local governments and other political subdivisions across the state.

**1.016 Contract Performance**

Periscope has not had a contract terminated for default in the last three years.

**1.017 Place of Performance**

Company/Subcontractor Name	Place of Performance - Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
Periscope	211 E. 7th Street, Suite 1100 Austin, TX	Periscope	52%
Compuware	West Michigan 110 W. Michigan Ave, Suite 650 Lansing, MI	Compuware	16%
Compuware	HQ 1 Campus Martius Detroit, MI	Compuware	See previous Compuware entry.
IT-CNP	Primary Datacenter 9160 Red Branch Road Columbia, MD	IT-CNP	21%
IT-CNP	Alternative/DR 200 W. Prospect Ave. Cleveland, OH	IT-CNP	See previous IT-CNP entry.

**1.018 Disclosure of Litigation**

Periscope confirms that there are no outstanding legal actions which would impair their ability to fulfill its contractual obligations.

Compuware is not permitted to comment on matters regarding current legal actions. Compuware confirms that there are no outstanding legal actions which would impair their ability to fulfill its contractual obligations as a subcontractor to Periscope for consulting and implementation services.

IT-CNP confirms that there are no outstanding legal actions which would impair their ability to fulfill its contractual obligations as a subcontractor to Periscope for infrastructure and hosting services.

**1.019 Former State Employees**

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

**1.020 Use of Other Sources as Subcontractors**

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

**Community Rehabilitation Organizations:** Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

**1.021 Services Needed in Performance – Principal Place of Business**

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

**1.022 Subcontractors Needed in Performance of Contract – Principal Place of Business**

Completed in Bid4Michigan Bid-Specific Certifications & Representations Online.

**1.023 MiDEAL - Extended Purchasing**

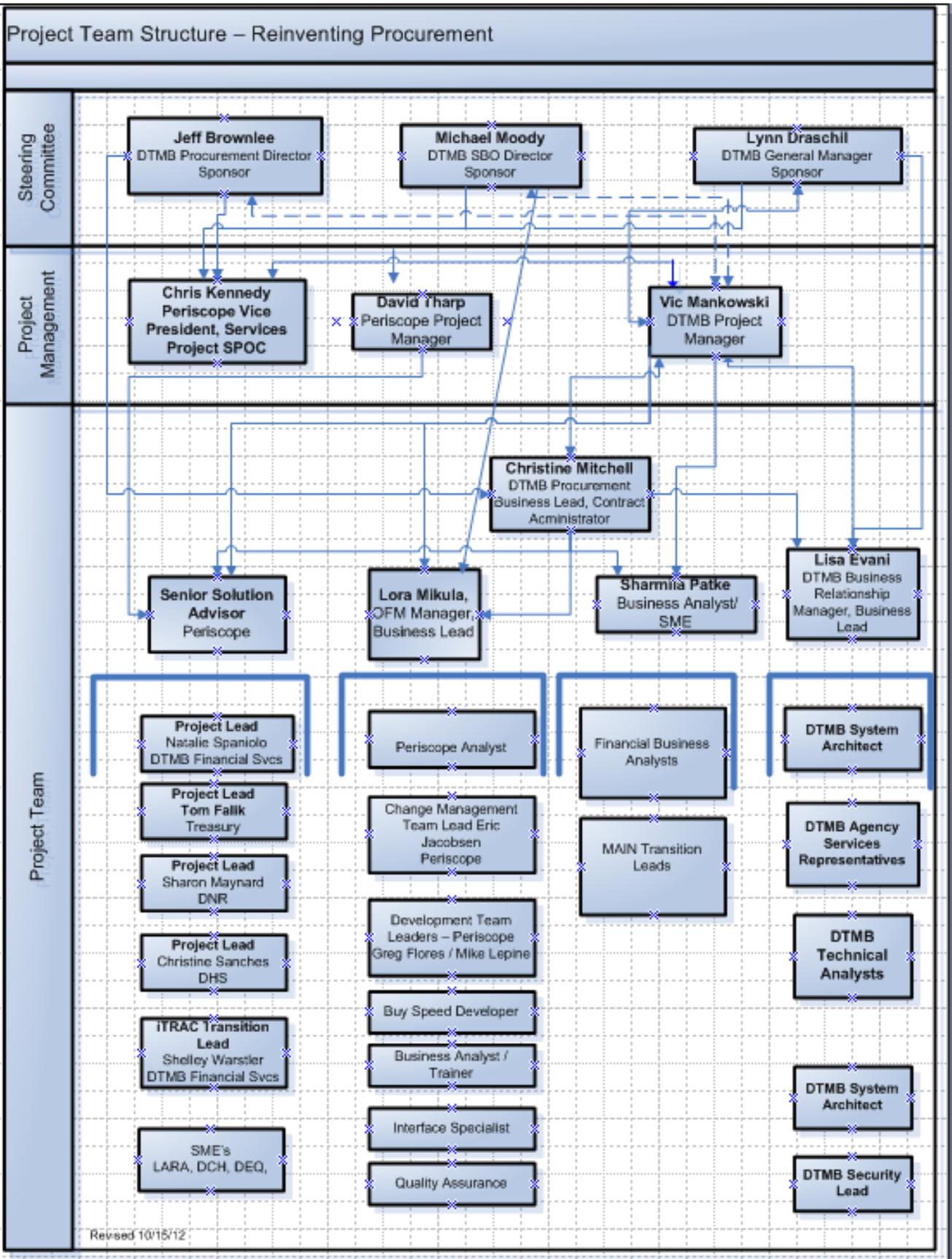
Addressed in Article 2.

**1.024 Business Owned by Qualified Disabled Veteran**

The Contractor represents that it IS NOT a disabled Veteran-owned business.



**Attachment 2 – Project Organizational Chart**





**Attachment 5 – Technical Requirements Worksheet**

**Final to be mutually agreed upon during Requirements Analysis & Confirmation phase,  
Section 1.104-I-C**



**Attachment 6 – Solution Assessment**

**See Enterprise Architecture Solution Assessment – Contractor Response**



**Attachment 7– Functional Requirements Worksheet**

**Final to be mutually agreed upon during Requirements Analysis & Confirmation phase,  
Section 1.104-I-A**



**Attachment 8 – Hosting & Security Environment Worksheet**

**See Hosting & Security Environment Worksheet – Contractor Response**





<b>Interfaces</b>	\$300,320	<table border="0"> <tr> <td>1. R*STARS</td> <td>97,715</td> </tr> <tr> <td>2. Accounting Event Download</td> <td>31,515</td> </tr> <tr> <td>3. Payment Status</td> <td>14,865</td> </tr> <tr> <td>4. Vendor &amp; Vendor Payee Extract File</td> <td>30,365</td> </tr> <tr> <td>5. Account Code Load Process</td> <td>23,190</td> </tr> <tr> <td>6. ITAM</td> <td>9,910</td> </tr> <tr> <td>7. P-card</td> <td>39,840</td> </tr> <tr> <td>8. ARTS</td> <td>52,920</td> </tr> <tr> <td><b>Total Cost of Interfaces</b></td> <td><b>\$300,320</b></td> </tr> </table>	1. R*STARS	97,715	2. Accounting Event Download	31,515	3. Payment Status	14,865	4. Vendor & Vendor Payee Extract File	30,365	5. Account Code Load Process	23,190	6. ITAM	9,910	7. P-card	39,840	8. ARTS	52,920	<b>Total Cost of Interfaces</b>	<b>\$300,320</b>	Covers all Interfaces required in RFP/Contract as well as connections to other agency systems: <ul style="list-style-type: none"> <li>• Inbound Accounting Transactions (Pre-Encumbrance, funds check, encumbrances, expenditures/disbursements, C&amp;PE)</li> <li>• Accounting Event Download</li> <li>• Payment Status</li> <li>• Valid Account Coding Block Entries</li> <li>• ITAM</li> <li>• P-card</li> <li>• ARTs</li> <li>• Other agency Procurement systems (i.e. CTP, SACWIS)</li> </ul>	To Be Billed Upon Completion and Sign Off of Deliverables Per Schedule Agreed Upon By Parties Payment Terms: Net 30
1. R*STARS	97,715																					
2. Accounting Event Download	31,515																					
3. Payment Status	14,865																					
4. Vendor & Vendor Payee Extract File	30,365																					
5. Account Code Load Process	23,190																					
6. ITAM	9,910																					
7. P-card	39,840																					
8. ARTS	52,920																					
<b>Total Cost of Interfaces</b>	<b>\$300,320</b>																					
<b>Training and Documentation</b>	201,318	1) User training – 160,580 2) User training documentation – 40,738		To Be Billed Upon Completion and Sign Off of Deliverables Per Schedule Agreed Upon By Parties Payment Terms: Net 30																		
<b>Data Conversion and Migration</b>	330,542	1) MAIN ADPICS and R*STARS open PO's and active BPO's Documents – 120,930 2) Bid4Michigan Vendors – 48,372 3) Bid4Michigan Solicitations & Docs – 80,620 4) iTRAC Open Documents & Maintenance – 80,620		To Be Billed Upon Completion and Sign Off of Deliverables Per Schedule Agreed Upon By Parties Payment Terms: Net 30																		
<b>Project Implementation</b>	3,111,444	1) Project Management 2) Requirements Analysis & Confirmation – 3) Integration of COTS w/Customized Code & External interfaces 4) Testing 5) Deployment/cutover 6) Change Management 7) Customization/configuration		To Be Billed Upon Completion and Sign Off of Deliverables Per Schedule Agreed Upon By Parties Payment Terms: Net 30 Payment Terms: Net 30																		
<b>Hosting Setup</b>	221,277			To Be Billed Upon Installation of Hardware and Sign Off of Deliverables Per Schedule Agreed Upon																		



				By Parties Payment Terms: Net 30
<b>Monthly Hosting</b>	25,851/mo.	Yr. 1- 310,212 Yr. 2- 310,212 Yr. 3- 310,212 Yr. 4- 310,212 Yr. 5- 310,212		To Be Billed On the 1 <sup>st</sup> of Each Month. Initial Payment (Full or Prorated) to Be Billed Upon Load of Software into SOM Test Environment Payment Terms: Net 30
<b>Maintenance &amp; Support Costs</b>	<b>\$2,000,000</b>	Yr. 1-0 Yr. 2-500,000 Yr. 3-500,000 Yr. 4-500,000 Yr. 5-500,000		Initial Charge To Be Billed One Year From Date of Software Load into SOM Test Environment. Payment Terms: Net 30
<b>Project Discount</b>	<b>(500,000)</b>			Discount To Be Issued Over 5 Year Term of Contract Per Agreement of All Parties



**Customization Detailed Cost Breakdown:**

The following requirements are included in the alternate pricing proposal, but are achieved through slightly different means. In the final two columns, the development services costs and the project implementation costs associated with enhancing BuySpeed to exactly meet each of the requirements (or small group of requirements) are detailed. These numbers roll into the Development Services and Project Implementation in the summary table above:

<b>Customization Table 3a</b>	<b>Process No.</b>	<b>Sub Process</b>	<b>Process</b>	<b>Area</b>	<b>Total cost (\$)</b>	<b>Services Cost (\$)</b>
<b>Open Office Integration</b>	0	105	General	Document Management		
	0	110-h	General	Document Management		
	0	125	General	Document Management		
	0	540	General	Notifications		
	2	115	Acquisition	Document Management		
	2	205	Acquisition	Forms		
	2	365	Acquisition	Information Management		
	2	525	Acquisition	Notifications		
	2	920	Acquisition	Workflow		
	2	935	Acquisition	Workflow		
	2	937-b	Acquisition	Workflow		
	2	940	Acquisition	Workflow	<b>\$290,515</b>	<b>\$309,366</b>



<b>Log Management Solution</b>	0	910-b	General	Workflow		
	5	505	Invoice Processing	Notifications		
<b>Subtotal Process</b>					<b>\$195,750</b>	<b>\$25,000</b>
<b>Homepage Work</b>	0	550	General	Notifications		
	0	551	General	Notifications		
	0	555	General	Notifications		
	2	535	Acquisition	Notifications		
	3	515	Contract Management	Notifications		
<b>Subtotal Process</b>					<b>\$31,365</b>	



**Table 2: Five Years Recurring Cost: Updates, Maintenance and Support**

No.	Cost Categories	Cost (\$)	Comments
J.	<b>COTS/SAAS Application software update cost</b>  (Includes licensing and updates each year)		Included below in the Maintenance and Support Cost.
	1. First Year (after one year warranty)		
	2. Second Year		
	3. Third Year		
	4. Fourth Year		
	5. Fifth Year		
K.	<b>Maintenance and support cost</b>  (includes all programming and DB administration functions for implementing future business requirements)		*Periscope waives the first year maintenance fee of \$500,000 for the SOM.  Annual maintenance and support cost assumes SOM licenses all of the BuySpeed modules listed in Table 1. This cost calculated at 20% of the module license fee for those modules licensed.
	1. First Year	\$-0-*	
	2. Second Year	\$500,000	
	3. Third Year	\$500,000	
	4. Fourth Year	\$500,000	
	5. Fifth Year	\$500,000	
	<b>Total Recurring Cost</b>	<b>\$2,000,000</b>	



**Time and Materials (T&T) Labor Rate Tables**  
**Future Expansion/Implementation**

<b>Customization of Application Table 9a</b>	<b>Unit cost (\$)</b>
Project management	\$205
Business analysts	\$205
System analysts	\$205
Programmer/developers	\$175
System administrators	\$205
Database administrators	\$175
Q/A Manager	\$175
Security specialist	\$175
Testers	\$155
Technical writers	\$155
CM specialists (Change Management)	\$175
System Architects	\$240
Network engineer/administrator	\$175
Software Architects	\$205
Project assistants	\$155
Web developers	Not Applicable
Application trainers	\$180
<b>Others:</b> (List) below):	
Project Management – Senior	\$240
Programmer/developers – Senior	\$210
Change Management Team Lead	\$210
Interface Specialists	\$180



Configuration of Application Table 9b	Unit cost (\$)
Project management	\$205
Business analysts	\$205
System analysts	\$205
Programmer/developers	\$175
System administrators	\$205
Database administrators	\$175
Q/A Manager	\$175
Security specialist	\$175
Testers	\$155
Technical writers	\$155
CM specialists (Change Management)	\$175
System Architects	\$240
Network engineer/administrator	\$175
Software Architects	\$205
Project assistants	\$155
Web developers	Not Applicable
Application trainers	\$180
<b>Others:</b> (List) below):	
Project Management – Senior	\$240
Programmer/developers – Senior	\$210
Change Management Team Lead	\$210
Interface Specialists	\$180



Optional Alternate Funding Model  
(Possible funding method for ongoing Hosting & Support)

Following implementation of the fixed price components of the Contract, the Contractor and the SOM may implement one of several funding models to cover the cost of ongoing hosting, services, support and/or New Work.

Model options include the following:

- Administrative fees paid by the vendor (on all contracts or only in specific circumstances, e.g. vendor pays the fee only when a local entity uses a statewide contract) and kept by the entity,
- Registration fees paid by the vendor and kept by the entity, and
- Self-funded approach where Periscope will waive all costs based upon a mutually agreed upon administrative fee. This is a zero cost to the SOM.



**Attachment 10 Failover Plan**

**See Failover Plan – Contractor Response**



**Attachment 11 Technical Architecture**

**See Technical Architecture Description – Contractor Response**



**Attachment 12 List of Software**

The following table is the list of software required to complete the Contract and make the deliverables operable. The table lists the software to be licensed by the SOM from Periscope. The table lists the software to be licensed by Periscope for the SOM eProcurement solution as defined within the Contract. The associated costs of the additional software are built into the pricing tables in Attachment 9. Contractor hosting services provider IT-CNP provides the required infrastructure, operating system and database software required to complete the contract and make the deliverables operable. The associated costs of the aforementioned software are built into the pricing tables in Attachment 9.

	Product Description	Version	Vendor
<b>SOM Licenses or Subscribes:</b>	<b>BuySpeed Software</b>		
	BuySpeed	10.x	Periscope Holdings, Inc.
<b>Periscope Licenses:</b>	<b>Auditing Software</b>		
	DB Audit 4.2 Enterprise	4.2	SoftTree Technologies
	<b>Fax Software</b>		
	Zetafax		Equisys
	Zetafax Automation Toolkit		Equisys
	<b>Middleware</b>		
	HostBridge Base		HostBridge
HostBridge Process Automation		HostBridge	



**Attachment 13 Service Level Agreement**

**See Service Level Agreement – Contractor Response**

Liquidated Damages will be assessed in the event the hosting vendor fails to fulfill the requirements of the SLA.

<b>Requirement 1</b>	<b>Scheduled Hours of On-Line Availability</b>	
<b>Description</b>	The system must be accessible by users for the schedule hours listed below for the purpose of measuring the performance standards:	
	<b>Region</b>	<b>Scheduled Hours of On-Line Availability</b>
	Development	7 a.m. – 6 p.m., Mondays – Fridays*
	Test	7 a.m. – 6 p.m., Mondays – Fridays*
	Production	7x24x365*
<b>Measurement</b>	Downtime is measured from the time a problem record is opened and the outage has been coded until the problem has been resolved and service has been restored. The vendor tool must be used to track and measure the availability objective.	

\*Times listed are exclusive of Maintenance Windows. Standard maintenance Window is 2 p.m. – 6 p.m. on Sundays

**Target Performance** 99.5% compliance with target service level

**Period of Review** Monthly

Contractor and hosting partner will meet and/or exceed the stated target performance measurement of 99.5%. Contractor will produce this metric per the review period using in-house utilities. These utilities will also monitor the availability of the application and capture this information for reporting.



Requirement 2	On-line Response Time									
Description	Both online inquiry and online update of single transactions must be achieved within the cumulative transaction response times specified below:									
	<table border="1"> <thead> <tr> <th data-bbox="482 390 917 424">Region</th> <th data-bbox="930 390 1408 424">Performance Standard</th> </tr> </thead> <tbody> <tr> <td data-bbox="482 432 917 709">Development</td> <td data-bbox="930 432 1408 709">                     &lt;0.5 sec – 85%                      &lt;1.0 sec – 90%                      &lt;2.0 sec – 94%                      &lt;3.0 sec – 96%                 </td> </tr> <tr> <td data-bbox="482 718 917 995">Test</td> <td data-bbox="930 718 1408 995">                     &lt;0.5 sec – 85%                      &lt;1.0 sec – 90%                      &lt;2.0 sec – 94%                      &lt;3.0 sec – 96%                 </td> </tr> <tr> <td data-bbox="482 1003 917 1272">Production</td> <td data-bbox="930 1003 1408 1272">                     &lt;0.5 sec – 91%                      &lt;1.0 sec – 93%                      &lt;2.0 sec – 95%                      &lt;3.0 sec – 97%                 </td> </tr> </tbody> </table>	Region	Performance Standard	Development	<0.5 sec – 85% <1.0 sec – 90% <2.0 sec – 94% <3.0 sec – 96%	Test	<0.5 sec – 85% <1.0 sec – 90% <2.0 sec – 94% <3.0 sec – 96%	Production	<0.5 sec – 91% <1.0 sec – 93% <2.0 sec – 95% <3.0 sec – 97%	
	Region	Performance Standard								
	Development	<0.5 sec – 85% <1.0 sec – 90% <2.0 sec – 94% <3.0 sec – 96%								
Test	<0.5 sec – 85% <1.0 sec – 90% <2.0 sec – 94% <3.0 sec – 96%									
Production	<0.5 sec – 91% <1.0 sec – 93% <2.0 sec – 95% <3.0 sec – 97%									
Measurement	See description above									
Target Performance	100% compliance with target service level									
Period of Review	Monthly									

Contractor will meet the on-line response time requirement for online inquiry and update of single transactions. Monitoring tools will be utilized to monitor system response times for the three environments identified: Development, Test and Production.

Contractor defines online inquiry and online update of single transactions as the request for a resource managed by the application that involves a single record within the RDBMS system. The monitoring tools will measure response times within the boundaries of the BuySpeed hosting facility and based on the definition above. This minimizes the introduction of variables outside of the hosted environment’s control. Certain features in BuySpeed process multiple transactions in a single request or integrate with other systems and therefore would not be included in the monitoring for the On-line Response Time SLAs. **Contractor will work with the State to identify the list of exclusions prior to system go-live.**



When changes are made to the production environment including hardware or software modifications, a grace period against the On-line Response Time SLAs of at least 30 days is required. This will allow the State and Contractor to review the impact of the changes and what updates, if any, are required to the exclusions list.

<b>Requirement 3</b>	<b>Network Response Time</b>
<b>Description</b>	The Contractor must perform the Processing Services in accordance with the Network Response Time Performance Standard measured as the network response time from the application host at the Contractor’s hosting center to the Lansing based vendor Router and back to the application host.
<b>Measurement</b>	Average Network Response time must be <0.125 seconds.
<b>Target Performance</b>	100% compliance with target service level
<b>Period of Review</b>	Monthly

The datacenter performs continuous monitoring of network health to ensure proper performance and early warning of potential or evolving issues impacting network performance. The monitoring tools will add a test to monitor the network response and verify continued minimal latency across public carrier connectivity between the datacenter and Lansing. Analytical reports will be provided as part of the monthly reporting package.

**Disaster Recovery Backup files:**

The datacenter uses a centralized backup tool which synchronizes backup files automatically between the primary processing location and the disaster recovery site. The use of such a tool dramatically reduces the risk incurred when relying upon physical custody for transferring storage media between physical locations. Through the use of an encrypted channel, the datacenter can provide assurance that FIPS 140-2 compliant encryption is deployed for data transfers between the two locations. Eliminating the use of magnetic tape removes the need for any courier service or transport of external storage media, thereby simplifying chain-of-custody, improving data security and removing multiple security threat vectors.

Confirmation of successful backup processing is part of daily procedures in place at the datacenter. Periodic testing of backup files to ensure their integrity and availability for use is a scheduled component of the standard operating procedures at the datacenter.

<b>Requirement 5</b>	<b>Issue Response and Resolution Time</b>		
<b>Description</b>	The Contractor must respond to and resolve issues that have been designated as vendor-owned issues within the times below, unless otherwise agreed upon by the State and the Contractor:		
	<b>ISSUE SEVERITY</b>	<b>RESPONSE TIME</b>	<b>RESOLUTION TIME</b>
	Severity 1	10 minutes	24 hours
	Severity 2	1 hour	48 hours
	Severity 3	1 day	30 days
	Severity 4	1 week	2 months
	Severity 5	2 weeks	4 months



<b>Measurement</b>	The parties must develop a mutually acceptable tracking and reporting process for this service level objective including defining categories of problems and statistics to be reported.
<b>Target Performance</b>	100% compliance with target service level
<b>Period of Review</b>	Monthly

Contractor and hosting partner will meet the stated target performance of 100%. Contractor submits the following classification scheme definitions for supporting this requirement.

Application Issues are categorized as Severity 1 – 5:

- **Severity 1:** An error resulting in the failure of the complete software system (or specific functionality) which causes a critical business impact, and for which there is no work around. In the event of a severity 1 issue, the normal process is to issue an immediate ‘hot fix’ to the environment once available. The standard turnaround time for such corrections is 24 hours. Response time will be calculated from the date and time that the issue is first reported by the SOM to the BuySpeed SOM Support Desk (email or phone call) to the point that the BuySpeed SOM Support Desk acknowledges the issue. All Severity 1 items will have a 24 hour resolution time.
- **Severity 2:** An error resulting in the failure of a key component of the software system (or specific functionality) or performance degradation which causes a major business impact, and for which there is no work around. In the event of a severity 2 issue, the normal process is to issue an immediate ‘hot fix’ to the environment once available. The standard turnaround time for such corrections is 48 hours. Response time will be calculated from the date and time that the issue is first reported by the SOM to the BuySpeed SOM Support Desk (email or phone call) to the point that the BuySpeed SOM Support Desk acknowledges the issue. All Severity 2 items will have a 48 hour resolution time.
- **Severity 3:** A defect resulting in some operational impact, but where there is a workaround alternative(s) to continue processing transactions. In the event of a severity 3 issue, it will be bundled with other severity 3 issues and delivered in a service patch release. Response time will be calculated from the date and time that the issue is first reported by SOM to the BuySpeed SOM Support Desk (email or phone call) to the point that the BuySpeed SOM Support Desk acknowledges the issue. All Severity 3 items will have a 30 day resolution time.
- **Severity 4:** A defect or configuration not critical to customer that does not impact or impair the ability to use the production system. In the event of a severity 4 issue, it will be bundled with other severity 3 or 4 issues and delivered as a service patch release. Response time will be calculated from the date and time that the issue is first reported by SOM to the BuySpeed SOM Support Desk (email or phone call) to the point that the BuySpeed SOM Support Desk acknowledges the issue. All Severity 4 items will have a 2 month resolution time.
- **Severity 5:** A request for information on a feature, function that requires a follow-up action. Response time will be calculated from the date and time that the issue is first reported by SOM to the BuySpeed SOM Support Desk (email or phone call) to the point that the BuySpeed SOM Support Desk acknowledges the issue. All Severity 5 items will have a 4 month resolution time.

Note that the above items only cover reported issues categorized as defects, errors or requests for information. Enhancement requests will be captured to the BuySpeed SOM Support Desk Portal for product roadmap consideration. A 10 minute response time will be the target service level for all issue categories when emailed or submitted directly into the BuySpeed SOM Support Desk Portal. Issues submitted via phone must be through the BuySpeed SOM Support Desk during the agreed upon business hours. After business hours, the



published after-hours support phone number will be the mechanism for reporting issues.

**Attachment 14 BuySpeed License Agreement****SOFTWARE LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”) is entered into as incorporated in State of Michigan (SOM) Contract number \_\_\_\_\_, executed on \_\_\_\_\_ between Periscope Holdings, Inc. (“Licensor”), a corporation formed under the laws of the State of Delaware, with its principal place of business at 211 East 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701-2437 and State of Michigan – Department of Technology, Management and Budget Procurement (“Licensee”) located at 2<sup>nd</sup> Floor, Mason Building, PO Box 30026, Lansing, MI 48909.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

**1. Definitions**

- 1.1 Licensed Software Products. The term “Licensed Software Products” means the computer programs, including Updates, in object code and the related users manuals and other related documentation, whether they be in printed or electronic form, all described in the Contract to which this Agreement is attached and incorporating this Agreement by this reference. “Updates” include all major and minor upgrades, as well as patches provided via valid Annual Maintenance and Support Agreements.
- 1.2 Custom Enhancements. The term “Custom Enhancements” means any changes, additions, translations, or derivations to or of the Licensed Software Products which are offered by Licensor, at the request of the Licensee, as specified in the Contract. Custom Enhancements become an integral part of the Licensed Software Products and are herein licensed to the Licensee pursuant to terms and conditions of this Agreement.
- 1.3 Agency. The term “Agency” shall mean the Licensee including all State of Michigan agencies, departments, offices, as well as all public entities, municipalities, Bid4Michigan system users and members of Michigan’s MiDEAL program, regardless of physical location.
- 1.4 Named User. “Named User” means a single employee of the Agency, or any consultant actively involved in a relevant engagement(s) who is/has been provided a login identification.
- 1.5 Concurrent Users. “Concurrent Users” means Named Users logged onto and having access to the Licensed Software Products at any given point in time. The number of concurrent users is limited by number of licenses purchased for each level of functionality. Refer to Contract Attachment 12 – Licensed Software Products for specific functions purchased by Agency.

**2. License**

- 2.1 Subject to the terms of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual, nonexclusive, royalty-free, site-wide (unlimited seats), irrevocable and nontransferable, limited license. See attachment 12 for software product list.

**3. Copies of Licensed Software Product**

- 3.1 Right to Copy; Notices. The license granted in Section 2 of this Agreement the right to download and reproduce copies of the documentation manuals and other documentation from Licensor’s website, provided all such copies are used only within the Agency, and are not distributed beyond the Agency, or otherwise made accessible by anyone other than Named Users. Furthermore, in order to protect Licensor’s trade secrets and copyrights in the Licensed Product, Licensee agrees not to attempt in any way to obliterate or destroy the trade secret or copyright notices or Licensor’s name or address which are incorporated into and made a part of the Licensed Software Products. Licensee agrees to reproduce fully the trade secret or copyright notice and the Licensor’s name and address in all copies of the Licensed



Software Products. Violation of any provision in this Subsection shall constitute Licensee's material breach of this License Agreement.

3.2 Bears Cost. Licensee alone shall bear the cost of reproducing and distributing the Licensed Software Products in accordance with the terms of this Section. Licensor shall have no obligation to expend any funds whatsoever in connection with such copying and distributing.

#### **4. Ownership of Licensed Software Product**

4.1 Licensor represents that it is, and on the date of delivery of Licensed Software Products will be, the sole owner and copyright holder of the Licensed Software Products, that it has, and on the date of the delivery of the Licensed Software Products will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Licensor is a party.

#### **5. Title to and Rights in Licensed Software Product**

5.1 Proprietary Rights. The Licensed Software Products are proprietary to Licensor, and title to them remains with the Licensor. All applicable common law and statutory rights in the Licensed Software Products, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and will remain the property of Licensor. Licensee shall have no right, title, or interest in such proprietary rights.

5.2 Restrictions. Licensee is prohibited from distributing, transferring possession of, or otherwise making available copies of the Licensed Product under the terms of this Agreement. Licensee is authorized to create ad-hoc reports from the databases managed by the Licensed Software Products, and neither such ad-hoc reports or the programs that produce them shall be considered violations of this Section. Violation of any provision of this Section shall constitute Licensee's material breach of this License Agreement.

5.3 Instruments. To protect the rights of Licensor's Licensed Software Products, Licensee, as a licensee, shall at the reasonable request of Licensor, promptly execute and assign any and all applications, including, but not limited to, copyright applications, any and all assignments, and any other instruments which Licensor deems necessary to protect or maintain Licensor's rights in the Licensed Software Products.

#### **6. Confidentiality**

6.1 No Decompilation or Disassembly. Licensor represents and Licensee hereby acknowledges that the computer programs constituting the Licensed Software Products which are embodied on magnetic or optical storage media contain confidential and trade secret material. With the exception of Web-Enabled Products (addressed separately in Section 6.3) the programs are not readily susceptible to reverse compilation or reverse assembly. Licensee and its Named Users shall not attempt to decompile or disassemble the object code of the Licensed Software Products. Licensee further agrees that it will use its best efforts to prevent de-compilation and disassembly of the object code of the Licensed Software Products by Named Users by advising Named Users of the provisions of this Subsection and by immediately reporting to Licensor and halting any reverse compilation or reverse assembly of the Licensed Software Products by any Named User of which Licensee gains actual knowledge.

6.2 Other Restrictions. Licensee agrees to maintain the confidentiality of the Licensed Software Products and to protect as a trade secret any portion of the Licensed Software Products which has not been publicly disclosed by preventing any unauthorized copying, use, distribution, installation, or transfer of possession of the Licensed Software Products as defined in Section 5.2 of this Agreement by either itself or Named Users. Licensee's obligations under this Subsection as they relate to the use of the Licensed Software Products by Named Users shall be to advise Named Users of the provisions in this Section and Section 5.2 and immediately report to Licensor and to halt unauthorized copying, use, distribution,



installation, or transfer of possession of the Licensed Software Products by any Named User of which Licensee gains actual knowledge.

6.3 Physical Security. Some Web-Enabled Software Products are not protected by compilation into machine-readable object code. If this Agreement, either now or at any time in the future, includes any of the web-enabled products as one of the Licensed Software Products, or if it includes any other Licensed Software Product which then includes one or more Web-Enabled Functions, Licensee shall insure adequate protection for the product or such other Licensed Software Product with Web- Enabled Functions.

## **7. Technical Support and Annual Maintenance and Support**

7.1 Licensor agrees to make available to Licensee an Annual Maintenance and Support Agreement which shall provide Licensee with continued access to support of a technical nature with respect to all aspects of the Licensed Software Products from the Licensor, and which shall provide Licensee with continued access to all Updates.

## **8. Escrow**

8.1 Upon request of Licensee, Licensor will escrow with a vendor selected by Licensee. Any applicable costs will be paid by Licensor.

## **9. Relationship of the Parties**

9.1 For purposes of this Agreement, Licensee is not an agent of Licensor, and Licensee has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of Licensor. Licensor has no right to control any activities of Licensee outside the terms of this Agreement.

## **10. Term of License**

10.1 This License granted by this Agreement is effective on a perpetual basis from the date of its execution by both parties unless it is terminated by either party because of the default of the other party in any obligation under this Agreement.

## **11. General**

11.1 Purchase Order. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order or other contractual document, the terms and conditions of this License Agreement shall control relative to the subject matter hereof with the exception of termination, liability and insurance, which are governed by the Contract agreement.

11.2 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

11.3 Assignment. Licensee may not assign or sublicense its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of Licensor.

11.4 Assumption by Successor to Licensor. In the event of the acquisition of Licensor's business, software, or both by a third party, Licensor agrees to make such an acquisition subject to the assumption of the terms of this Agreement by the third party.

11.5 Insolvency. In the event the Licensor's business becomes insolvent, the Licensor agrees to release the Licensee's versioned source code to the Licensee.

11.6 Waiver. The waiver or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.



## **ATTACHMENT 15 – BUYSPEED SOFTWARE MAINTENANCE & SUPPORT**

THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_ between Periscope Holdings, Inc., a corporation formed under the laws of the State of Delaware, with its principal offices at 211 East 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701-2437, and State of Michigan – Department of Technology, Management and Budget Procurement (“Licensee”), with its principal place of business at 2<sup>nd</sup> Floor, PO Box 30026, Lansing, MI 48909

WHEREAS, Licensee desires to procure software maintenance and support services from Periscope from time to time; and

WHEREAS, Periscope desires to provide such services to Licensee on the terms set forth below;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Periscope and Licensee agree as follows:

### **1. Maintenance and Support Services.**

- 1.1 Definitions in the Software License Agreement (“SLA”) apply herein. Periscope shall provide for Licensee remedial and preventative maintenance services (“Maintenance Services”) to keep the most current release of the Licensed Software Product(s) specified in the SLA in good operating condition.
- 1.2 Periscope will provide available telephone support to Licensee between 8:30 a.m. and 7:00 p.m. Eastern Time, Monday through Friday, excluding Periscope-recognized company holidays, which are limited to the following: New Year’s Day; Memorial Day; July 4; Labor Day; Thanksgiving; Friday after Thanksgiving; Christmas Eve; and Christmas. When holiday falls on a Saturday, Friday is the holiday. When holiday falls on a Sunday, Monday is the holiday. Periscope will consult with Licensee for a reasonable amount of time by telephone to assist Licensee in the use of the Software.
- 1.3 Periscope will provide assistance to properly trained authorized users. Training services are not included under this agreement.
- 1.4 Periscope will provide appropriate assistance to Licensee within a reasonable period after Licensee adequately describes a Licensed Software Product and/or Documentation problem to Periscope’s Licensee Support Group. Such assistance will be at Periscope’s expense where it determines that the reported problem is due to defects in an unaltered, most current version of a Licensed Software Product or its Documentation. If Periscope determines that the reported problem is not due to a Licensed Software Product or Documentation defect, and if Licensee requests and Periscope agrees to provide the requested service, Licensee agrees to pay Periscope’s then current prices for services Periscope provides to resolve the problem.
- 1.5 Periscope will provide Licensee with all versioned upgrades to the Licensed Software Product, which are developed and made available at no charge to other Licensees during the maintenance period.
- 1.6 Periscope will support and maintain the Licensed Software Product and Custom Enhancements as permitted under the SLA. If Licensee makes modifications, interfaces, and/or other changes to the Licensed Software Product and/or Documentation not permitted under the SLA, Periscope cannot guarantee support.
- 1.7 Periscope’s obligation to provide Maintenance and Support Services pursuant to this agreement is dependent upon:



- (i) The existence of a valid SLA in effect between Periscope and Licensee;
  - (ii) The performance by Licensee of all of its obligations as set forth in the SLA and in this agreement.
  - (iii) Proper training of Authorized Users
- 1.8 Periscope shall not be obligated to provide Maintenance and Support Services pursuant to this Agreement that are required by any of the following:
- (i) Abuse, misuse, accident, neglect; or
  - (ii) Repairs, alterations, and/or modifications which are not permitted under the SLA and which are not performed by Periscope or its agents; or
  - (iii) Use of materials not meeting Periscope's requirements;
  - (iv) Use of the Licensed Software Product for other than the intended purpose for which licensed and designated.
- 1.9 Periscope may refuse to provide Maintenance and Support Services where, in Periscope's opinion, a condition exists that represents a hazard to the safety of its employees or agents.
- 2. Initial Term; Commencement; Renewal.**  
**This Agreement is intended to commence at the time of delivery of the related Licensed Software Product(s). Therefore, Maintenance and Support Services shall commence on the first business day following software installation, or ninety (90) days after delivery of the Licensed Software Product, whichever shall occur first,** subject to the approval of Periscope and payment in advance of any applicable fee(s). This Agreement shall have an initial term of five (5) years with options to renew per Section 2.002 of this Contract. Maintenance and Support Services renewal is contingent on annual payment of fees, Licensee not being in default hereunder or under the SLA, and a valid Licensee contract.
- If Maintenance and Support Services have terminated because of non-renewal or non-payment, and Licensee desires to reinstate Services, Periscope will reinstate such Services within 24 (twenty-four) months after termination of Maintenance and Support Services only after completion of all of the following:
- (i) An evaluation by Periscope of Licensee's current status and, if necessary, updating of the Licensed Software Product(s) to a serviceable revision; and
  - (ii) Licensee pays Periscope: (a) all undisputed invoices, (b) the annual Maintenance and Support Services fee for the next one year period, and (c) if Maintenance and Support Services have been terminated for more than 60 (sixty) days, a "Reinstatement Fee" equal to 2% of the Contract price for the Licensed Software Product(s) for each month not under Maintenance and Support Services.
- 3. Prices and Terms of Payment**
- 3.1 The prices set forth in the Contract apply for the term of the Contract. Periscope will advise Licensee at least thirty (30) days prior to the expiration of a term of the prices applicable to the subsequent term. Each annual installment is due and payable in advance, net thirty (30) days from invoice date.
- 4. Additional Services**
- 4.1 If Periscope agrees to perform services requested by Licensee, which are not included as a part of this Agreement, such services shall be billed to Licensee at prices and terms determined by Periscope in accordance with the Contract.
- 5. Updates and New Products**
- 5.1 Updates, consisting of one copy of modifications and improvements to each Licensed Software Product and/or Documentation, which are provided to other licensees of the Licensed Software Product and



which Periscope determines are required to achieve the specifications published by Periscope for the Licensed Software Product and/or Documentation will be provided at no additional cost. Licensee acknowledges that Periscope will maintain the most current version of the Licensed Software Product in addition to the prior numbered version (i.e. v10.0 and v9.0).

New products are determined and defined solely by Periscope and are not covered by fees already paid by Licensee.

## **6. Excluded Services**

### **6.1 Excluded services include:**

- (i) Periscope does not itself provide hardware maintenance unless pre-arranged for a fee. In addition, services connected with relocation of the Licensed Software Product from the Designated Equipment or reconfiguration of same or Licensee-induced problems associated with the Designated Equipment are excluded. The cost of tools, supplies, accessories, media, and other expendables required by Periscope to perform the Maintenance Services are excluded.
- (ii) Training
- (iii) Support of third-party applications

## **7. Licensee Responsibilities**

### **7.1 Licensee shall:**

- (i) Notify Periscope promptly by telephone or email of Licensed Software Product problems and provide follow-up reports in writing. Periscope will confirm receipt of any electronic problem notification within twenty-four (24) hours of receipt and, in the absence of such a confirmation, Licensee shall promptly re-transmit such report;
- (ii) Allow Periscope full and unrestricted access to all Designated Equipment at the Designated Sites and other communication facilities and provide Periscope reasonable workspace and storage and other normal and customary facilities;
- (iii) Provide Periscope with reasonable assistance as requested and insure that an employee of Licensee is present during Service;
- (iv) Provide sufficient support and test time on Licensee's computer system to duplicate the problem, certify that the problem is due to the Licensed Software Product and, when repairs are complete, certify that the problem has been repaired;
- (v) Provide sufficient data to Periscope to reproduce the problem on another computer at Periscope's Licensee support center. Periscope will retain a copy of the data to use for validation of future releases of Periscope Products unless specifically directed not to do so in writing by Licensee.
- (vi) In the event an issue has been reported to Periscope and in turn has been diagnosed and tied to third-party functionality and/or integrations (i.e. reporting, faxing, custom interfaces etc.), it will be the Licensee's responsibility to engage all appropriate parties for further troubleshooting and final resolution. This includes Licensee's personnel and third-party vendors responsible for the development, implementation, and support of the specific functionality.



**ATTACHMENT 16 – LOCAL PARTICIPATION SUBSCRIPTION FEES**

Both parties agree to enter into this agreement as of \_\_\_\_\_ (“Effective Date”).

Service. Pursuant to the State of Michigan license agreement, Periscope will provide local Michigan government agencies (the “Customer”) with first-line support via a subscription-based service (the “Service”).

Term. The term of this agreement is from \_\_\_\_\_ through \_\_\_\_\_.

Subscription Fee. All Subscription Fees will be priced based on Pricing Table I herein.

Implementation Services. Implementation Service Fees will be quoted to each Customer desiring to participate in this Agreement per the state’s contracted rates in Pricing Table II herein.

Fee to State. State may charge an administrative fee to Periscope for Subscription Fees and Implementation Services billed to the Customer under terms of this Agreement.

If a fee is charged, remittance will be made as follows:

1. The Contractor must remit the administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals four percent of the total quarterly sales reported according to (b) above.
  
2. The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.
  
3. The Contractor must send the check to the following address:  
 Department of Technology, Management and Budget  
 Financial Services – Cashier Unit  
 Lewis Cass Building  
 320 South Walnut St.  
 P.O. Box 30681  
 Lansing, MI 48909

**Pricing Table I**

<b>Base</b> - Vendor Management - Solicitation Management (includes RFx, ITB, Reverse Auction) - Basic Purchasing (1 user) - Business Intelligence	\$ 8,249.00	Per entity
<b>Additional Users:</b>		
Basic Purchasing	\$ 1,375.00	Per user
Basic Bidder	\$ 413.00	Per user
Department Access	\$ 50.00	Per user
Audit	\$ 33.00	Per user
Inventory	\$ 1,205.00	Per user
Accounts Payable	\$ 347.00	Per user



**Pricing Table II**

<b>Component</b>	<b>Subscription Fee</b>	<b>Description of Fee</b>
<b>Base</b>	\$ 8,249	Per entity
- Vendor Management		
- Solicitation Management (includes RFX, ITB, Reverse Auction)		
- Basic Purchasing (1 user)		
- Business Intelligence		
<b>Additional Users:</b>		
<i>Basic Purchasing</i>	\$ 1,375	Per user
<i>Basic Bidder</i>	\$ 413	Per user
<i>Department Access</i>	\$ 50	Per user
<i>Audit</i>	\$ 33	Per user
<i>Inventory</i>	\$ 1,205	Per user
<i>Accounts Payable</i>	\$ 347	Per user
<b>Integration to Entity Financials:</b>		
<i>File Integration Module</i>	\$ -	No charge
<i>Batch Integration Module</i>	\$ 20,000.00	Per entity license fee
<i>Real-Time Integration Module</i>	\$ 70,000.00	Per entity license fee
<b>Note - implementation services for BuySpeed are NOT included in the Subscription.</b>		
<b>Customization and Integration Activities</b>	<b>Rate</b>	<b>Description</b>
Project Management	\$ 205.00	per hour rate
Application Exploration	\$ 205.00	per hour rate
Trainers	\$ 155.00	per hour rate
Interface Development		
Design	\$ 175.00	per hour rate
Programming	\$ 175.00	per hour rate
Testing	\$ 175.00	per hour rate
Custom Modification Programming		
Design	\$ 175.00	per hour rate
Programming	\$ 175.00	per hour rate
Testing	\$ 175.00	per hour rate
Interface / Modification Acceptance	\$ 175.00	per hour rate
Documentation	\$ 155.00	per hour rate
Go-Live Support	\$ 175.00	per hour rate



**Exhibits**

[Exhibit A-3: Agency Sample Documents – See RFP Records](#)

[Exhibit A-8: Screen Shots iTRAC, Bid4Michigan and MAIN – See RFP Records](#)

Exhibit B: Retention Schedules

Exhibit C: Interface Requirements

Exhibit D: Contract Management Toolkit



**Exhibit B – State of MI Retention Schedules**

**State of Michigan  
Department of History, Arts and Libraries - Records Management  
Records Retention and Disposal Schedule**

DeptCode      DeptName  
/07/ACQ/      Acquisition Services - Purchasing

Item Number	Series Title	Agency Retention	Total Retention	State Administrative Board Approval Date
26356 -	<u>Contract (BPO) Bid Files</u>	CR+/06	EXP+3	12/07/1999

These records consist of the responses received from vendors to multi-year contract bids solicited by Acquisition Services. They will document responses which have not been awarded a contract. The files will be retained until contract expiration (EXP) plus three years.

28515 -	<u>Unopened, Cancelled or Late Bids</u>	ACT	ACT	05/20/2003
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This record will document bids submitted by vendors and received by Acquisition Services. These bids remained unopened due to cancellation of the bid opening process or because they have been received after the submission deadline date. The records are returned to the vendor unopened (ACT).

2901 -	<u>Appeal Letters</u>	CR+2	CR+7	04/02/1996
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This record will document appeals received by this office from vendors who have submitted bids and were not awarded contracts.

2903 -	<u>Purchasing Letters</u>	IND	IND	04/02/1996
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This file will contain copies of policy and procedure letters issued by this office to state agencies. These letters are used for historical reference.

ACT = Active      CR = Creation      EXP = Expiration      FY = Fiscal Year  
SUP = Superseded      EVT = Event      DISP = Immediate Disposal



/07/ACQ/ Acquisition Services - Purchasing

Item Number	Series Title	Agency Retention	Total Retention	State Administrative Board Approval Date
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2904	- <u>Invitations to Bid (ITB'S) (Supersedes Item #3)</u>	CR+1	CR+5	04/02/1996
------	--	------	------	------------

These records are maintained in ITB number order and will document bids received by this office from vendors to provide products for one time purchases made by state agencies. The records may include the winning bid, bid synopsis/buyer evaluation, disqualified bids, invitation to bid (yellow copy), product samples, etc.

2906	- <u>Extended Purchasing File</u>	EXP	EXP	04/02/1996
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Some political subdivisions extend their purchasing ability by participating in contracts awarded by the State of Michigan. They are then able to purchase products at the same price that was negotiated for state agencies. This file may contain copies of contracts (the original is in the Contract File), product specifications, and product samples/brochures which are used by this office for distribution when inquiries are received from political subdivisions about the purchase of specific products. These files are maintained in contract number order.

2912	- <u>Invoices</u>	CR+1	CR+5	04/02/1996
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This file will document billings to state agencies for the costs incurred by those agencies when physically moving offices. The file will contain a job number notice, invoice, a copy of the billing, a request for moving, billing detail, etc.

ACT = Active      CR = Creation      EXP = Expiration      FY = Fiscal Year  
 SUP = Superseded      EVT = Event      DISP = Immediate Disposal



**GENERAL SCHEDULE #6 – Accounting and Purchasing Records**

The purpose of this Retention and Disposal Schedule is to provide uniform and consistent retention periods for accounting and purchasing records common to all state agencies. This schedule will provide the legal authority to destroy records and will assist state agencies in understanding the retention standards for these common records, as prescribed by the Department of Management and Budget, Records and Forms Management Services Division. State agencies are not required to create these records if they are not already doing so in the course of normal business activity.

Records included in this Retention and Disposal Schedule need not be included in the Retention and Disposal Schedule developed for a specific state agency.

The approved retention periods for online MAINFACS reports distributed electronically by the Report Management and Distribution System (RMDS) and the identification of records defined as the "Official Books" of the State of Michigan are included in the Retention and Disposal Schedule approved October 5, 1999 for the Department of Management and Budget, Michigan Administrative Information Network (MAIN). That schedule will assist state agencies in understanding the length of time that online MAINFACS reports are retained on the MAIN system.

Deborah A. Devine  
 Deborah A. Devine, Assistant Attorney General  
 Department of Attorney General, State Affairs

1/4/01  
 (Date)

Linda Hagan  
 Linda Hagan, Director of Administration  
 Office of the Auditor General

2/16/2001  
 (Date)

Sandra S. Clark  
 Sandra Clark, Director, Michigan Historical Center  
 Department of State

3/3/01  
 (Date)

James B. Kinsella  
 James Kinsella, Director, Records and Forms Management  
 Department of Management and Budget

12-19-00  
 (Date)

**APPROVED**  
 State Administrative Board

3-20-01  
 (Date)

**STATE OF MICHIGAN RECORDS & FORMS MGT.  
 Records Retention and Disposal Schedule**

Item Number	Title and Description	Retain at Agency	Total Retention (in years)
GS6.01	<p><u>Payment Records</u></p> <p>This record will document payment transactions processed electronically in the Michigan Administrative Information Network (MAIN) by state agencies. Payments may be related travel, inter agency billings, contracts, vendors, manual warrants, procurement cards, etc. The records may include original hard copy and electronic invoices, billings, packing slips, receivers, approvals, procurement logs, statement reconciliation's, etc. (Screen prints from MAIN may be a part of this record, but are not required as part of the official documentation).</p>	FY+1	FY+7



GS6.03     **Contracts (Original)**     EXP     EXP+6  
 This record will contain original contracts documenting agreements between state agencies and vendors. The records will be retained until contract expiration (EXP) plus six years.

GS6.05     **Year-end Closing Records**     FY+1     FY+7  
 These records are used to support the year-end closing function. The records may include correspondence, documentation describing closeout problems and resolution, accounts receivable documents, accounts payable documents, R\*STARS encumbrances, fixed assets, agency interim assessment/closeout checklist, etc. (Reports from MAIN may be a part of this record, but are not required as part of the official documentation).

**STATE OF MICHIGAN RECORDS & FORMS MGT.  
 Records Retention and Disposal Schedule**

Item Number	Title and Description	Retain at Agency	Total Retention (in years)
GS6.07	<b><u>DMB Approvals for Payment</u></b> This record will contain DMB approvals to pay prior year payments over \$1000, in the current year, because they were not set up as an accounts payable in the prior year.	FY+1	FY+7
GS6.08	<b><u>Stopped, Cancelled, Undeliverable and/or Reissued Warrants</u></b> This record may contain signed affidavits and may also include other applicable backup documentation deemed necessary by the agency. The record may also include any reissued payroll warrants.	FY+1	FY+7



GS6.11     **Procurement Card Billing Statements**     FY+1     FY+5  
 This record will contain billing statements and supporting documentation detailing purchases made with a procurement card.

GS6.12     **Billing Summary**     FY+1     FY+5  
 This record will contain copies of billing statements that provide a summary of department purchases.

**STATE OF MICHIGAN RECORDS & FORMS MGT.  
 Records Retention and Disposal Schedule**

Item Number	Title and Description	Retain at Agency	Total Retention (in years)
GS6.13	<b><u>Procurement Card Log</u></b> This log will contain a description of each purchase, vendor name, total transaction amount, date received, etc. and will document the status of purchases made with a procurement card.	FY+1	FY+5
GS6.14	<b><u>Purchase Orders</u></b> This record will include purchase requisitions and purchase orders.	FY+1	FY+7
GS6.15	<b><u>Job Tickets</u></b> This record is generated through MAIN and is used to order supplies. The record may also include an Advice of Change.	FY+1	FY+5



**GENERAL SCHEDULE #5 - Administrative Records**

This Retention and Disposal Schedule revises and amends General Schedule #5 that was approved on January 17, 2006.

This Retention and Disposal Schedule covers **general administrative records** that are common to most offices in state government. The records that are described on the attached pages are deemed necessary (1) for the continued effective operation of state government, (2) to constitute an adequate and proper recording of its activities, and (3) to protect the legal rights of the government of the State of Michigan and of the people. We, the undersigned, believe that this schedule meets the administrative, legal, fiscal and archival requirements of the State of Michigan.

Thomas Schimpf 8/23/10  
 Thomas Schimpf, Assistant in Charge  
 Department of Attorney General, State Operations Division (Date)

Paul Green 9/23/10  
 Paul Green, Director of Administration  
 Office of the Auditor General (Date)

Debra Gearhart 6/17/2010  
 Debra Gearhart, Director  
 Department of Technology, Management and Budget, Records Management Services (Date)

Mark Harvey 7/26/10  
 Mark Harvey, State Archivist  
 Department of Natural Resources and Environment, Archives of Michigan (Date)

APPROVED 10/19/2010  
 State Administrative Board (Date)



**State of Michigan**  
**Department of Technology, Management & Budget - Records Management Services**  
**Records Retention and Disposal Schedule**

*General Schedule #5--Administrative Records*

<b>Item Number</b>	<b>Series Title</b>	<b>Agency Retention</b>	<b>Total Retention</b>	<b>State Administrative Board Approval Date</b>
GS5.0	<u><b>Introduction</b></u>			
<p>Agencies of the State of Michigan should use this general retention schedule for common administrative records. Records not listed on this and other general schedules shall be listed on an agency-specific schedule before they are disposed of.</p> <p>Records are created using a variety of tools and technologies, and may exist in many different formats; including paper, microfilm, photographs, and electronic files. Regardless of the format that a record may exist in, all records are retained according to their content, and the purpose for which they are created and used. General retention schedules do not specify in which formats a particular records series may exist. However, agencies must select a particular format to store their official records in, and ensure that the official copy of the record is retained in accordance with the retention periods specified in the schedule.</p> <p>Please contact the Records Management Services at (517) 335-9132, or online at <a href="http://www.michigan.gov/recordsmanagement/">http://www.michigan.gov/recordsmanagement/</a> for further information.</p>				
GS5.00	<u><b>Transitory Correspondence</b></u>	CR+0/1	CR+0/1	3/20/2001
<p>Transitory correspondence is written communication of short term interest which has no documentary value and need not be retained more than 30 days. This type of correspondence message has limited administrative and evidential value which is lost soon after the communication is received. Transitory messages do not set policy, establish guidelines or procedures, certify a transaction or become a receipt. Examples of transitory correspondence include letters of transmittal that do not add information to the transmitted materials, routine requests for information which require no administrative action, policy decision, special compilation or research. This type of record also includes invitations to work-related events, notifications of an upcoming meeting, and similar records.</p>				
GS5.04A	<u><b>Meeting Records--Open Meetings of Public Bodies</b></u>	CR	CR+5	1/17/2006
<p>These records document the official activities of public bodies that are subject to the provisions of the Open Meetings Act (such as official governing boards, commissions, committees, advisory boards, task forces or other legislatively mandated decision-making bodies). These records include original approved (sometimes signed) meeting minutes, agendas, audio/visual recordings, and other supporting documentation. Audio/visual recordings may be destroyed after the meeting minutes are approved. These records do not include meeting notices, bulletins, or documentation of expenditures.</p>				
<p><b>Transfer to the Archives of Michigan</b></p>				



GS5.05 - Meeting Records--Internal Agency Staff CR+2 CR+2 3/20/2001

These records may include meeting minutes, agendas, and distribution materials related to staff meetings consisting of members that are entirely or primarily internal to one agency.

GS5.06 - Freedom of Information Act (FOIA) Records CR+1 CR+1 3/20/2001

These records will document requests for information and public records maintained by state agencies. They may include requests for information, correspondence, a copy of the information released, and billing documentation.

GS5.08 - Audit Records CR CR+5 3/20/2001

These records document audits conducted by the Auditor General, external auditors (such as federal government agencies and third parties), and internal auditors. They may include preliminary and final reports, reconciliation reports, department responses, correspondence, and other supporting documentation.

Official audit records that are prepared by the Auditor General are maintained by their office, and copies of each audit report are provided to the Library of Michigan.

GS5.09 - Legislative Records ACT ACT+5 10/19/2010

These records document departmental involvement in the legislative process both at the state and federal levels. They may include copies of House and Senate bills, bill analyses, program bulletins, and related correspondence. They do not include the records maintained by the Legislature. ACT = until the legislation is passed or abandoned.

GS5.29 - Delegations of Authority ACT ACT+10 10/19/2010

These records document when an individual or entity delegates its authority to conduct or approve an action or activity to another individual or entity. They may include correspondence and supporting documentation. ACT = retain until the delegation of authority expires, is replaced or is revoked.



10/21/2010

**APPENDIX A**  
**General Schedule #5.02A—Administrative Subject Files**  
**(Transfer to Archives of Michigan)**

The offices listed below should transfer their subject file materials to the Archives of Michigan for permanent preservation five years after topics become inactive.

**AGRICULTURE**

Director  
Deputy Director

**ATTORNEY GENERAL**

Attorney General  
Chief Deputy Attorney General

**CIVIL RIGHTS**

Director  
Deputy Directors  
American Indian Specialist

**CIVIL SERVICE COMMISSION**

State Personnel Director

**COMMUNITY HEALTH**

Director  
Surgeon General  
Chief Deputy Director  
Chief Medical Executive  
Chief Administrative Officer for Public Health Administration  
Director for Mental Health and Substance Abuse Administration  
Director for Medical Services Administration  
Director for Health Policy and Regulation Administration  
Director, Drug Control Policy  
Director, Office of Services to the Aging  
Directors of the following mental health facilities:  
Kalamazoo Psychiatric Hospital, Caro Center, Ionia State Hospital (closed),  
Oakdale Center for Developmental Disabilities (closed), Traverse City State  
Hospital (closed), Ypsilanti State Hospital (closed), Lafayette Clinic (closed),  
Clinton Valley Center (closed), Coldwater State Home and Training School  
(closed), Newberry State Hospital (closed), Howell State Hospital (closed),  
Gaylord State Home (closed)

**CORRECTIONS**

Director  
Chief Medical Officer  
Deputy Director, Correctional Facilities Administration



10/21/2010

Deputy Director, Field Operations Administration  
Deputy Director, Operations Support Administration  
Deputy Director, Planning and Community Development Administration

Wardens of the following prisons:

Florence Crane Women's Facility, Ionia Maximum Correctional Facility, Michigan Reformatory, State Prison of Southern Michigan (closed), Marquette Branch Prison

#### EDUCATION

State Board of Education  
Superintendent of Public Instruction  
Deputy Superintendent for Administrative and Support Services  
Deputy Superintendent for Education Services  
Library of Michigan, State Librarian

#### ENERGY, LABOR AND ECONOMIC GROWTH

Director  
Deputy Directors (4 positions, as of January 2010)  
Michigan Economic Development Corporation, Director

#### EXECUTIVE OFFICE

Governor  
Lt. Governor  
Chief Operating Officer  
General Counsel  
Policy Director  
Communications Director  
Legislative Affairs Director

#### HUMAN SERVICES

Director  
Chief Deputy Director  
Deputy Director, Adult and Family Services  
Deputy Director, Children's Services  
Director, Juvenile Justice  
Director, Interagency and Community Services

#### MILITARY AND VETERANS AFFAIRS

Director/Adjutant General  
Assistant AG, Army Guard  
Assistant AG, Air Guard  
Assistant AG, Veterans Affairs  
Assistant AG, Homeland Security



## NATURAL RESOURCES AND ENVIRONMENT

Director  
Chief of Staff  
Director, Parks and Recreation Division  
Director, Wildlife Division  
Director, Fisheries Division  
Director, Office of the Great Lakes  
Director, Michigan Historical Center  
Director, Mackinac State Historic Parks

## SECRETARY OF STATE

Secretary of State  
Chief of Staff/Chief Operating Officer

## STATE POLICE

Director  
Deputy Director for Administrative Services Bureau  
Deputy Director for Field Services Bureau  
Deputy Director for State Services Bureau

## TECHNOLOGY, MANAGEMENT AND BUDGET

Director/Chief Information Officer  
Chief Deputy Director  
State Budget Director  
Office of the State Employer, Director

## TRANSPORTATION

Director  
Chief Deputy Director  
Chief Administrative Officer  
Chief Operations Officer  
Bureau Director for Transportation Planning  
International Bridge Authority  
Mackinac Bridge Authority

## TREASURY

State Treasurer  
Chief Deputy Treasurer  
Bureau of State Lottery, Commissioner  
Michigan Gaming Control Board, Executive Director



**Exhibit C: RSTARS Interface Requirements**

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**INBOUND ACCOUNTING TRANSACTIONS**

The information below identifies the required information by transaction type for interfacing with the statewide accounting system.

**VOUCHER**

Program: PCHL0459

BATCH_DEPARTMENT	CHARACTER(03)	VOUCHER_ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' or 'X' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
DOCUMENT_DATE	CHARACTER(08)	SAME AS EFFECTIVE_DATE.
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. DEFAULTS TO CURRENT DATE IF LEFT BLANK.
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	
- PROCESS_MINUTE	CHARACTER(02)	



DISTRIBUTION_METHOD_INDICATOR	CHARACTER(01)	MUST BE SPACE OR 'R' UNLESS A MANUAL WARRANT OR WIRE. MUST BE 'M' FOR MANUAL WARRANTS AND WIRES. A MANUAL WARRANT IS A WARRANT WRITTEN OUT OF A CHECK BOOK, AND NOT PRINTED THROUGH R*STARS. ALSO 'L' FOR LOCAL WARRANT
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE APPROPRIATION YEAR IN THE KEY OF THE INDEX SHOULD MATCH THE APPROPRIATION YEAR CODED IN THE TRANSACTION.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. NORMALLY REQUIRED FOR ALL TRANSACTIONS. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.



INVOICE_NUMBER	CHARACTER(14)	A NUMBER REFERRING TO THE VENDOR'S INVOICE. IF USED, THIS FIELD MUST BE LEFT JUSTIFIED. THIS FIELD IS PRINTED ON THE WARRANT REMITTANCE ADVICE.
INVOICE_DATE	CHARACTER(08)	THE DATE ON WHICH THE INVOICE WAS ISSUED. THIS FIELD IS PRINTED ON THE WARRANT REMITTANCE ADVICE.
INVOICE_DESCRIPTION	CHARACTER(30)	DESCRIPTION OF THE INVOICE.
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.
DEPARTMENT	CHARACTER(03)	FINANCIAL AGENCY OR AGENCY OF THE CODING BLOCK
MODIFIER	CHARACTER(01)	INDICATES IF THE TRANSACTION IS INTENDED TO BE A FULL OR PARTIAL LIQUIDATION OF THE REFERENCE DOCUMENT. THIS FIELD IS REQUIRED IF THE TRANSACTION CODE USED REQUIRES IT. VALID VALUES ARE:  SPACE WHEN NOT REQUIRED  'F' FOR FINAL LIQUIDATION  'P' FOR PARTIAL LIQUIDATION  'A' TO ACTIVATE A PREVIOUSLY CLOSED DOCUMENT  'C' TO CLOSE A DOCUMENT TO PRECLUDE FURTHER POSTING.
DOCUMENT_DEPARTMENT	CHARACTER(03)	VOUCHER_ID (1:3) THE AGENCY OF THE VOUCHER
DUE_DATE	CHARACTER(08)	THIS IS THE DATE THAT THE PAYMENT IS DUE. THIS CAN BE BLANK.  IF DATE IS ENTERED IT MUST BE GREATER THAN, OR EQUAL TO, THE CURRENT DATE.
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	VOUCHER_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER REPRESENTS ACCOUNTING LINE NUMBER.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION. AMOUNT IS ALWAYS POSITIVE AND GREATER THAN ZERO.
DISCOUNT	NUMERIC(11V2)	MUST BE ZEROES OR VALID AMOUNT.
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER



VENDOR	CHARACTER(10)	IDENTIFIES A PAYEE OR CUSTOMER. REQUIRED FOR MOST PAYMENT TRANSACTIONS. IT IS A TEN DIGIT NUMBER (IT MUST EXIST ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPIC5 PCHL5200).
VENDOR_SUFFIX	CHARACTER(03)	IDENTIFIES DIFFERENT ADDRESSES OF A VENDOR. VENDOR SUFFIX IS OFTEN REFERRED TO AS “MAIL CODE”. MUST BE A VALID VENDOR SUFFIX THAT EXISTS ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPIC5 PCHL5200. IF THE VENDOR NUMBER BEGINS WITH AN ALPHA DO NOT SEND A MAIL CODE.
WARRANT_NUMBER	CHARACTER(09)	THE NUMBER WHICH UNIQUELY IDENTIFIES EACH WARRANT. THIS FIELD SHOULD BE LEFT BLANK UNLESS DISBURSEMENT METHOD INDICATOR IS ‘M’ AND MANUAL WARRANT IS BEING ISSUED.
PAYMENT-DISTRIBUTION-TYPE	CHARACTER(02)	REQUIRED FOR PAYMENT TRANSACTIONS. DETERMINES IF A TRANSACTION IS A WARRANT, WIRE, OR EFT, AND IF IT CAN BE OFFSET IN R*STARS. TREASURY MUST PRE-AUTHORIZE WIRES. VALID PAYMENT DISTRIBUTION TYPES ARE:  MX - WARRANT  DX - EFT  SX - SPECIAL HANDLING (WARRANTS)  BX - WIRES  WHERE X IS A VARIABLE.  SEE R*STARS D50 PROFILE FOR ADDITIONAL INFORMATION.  PDT OF DX IS NOT ALLOWABLE WITH SIDE DOOR TRANSACTIONS.
BANK_ID	CHARACTER(03)	LOOKS UP THE ABA (AMERICAN BANKING ASSOCIATION) BANK NUMBER. REQUIRED FOR PAYMENTS AND RECEIPTS. MUST EXIST IN D56 BANK ID PROFILE. MUST ALSO EXIST IN R*STARS 96A SECURITY PROFILE FOR THE OPERATOR ID.
IT_DETAIL_FILE_INDICATOR_SWITCH	CHARACTER(01)	‘2’ = PROCESS ALL
FUND-CONTROL-OVERRIDE	CHARACTER(01)	BLANK OR ‘W’. SHOULD BE SPACE NORMALLY. A VALUE OF ‘W’ REQUIRES PRIOR APPROVAL FROM OFFICE OF BUDGET AND OFFICE OF FINANCIAL MANAGEMENT AND IS ESTABLISHED IN R*STARS 96A PROFILE.
IRS-INDICATOR	CHARACTER(01)	MUST BE SPACE.  IDENTIFIES IF A PAYMENT IS APPLICABLE TO 1099 REPORTING. THIS IS ALWAYS INFERRED FROM THE OBJECT CODE.
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE OF THIS FIELD IS DEPENDENT ON THE MODIFIER. IF IT’S A FINAL VOUCHER THE ENTIRE ENCUMBRANCE AMOUNT IS LIQUIDATED, OTHERWISE IT’S THE SAME AS THE TRANSACTION AMOUNT.



**VOUCHER AND DIRECT VOUCHER – DOCUMENT TRACKING**

Program: DAFMOUDC from PCHL0365 or PCHL0390

BATCH_DEPARTMENT	CHARACTER(03)	DOCUMENT ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' OR 'X' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.
DEPARTMENT	CHARACTER(03)	AGENCY OF THE CODING BLOCK OR FINANCIAL AGENCY
DOCUMENT_DEPARTMENT	CHARACTER(03)	DOCUMENT_ID (1:3) THE AGENCY OF THE DOCUMENT
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	DOCUMENT_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION. AMOUNT IS ALWAYS POSITIVE AND GREATER THAN ZERO.
REVERSE	CHARACTER(01)	A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:  'R' FOR TRANSACTION REVERSAL  SPACE FOR THE REST



CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
VENDOR_NUMBER	CHARACTER(10)	IDENTIFIES A PAYEE OR CUSTOMER. REQUIRED FOR MOST PAYMENT TRANSACTIONS. IT IS EITHER A TEN DIGIT NUMBER IT MUST EXIST ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200.
VENDOR_SUFFIX	CHARACTER(03)	IDENTIFIES DIFFERENT ADDRESSES OF A VENDOR. VENDOR SUFFIX IS OFTEN REFERRED TO AS “MAIL CODE”. MUST BE A VALID VENDOR SUFFIX THAT EXISTS ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200.
BANK_ID	CHARACTER(03)	LOOKS UP THE ABA (AMERICAN BANKING ASSOCIATION) BANK NUMBER. REQUIRED FOR PAYMENTS AND RECEIPTS. MUST EXIST IN R*STARS D56 BANK ID PROFILE. MUST ALSO EXIST IN R*STARS 96A SECURITY PROFILE FOR THE USER ID.
TD_WARRANT_WRITING_INDICATOR	CHARACTER(01)	THE VALID WARRANT WRITING INDICATOR VALUES ARE AS FOLLOWS  0-NO PAYMENT  1-POSITIVE AMOUNT  2-CREDIT MEMO
D61_TRANSACTION_YEAR	CHARACTER(01)	THE 2 DIGIT YEAR FROM THE EFFECTIVE DATE.
DOCUMENT_POSITION_NUMBER	CHARACTER(08)	00001 FOR LIQUIDATION & 00002 FOR VOUCHER
ACTION_KEY	CHARACTER(06)	
- ACTION_CODE_AGENCY	CHARACTER(03)	000
- ACTION_CODE	CHARACTER(03)	VALUE '000' 100 & 123
DOCUMENT_AMOUNT	NUMERIC(11V2)	EQUALS TRANSACTION AMOUNT PLUS LIQUIDATION AMOUNTS.
TRANSACTION_TYPE	CHARACTER(01)	VALUE IS 'A' OR 'X'
VENDOR_POSITION_REQUIRED	CHARACTER(01)	VALUE IS 'Y'



**REQUISITION**

Program: PCHL0451

BATCH_DEPARTMENT	CHARACTER(03)	REQUISITION_ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' OR 'X' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. DEFAULTS TO CURRENT DATE IF LEFT BLANK
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	
- PROCESS_MINUTE	CHARACTER(02)	
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE INDEX



		MUST EXIST IN R*STARS 24 PROFILE AND BE ACTIVE.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.



DEPARTMENT	CHARACTER(03)	FINANCIAL AGENCY OR AGENCY OF THE CODING BLOCK.
DOCUMENT_DEPARTMENT	CHARACTER(03)	REQUISITION_ID (1:3) THE AGENCY OF THE DOCUMENT OF THE REQUISITION
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	REQUISITION_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER REPRESENTS A LINE NUMBER ON THE DOCUMENT OR ACCOUNTING LINE.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION. AMOUNT IS ALWAYS POSITIVE AND GREATER THAN ZERO.
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE IS 0.0
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
REVERSE	CHARACTER(01)	A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:  'R' FOR TRANSACTION REVERSAL  SPACE FOR THE REST



Program: PCHL0453 – Change Order for Requisitions

BATCH_DEPARTMENT	CHARACTER(03)	REQUISITION_ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY). IF IT IS A FUTURE DATE, IT WILL STAY ON THE 'IT' FILE AND NOT POST UNTIL THE DATE ROLLS AROUND.
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. DEFAULTS TO CURRENT DATE IF LEFT BLANK.
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	
- PROCESS_MINUTE	CHARACTER(02)	
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. REQUIRED



		FIELD.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. NORMALLY REQUIRED FOR ALL TRANSACTIONS. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.



APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.
DEPARTMENT	CHARACTER(03)	FINANCIAL AGENCY OR AGENCY OF CODING BLOCK BEING USED
MODIFIER		INDICATES IF THE TRANSACTION IS INTENDED TO BE A FULL OR PARTIAL LIQUIDATION OF THE REFERENCE DOCUMENT. THIS FIELD IS REQUIRED IF THE TRANSACTION CODE USED REQUIRES IT. VALID VALUES ARE:  SPACE WHEN NOT REQUIRED  'F' FOR FINAL LIQUIDATION  'P' FOR PARTIAL LIQUIDATION  'A' TO ACTIVATE A PREVIOUSLY CLOSED DOCUMENT  'C' TO CLOSE A DOCUMENT TO PRECLUDE FURTHER POSTING.
DOCUMENT_DEPARTMENT	CHARACTER(03)	CHANGE_ORDER_ID (1:3)
REFERENCE_DOCUMENT_NUMBER	CHARACTER(08)	REQUISITION_ID (4:8). THE NUMBER OF THE DOCUMENT THAT IS BEING ADJUSTED OR LIQUIDATED BY THE TRANSACTION (I.E., THE ENCUMBRANCE DOCUMENT ASSOCIATED WITH A PAYMENT VOUCHER). IF THE TRANSACTION CODE AS REFERENCED ON R*STARS 28A REQUIRES IT, THEN IT MUST BE ENTERED, OTHERWISE IT IS OPTIONAL. IF THE TRANSACTION CODE POSTS TO DF (DOCUMENT FINANCIAL) TABLE AS INDICATED IN THE LOWER HALF OF THE TRANSACTION CODE PROFILE, ADDITIONAL EDITS COME INTO PLAY. FOR EXAMPLE, THE REFERENCE DOCUMENT MUST BE FULLY POSTED, NOT LIQUIDATED, AND NOT CLOSED (R*STARS 64).
REFERENCE_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	THE LINE NUMBER ON THE REFERENCE DOCUMENT. THIS SIGNIFIES THE DOCUMENT SUFFIX '001' THROUGH '999'.
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	CHANGE_ORDER_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER THAT MUST BE ENTERED WHEN CURRENT DOCUMENT NUMBER IS ENTERED. REPRESENTS A LINE NUMBER ON THE DOCUMENT. IT REPRESENTS ACCOUNTING LINES



TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION.
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE IS 0.0
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
REVERSE	CHARACTER(01)	<p>A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:</p> <p>'R' FOR TRANSACTION REVERSAL</p> <p>SPACE FOR THE REST</p>



**DIRECT VOUCHER**

Program: PCHL0460

BATCH_DEPARTMENT	CHARACTER(03)	DIRECT VOUCHER_ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
D61_TRANSACTION_YEAR	CHARACTER(02)	THE 2 DIGIT YEAR FROM THE EFFECTIVE DATE.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' OR 'X' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
DOCUMENT_DATE	CHARACTER(08)	SAME AS EFFECTIVE_DATE.
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. DEFAULTS TO CURRENT DATE IF LEFT BLANK
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	



- PROCESS_MINUTE	CHARACTER(02)	
DISTRIBUTION_METHOD_INDICATOR	CHARACTER(01)	MUST BE SPACE OR 'R' UNLESS A MANUAL WARRANT OR WIRE. MUST BE 'M' FOR MANUAL WARRANTS AND WIRES, 'L' FOR LOCAL WARRANTS. A MANUAL WARRANT IS A WARRANT WRITTEN OUT OF A CHECK BOOK, AND NOT PRINTED THROUGH R*STARS.
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE INDEX MUST EXIST IN R*STARS 24 PROFILE AND BE ACTIVE. THE APPROPRIATION YEAR IN THE KEY OF THE INDEX SHOULD MATCH THE APPROPRIATION YEAR CODED IN THE TRANSACTION.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. NORMALLY REQUIRED FOR ALL TRANSACTIONS SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED,



		IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.
INVOICE_NUMBER	CHARACTER(14)	A NUMBER REFERRING TO THE VENDOR'S INVOICE.
INVOICE_DATE	CHARACTER(08)	THE DATE ON WHICH THE INVOICE WAS ISSUED. THIS FIELD IS PRINTED ON THE WARRANT REMITTANCE ADVICE.
INVOICE_DESCRIPTION	CHARACTER(30)	DESCRIPTION OF THE INVOICE.
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR. MUST BE A VALID YEAR
DEPARTMENT	CHARACTER(03)	AGENCY OR FINANCIAL AGENCY OF CODING BLOCK.
MODIFIER	CHARACTER(01)	VALUE IS BLANK
DOCUMENT_DEPARTMENT	CHARACTER(03)	DIRECT VOUCHER_ID (1:3) THE AGENCY OF THE DIRECT VOUCHER
DUE_DATE	CHARACTER(08)	THIS IS THE DATE THAT THE PAYMENT IS DUE. THIS CAN BE BLANK. IF DATE IS ENTERED IT MUST BE GREATER THAN, OR EQUAL TO, THE CURRENT DATE.
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	VOUCHER_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER THAT MUST BE ENTERED WHEN CURRENT DOCUMENT NUMBER IS ENTERED. SIGNIFIES THE ACCOUNTING LINE.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION. AMOUNT IS ALWAYS POSITIVE AND GREATER THAN ZERO.
DISCOUNT	NUMERIC(11V2)	MUST BE ZEROES OR VALID AMOUNT.
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER



VENDOR	CHARACTER(10)	IDENTIFIES A PAYEE OR CUSTOMER. IT IS A TEN DIGIT NUMBER IT MUST EXIST ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200.
VENDOR_SUFFIX	CHARACTER(03)	IDENTIFIES DIFFERENT ADDRESSES OF A VENDOR. VENDOR SUFFIX IS OFTEN REFERRED TO AS “MAIL CODE”. MUST BE A VALID VENDOR SUFFIX THAT EXISTS ON THE VENDOR FILE - R*STARS 51/52 PROFILES OR ADPICS PCHL5200.
WARRANT_NUMBER	CHARACTER(09)	THE NUMBER WHICH UNIQUELY IDENTIFIES EACH WARRANT. THIS FIELD SHOULD BE LEFT BLANK UNLESS DISBURSEMENT METHOD INDICATOR IS ‘M’ AND MANUAL WARRANT IS BEING ISSUED.
PAYMENT-DISTRIBUTION-TYPE	CHARACTER(02)	REQUIRED FOR PAYMENT TRANSACTIONS. DETERMINES IF A TRANSACTION IS A WARRANT, WIRE, OR EFT, AND IF IT CAN BE OFFSET IN R*STARS. VALID PAYMENT DISTRIBUTION TYPES ARE:  MX - WARRANT  DX - EFT  SX - SPECIAL HANDLING (WARRANTS)  BX - WIRES  WHERE X IS A VARIABLE.  SEE R*STARS D50 PROFILE FOR ADDITIONAL INFORMATION.
BANK_ID	CHARACTER(03)	LOOKS UP THE ABA (AMERICAN BANKING ASSOCIATION) BANK NUMBER. REQUIRED FOR PAYMENTS AND RECEIPTS. MUST EXIST IN R*STARS D56 BANK ID PROFILE. MUST ALSO EXIST IN R*STARS 96A SECURITY PROFILE FOR THE INTERFACE ID.
IT_DETAIL_FILE_INDICATOR_SWITCH	CHARACTER(01)	'2' = PROCESS ALL
FUND_CONTROL_OVERRIDE	CHARACTER(01)	BLANK OR ‘W’. SHOULD BE SPACE NORMALLY. A VALUE OF ‘W’ REQUIRES PRIOR APPROVAL FROM OFFICE OF BUDGET AND OFFICE OF FINANCIAL MANAGEMENT AND IS ESTABLISHED IN R*STARS 96A PROFILE.  ITS USE REQUIRES PRIOR APPROVAL FROM OFFICE OF BUDGET AND OFFICE OF FINANCIAL MANAGEMENT AND IS ESTABLISHED IN R*STARS 96A PROFILE.
IRS_INDICATOR	CHARACTER(01)	MUST BE SPACE.  IDENTIFIES IF A PAYMENT IS APPLICABLE TO 1099 REPORTING. THIS IS ALWAYS INFERRED FROM



		THE OBJECT CODE.
REVERSE	CHARACTER(01)	<p>A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:</p> <p>'R' FOR TRANSACTION REVERSAL</p> <p>SPACE FOR THE REST</p>
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	THE SAME VALUE AS TRANSACTION_AMOUNT.



**PURCHASE ORDER AND DIRECT PURCHASE ORDER**

Program: PCHL0452

BATCH_DEPARTMENT	CHARACTER(03)	PURCHASE_ORDER_ID (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A'OR 'X' = ADPICs.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. TYPICALLY, THIS DATE IS THE LATER OF THE DATE RECEIVED OR DATE ACCEPTED FOR THE GOODS OR SERVICES. THE DATE DEFAULTS TO CURRENT DATE IF LEFT BLANK.
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	
- PROCESS_MINUTE	CHARACTER(02)	



INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE INDEX MUST EXIST IN R*STARS 24 PROFILE AND BE ACTIVE. THE APPROPRIATION YEAR IN THE KEY OF THE INDEX SHOULD MATCH THE APPROPRIATION YEAR CODED IN THE TRANSACTION.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PC, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.



APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR. MUST BE A VALID YEAR.
DEPARTMENT	CHARACTER(03)	FINANCIAL AGENCY OR AGENCY OF CODING BLOCK BEING USED
MODIFIER	CHARACTER(01)	INDICATES IF THE TRANSACTION IS INTENDED TO BE A FULL OR PARTIAL LIQUIDATION OF THE REFERENCE DOCUMENT. THIS FIELD IS REQUIRED IF THE TRANSACTION CODE USED REQUIRES IT. VALID VALUES ARE:  SPACE WHEN NOT REQUIRED  'F' FOR FINAL LIQUIDATION  'P' FOR PARTIAL LIQUIDATION  'A' TO ACTIVATE A PREVIOUSLY CLOSED DOCUMENT  'C' TO CLOSE A DOCUMENT TO PRECLUDE FURTHER POSTING.
DOCUMENT_DEPARTMENT	CHARACTER(03)	PURCHASE ORDER ( 1:3) THE AGENCY FOR THE PURCHASE ORDER
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	PURCHASE_ORDER_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT-DOCUMENT-NUMBER-SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER THAT MUST BE ENTERED WHEN CURRENT DOCUMENT NUMBER IS ENTERED. REPRESENTS A LINE NUMBER ON THE DOCUMENT.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION. AMOUNT IS ALWAYS POSITIVE AND GREATER THAN ZERO.
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE IS 0.0
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
VENDOR_NUMBER	CHARACTER(10)	IDENTIFIES A PAYEE OR CUSTOMER. IT MUST EXIST ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200.  THIS FIELD IS 10 CHARS IN R*STARS
VENDOR_SUFFIX	CHARACTER(03)	IDENTIFIES DIFFERENT ADDRESSES OF A VENDOR. VENDOR SUFFIX IS OFTEN REFERRED TO AS "MAIL CODE". MUST BE A VALID VENDOR SUFFIX THAT EXISTS ON THE VENDOR FILE – R*STARS



		51/52 PROFILES OR ADPICS PCHL5200.
REVERSE	CHARACTER(01)	<p>VALUE IS BLANK OR R FOR DPO'S &amp; PO'S. A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:</p> <p>'R' FOR TRANSACTION REVERSAL</p> <p>SPACE FOR THE REST</p>

Program: PCHL0455 – Change Order for Purchase Order

BATCH_DEPARTMENT	CHARACTER(03)	CHANGE_ORDER (1:3)
BATCH_DATE	CHARACTER(08)	THE DATE ON WHICH THE BATCH WAS CREATED.
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' = ADPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
DOCUMENT_DATE	CHARACTER(08)	SAME AS EFFECTIVE_DATE.
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DATE IS OFTEN REFERRED TO AS THE DATE OF CONSTRUCTIVE RECEIPT. TYPICALLY, THIS DATE IS THE LATER OF THE DATE RECEIVED OR DATE ACCEPTED FOR THE GOODS OR SERVICES. DEFAULTS



		TO CURRENT DATE IF LEFT BLANK.
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE. IN ORDER TO USE A SPECIFIC TC, IT MUST EXIST ON THE R*STARS 99 SCREEN FOR THAT OPERATOR ID.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	
- PROCESS_MINUTE	CHARACTER(02)	
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE INDEX MUST EXIST IN R*STARS 24 PROFILE AND BE ACTIVE. THE APPROPRIATION YEAR IN THE KEY OF THE INDEX SHOULD MATCH THE APPROPRIATION YEAR CODED IN THE TRANSACTION.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBOBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PC, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID



		RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.
DEPARTMENT	CHARACTER(03)	FINANCIAL AGENCY OR AGENCY OF CODING BLOCK BEING USED
MODIFIER	CHARACTER(01)	INDICATES IF THE TRANSACTION IS INTENDED TO BE A FULL OR PARTIAL LIQUIDATION OF THE REFERENCE DOCUMENT. THIS FIELD IS REQUIRED IF THE TRANSACTION CODE USED REQUIRES IT. VALID VALUES ARE:  SPACE WHEN NOT REQUIRED  'F' FOR FINAL LIQUIDATION  'P' FOR PARTIAL LIQUIDATION  'A' TO ACTIVATE A PREVIOUSLY CLOSED DOCUMENT  'C' TO CLOSE A DOCUMENT TO PRECLUDE FURTHER POSTING.
DOCUMENT_DEPARTMENT	CHARACTER(03)	CHANGE_ORDER_ID (1:3)
REFERENCE_DOCUMENT_NUMBER	CHARACTER(08)	PURCHASE_ORDER_ID (4:8). THE NUMBER OF THE DOCUMENT THAT IS BEING ADJUSTED OR LIQUIDATED BY THE TRANSACTION (I.E., THE ENCUMBRANCE DOCUMENT ASSOCIATED WITH A PAYMENT VOUCHER). IF THE TRANSACTION CODE AS REFERENCED ON R*STARS 28A REQUIRES



		IT, THEN IT MUST BE ENTERED, OTHERWISE IT IS OPTIONAL. IF THE TRANSACTION CODE POSTS TO DF (DOCUMENT FINANCIAL) TABLE AS INDICATED IN THE LOWER HALF OF THE TRANSACTION CODE PROFILE, ADDITIONAL EDITS COME INTO PLAY. FOR EXAMPLE, THE REFERENCE DOCUMENT MUST BE FULLY POSTED, NOT LIQUIDATED, AND NOT CLOSED (R*STARS 64).
REFERENCE_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	THE LINE NUMBER ON THE REFERENCE DOCUMENT. THIS SIGNIFIES THE DOCUMENT SUFFIX '001' THROUGH '999'. IF REFERENCE DOCUMENT NUMBER IS ENTERED, SUFFIX SHOULD BE ENTERED.
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	CHANGE_ORDER_ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER THAT MUST BE ENTERED WHEN CURRENT DOCUMENT NUMBER IS ENTERED. REPRESENTS A LINE NUMBER ON THE DOCUMENT.
TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION.
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE IS 0.0
CURRENT_DOCUMENT_CLASS_NO	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
VENDOR_NUMBER	CHARACTER(10)	IDENTIFIES A PAYEE OR CUSTOMER. REQUIRED FOR MOST PAYMENT TRANSACTIONS. IT IS EITHER A TEN DIGIT NUMBER OR A NINE DIGIT NUMBER PRECEDED BY AN ALPHA CHARACTER. IF IT IS A TEN DIGIT NUMBER, IT MUST EXIST ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200.  IF THE FIRST CHARACTER IS AN ALPHA, MAIN STAFF SEE SMG D54, INTERFACES, FOR PROFILE SET UP. A FILE CANNOT CONTAIN MORE THAN 999 INVOICES FOR A VENDOR WITH THE SAME ADDRESS, SAME DUE DATE, SAME DOCUMENT NUMBER, AND PAYMENT DISTRIBUTION TYPE (PDT) OF MD OR M3. A FILE ALSO CANNOT CONTAIN MORE THAN 999 INVOICES FOR A VENDOR WITH THE SAME ADDRESS, SAME DUE DATE, AND PAYMENT DISTRIBUTION TYPE (PDT) OF MA OR M2.
VENDOR_SUFFIX	CHARACTER(03)	IDENTIFIES DIFFERENT ADDRESSES OF A VENDOR. VENDOR SUFFIX IS OFTEN REFERRED TO AS "MAIL CODE". MUST BE A VALID VENDOR SUFFIX THAT EXISTS ON THE VENDOR FILE – R*STARS 51/52 PROFILES OR ADPICS PCHL5200. IF THE VENDOR NUMBER BEGINS WITH AN ALPHA DO NOT SEND A MAIL CODE.
REVERSE	CHARACTER(01)	VALUE IS BLANK OR R. A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE



		<p>TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:</p> <p>'R' FOR TRANSACTION REVERSAL</p> <p>SPACE FOR THE REST</p>
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**DOCUMENT CANCEL**

Program: PCHL0457

BATCH_DEPARTMENT	CHARACTER(03)	CHANGE-ORDER-ID (1:3)
BATCH_DATE	CHARACTER(08)	DATE THAT THE BATCH WAS CREATED
D61_TRANSACTION_YEAR	CHARACTER(02)	THE 2 DIGIT YEAR FROM THE EFFECTIVE DATE
BATCH_TYPE	CHARACTER(01)	IDENTIFIES THE TYPE OF TRANSACTIONS IN A BATCH. VALUE 'A' or 'X' = ADPPICS.
BATCH_NUMBER	CHARACTER(03)	NUMBER THAT UNIQUELY IDENTIFIES EACH BATCH OF TRANSACTIONS FOR A BATCH AGENCY, BATCH TYPE, AND BATCH DATE COMBINATION.
BATCH_SEQUENCE_NUMBER	CHARACTER(05)	MUST BE '00000' FOR THE BATCH HEADER. STARTING WITH '00001', THIS NUMBER IS INCREMENTED BY ONE FOR EACH DETAIL TRANSACTION. IT IS NEVER DUPLICATED WITHIN A BATCH. A VALUE OF '00000' IS INVALID FOR DETAIL TRANSACTIONS.
OPERATOR_ID	CHARACTER(08)	VALID USER ID AS ESTABLISHED IN R*STARS 96A PROFILE.
TERMINAL_ID	CHARACTER(04)	ID OF THE TERMINAL USED TO POST THE DOCUMENT
EFFECTIVE_DATE	CHARACTER(08)	THE DATE UPON WHICH A TRANSACTION (ACCOUNTING EVENT) BECAME OR BECOMES EFFECTIVE. THIS MAY BE A PRIOR, CURRENT OR FUTURE DATE. POSTS TO A RELATED FISCAL MONTH (FM) AND FISCAL YEAR (FY).
DOCUMENT_DATE	CHARACTER(08)	SAME AS EFFECTIVE_DATE.
SERVICE_DATE	CHARACTER(08)	THE DATE ON WHICH GOODS WERE RECEIVED OR SERVICES WERE PERFORMED. THIS DEFAULTS TO THE CURRENT DATE IF LEFT BLANK
TRANSACTION_CODE	CHARACTER(03)	INDICATES HOW A TRANSACTION WILL POST. THIS IS A THREE DIGIT NUMBER AS DEFINED IN R*STARS 28A PROFILE.
PROCESSING_DATE	CHARACTER(08)	USE CURRENT DATE
FINAL_APPROVAL_DATE	CHARACTER(08)	USE CURRENT DATE
PROCESS_TIME		HOUR AND MINUTE WHEN TRANSACTION WAS PROCESSED
- PROCESS_HOUR	CHARACTER(02)	



- PROCESS_MINUTE	CHARACTER(02)	
INDEX_CODE	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE ORGANIZATION STRUCTURE. THE INDEX MUST EXIST IN R*STARS 24 PROFILE AND BE ACTIVE. THE APPROPRIATION YEAR IN THE KEY OF THE INDEX SHOULD MATCH THE APPROPRIATION YEAR CODED IN THE TRANSACTION.
PCA	CHARACTER(05)	A CODING REDUCTION TECHNIQUE USED TO INFER THE PROGRAM HIERARCHY. NORMALLY REQUIRED FOR ALL TRANSACTIONS. SOME AGENCIES MAY INFER IT FROM INDEX. MUST EXIST IN R*STARS 26 PROFILE FOR THE AGENCY, AND BE ACTIVE FOR THE FISCAL YEAR AND APPROPRIATION YEAR.
SUBJECT	CHARACTER(04)	THE BASIC REPORTING LEVEL FOR REVENUES AND EXPENDITURES. THIS CODE MUST BE INPUT OR LOOKED UP BY THE AGENCY OBJECT ON ALL TRANSACTIONS AFFECTING NOMINAL GENERAL LEDGER ACCOUNTS. IT MUST EXIST AND BE ACTIVE IN R*STARS D10 PROFILE. THE OBJECT ALSO EDITS AGAINST VALID OBJECTS ON R*STARS 28B OF THE TRANSACTION CODE. THE OBJECT MUST BE ALLOWED AS AN 'I' (INCLUDE) IN R*STARS 20 APPROPRIATION NUMBER PROFILE OR MUST NOT BE 'E' (EXCLUDE) ON THIS PROFILE. CHECK R*STARS 28A TO SEE IF THIS FIELD IS REQUIRED.
OBJECT_DETAIL	CHARACTER(04)	MAY BE ENTERED TO INFER THE COMPTROLLER OBJECT. MUST BE A VALID AGENCY OBJECT AS DEFINED IN R*STARS D11 PROFILE. THE R*STARS 25 PROFILE OF THE AGENCY DETERMINES IF IT IS REQUIRED ON REVENUE TRANSACTIONS, EXPENDITURE TRANSACTIONS, OR BOTH.
GRANT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D47 GRANT NUMBER PROFILE AND R*STARS 29 GRANT CONTROL PROFILE.
GRANT_PHASE_YEAR	CHARACTER(02)	IF GRANT NUMBER FIELD IS ENTERED, THE GRANT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IT MUST EXIST IN R*STARS 29 GRANT CONTROL PROFILE.
PROJECT_NUMBER	CHARACTER(06)	MAY BE ENTERED OR LOOKED UP FROM INDEX, PCA, OR RTI (RECURRING TRANSACTION INDEX). IT MUST EXIST IN R*STARS D42 PROJECT NUMBER PROFILE AND R*STARS 27 PROJECT CONTROL PROFILE.
PROJECT_PHASE_YR	CHARACTER(02)	IF PROJECT NUMBER FIELD IS ENTERED, THE PROJECT PHASE SHOULD ALSO BE ENTERED. VALID RANGE IS 00-99. IF ENTERED, IT MUST EXIST IN R*STARS 27 PROJECT CONTROL PROFILE.
FACILITY	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, IT MUST EXIST IN R*STARS D26 PROFILE.
TASK	CHARACTER(04)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR



		INFERRED, IT MUST EXIST IN R*STARS D27 PROFILE
LOCATION	CHARACTER(06)	NORMALLY INFERRED FROM INDEX OF PCA. MAY BE ENTERED. WHETHER ENTERED OR INFERRED, MUST EXIST IN R*STARS D36 PROFILE.
CDOC_CLASS_NUMBER	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
RDOC_CLASS_NUMBER	CHARACTER(03)	BLANK OR 001 – 999 MECHANISM TO KEEP PARENT/CHILD TRANSACTION TOGETHER
APPROPRIATION_YEAR	CHARACTER(04)	THE BUDGET YEAR ASSOCIATED WITH THE TRANSACTION. MUST ALWAYS BE LESS THAN OR EQUAL TO THE FISCAL YEAR.
DEPARTMENT	CHARACTER(03)	AGENCY OF THE CODING BLOCK OR FINANCIAL AGENCY
MODIFIER	CHARACTER(01)	BLANK OR 'F' FOR DOCUMENT CANCELS
DOCUMENT_DEPARTMENT	CHARACTER(03)	CHANGE-ORDER-ID (1:3) THE AGENCY OF THE DOCUMENT THAT IS BEING ADJUSTED OR LIQUIDATED BY THE TRANSACTION
DUE_DATE	CHARACTER(08)	IS SPACES.
REFERENCE_DOCUMENT_NUMBER	CHARACTER(08)	CHANGE-ORDER-ID (4:8). THE NUMBER OF THE DOCUMENT THAT IS BEING ADJUSTED OR LIQUIDATED BY THE TRANSACTION (I.E., THE ENCUMBRANCE DOCUMENT ASSOCIATED WITH A PAYMENT VOUCHER). IF THE TRANSACTION CODE AS REFERENCED ON R*STARS 28A REQUIRES IT, THEN IT MUST BE ENTERED, OTHERWISE IT IS OPTIONAL. IF THE TRANSACTION CODE POSTS TO DF (DOCUMENT FINANCIAL) TABLE AS INDICATED IN THE LOWER HALF OF THE TRANSACTION CODE PROFILE, ADDITIONAL EDITS COME INTO PLAY. FOR EXAMPLE, THE REFERENCE DOCUMENT MUST BE FULLY POSTED, NOT LIQUIDATED, AND NOT CLOSED (R*STARS 64).
REFERENCE_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	THE LINE NUMBER ON THE REFERENCE DOCUMENT. THIS SIGNIFIES THE DOCUMENT SUFFIX '001' THROUGH '999'. IF REFERENCE DOCUMENT NUMBER IS ENTERED, SUFFIX SHOULD BE ENTERED.
CURRENT_DOCUMENT_NUMBER	CHARACTER(08)	CHANGE-ORDER-ID (4:8). THE ID OF THE DOCUMENT THAT WAS PREPARED TO SUBSTANTIATE THE TRANSACTION. EDITED AGAINST THE R*STARS 28B PROFILE FOR VALID DOCUMENT TYPE WHICH IS THE FIRST TWO CHARACTERS OF THE DOCUMENT NUMBER.
CURRENT_DOCUMENT_NUMBER_SUFFIX	CHARACTER(03)	A THREE DIGIT NUMBER THAT MUST BE ENTERED WHEN CURRENT DOCUMENT NUMBER IS ENTERED. REPRESENTS A LINE NUMBER ON THE DOCUMENT.



TRANSACTION_AMOUNT	NUMERIC(11V2)	THE DOLLAR AMOUNT OF THE TRANSACTION.
VENDOR_NAME	CHARACTER(50)	NAME OF THE PAYEE OR CUSTOMER.
IT_DETAIL_FILE_INDICATOR_SWITCH	CHARACTER(01)	'2' = PROCESS ALL
REVERSE	CHARACTER(01)	IF NET AMOUNT IS LESS THAN ZERO THEN VALUE IS 'R'. A CODE ENTERED ON A TRANSACTION WHICH CAUSES THE TRANSACTION TO HAVE THE OPPOSITE ACCOUNTING IMPACT (REVERSES THE IMPACT, SUCH AS CREDITING CASH INSTEAD OF DEBITING CASH). IT IS TRANSACTION CODE DEPENDENT. VALID VALUES ARE:  'R' FOR TRANSACTION REVERSAL  SPACE FOR THE REST
NET_DOCUMENT_LIQUIDATION_AMOUNT	NUMERIC(11V2)	VALUE IS 0.0



**EXTRACTS FROM THE STATEWIDE ACCOUNTING SYSTEM AVAILABLE FOR RECONCILIATION PURPOSES**

**ACCOUNTING EVENT DOWNLOAD**

	FIELD NAME	TYPE	POSITION IN RECORD
1	BATCH AGENCY	CHAR – 3	1-3
2	BATCH DATE	CHAR – 8	4-11
3	BATCH TYPE	CHAR – 1	12
4	BATCH NUMBER	CHAR – 3	13-15
5	BATCH SEQUENCE NO.	CHAR – 5	16-20
6	TRANSACTION ID SUFFIX	CHAR – 1	21
7	ORIGINAL BATCH SEQ. NO.	CHAR – 5	22-26
8	NORMAL OBJECT	CHAR – 1	27
9	OPERATOR ID	CHAR – 8	28-35
10	TERMINAL ID	CHAR – 4	36-39
11	EFFECTIVE DATE	CHAR – 8	40-47
12	DISBURSEMENT METHOD INDICATOR	CHAR – 1	48
13	CAPITALIZE INDICATOR	CHAR – 1	49
14	TRANSACTION CODE	CHAR – 3	50-52
15	MODIFIER	CHAR – 1	53
16	REVERSE	CHAR – 1	54
17	RECURRING TRANSACTION INDEX	CHAR – 6	55-60
18	INDEX	CHAR – 5	61-65
19	APPROPRIATION NUMBER	CHAR – 5	66-70
20	FUND	CHAR – 4	71-74
21	PROGRAM COST ACCOUNT	CHAR – 5	75-79
22	OBJECT	CHAR – 4	80-83
23	COMPTROLLER OBJECT	CHAR – 4	84-87
24	AGENCY OBJECT	CHAR – 4	88-91
25	GRANT OBJECT	CHAR – 6	92-97



26	PROJECT NUMBER	CHAR – 6	98-103
27	PROJECT PHASE	CHAR – 2	104-105
28	GRANT NUMBER	CHAR – 6	106-111
29	GRANT PHASE	CHAR - 3	112-113
30	SUB GRANTEE	CHAR – 14	114-127
31	AGENCY CODE 1	CHAR – 4	128-131
32	AGENCY CODE 2	CHAR – 4	132-135
33	AGENCY CODE 3	CHAR – 6	136-141
34	AGENCY GENERAL LEDGER ACCOUNT	CHAR – 8	142-149
35	MULTIPURPOSE CODE	CHAR – 10	150-159
36	GENERAL LEDGER ACCOUNT	CHAR – 4	160-163
37	VENDOR NUMBER	CHAR - 10	164-173
38	VENDOR MAIL CODE	CHAR – 3	174-176
39	IRS 1099 INDICATOR	CHAR – 1	177
40	INVOICE NUMBER	CHAR – 14	178-191
41	INVOICE DATE	CHAR – 8	192-199
42	DOCUMENT DATE	CHAR – 8	200-207
43	DOCUMENT NUMBER	CHAR – 8	208-215
44	DOCUMENT NUMBER SUFFIX	CHAR – 3	216-218
45	DOCUMENT CLASS NUMBER	CHAR – 3	219-221
46	CURRENT DOCUMENT NUMBER	CHAR – 8	222-229
47	CURRENT DOCUMENT SUFFIX	CHAR – 3	230-232
48	CURRENT DOCUMENT CLASS NUMBER	CHAR – 3	233-235
49	REFERENCE DOCUMENT NUMBER	CHAR – 8	236-243
50	REFERENCE DOCUMENT SUFFIX	CHAR – 3	244-246
51	REFERENCE DOCUMENT CLASS NUMBER	CHAR – 3	247-249
52	DUE DATE	CHAR – 8	250-257
53	SERVICE DATE	CHAR – 8	258-265
54	WARRANT NUMBER	CHAR – 9	266-274



55	PROPERTY NUMBER	CHAR – 10	275-284
56	DEBT/INVESTMENT ISSUE NUMBER	CHAR – 9	285-293
57	FUND CONTROL OVERRIDE FLAG	CHAR – 1	294
58	CONTRACT NUMBER	CHAR – 10	295-304
59	APPROPRIATION NUMBER RELATED	CHAR – 5	305-309
60	TRANSACTION AMOUNT	S9(11) V99	310-323
61	DISCOUNT AMOUNT	S9(11) V99	324-337
62	INVOICE DESCRIPTION	CHAR – 30	338-367
63	CASH RECEIPT PAYMENT TYPE	CHAR – 1	368
64	BANK ID	CHAR – 3	369-371
65	BANK NUMBER	CHAR – 13	372-384
66	DISCOUNT DATE	CHAR – 8	385-392
67	DISCOUNT TERMS	CHAR – 2	393-394
68	PENALTY DATE	CHAR – 8	395-402
69	PENALTY TERMS	CHAR – 2	403-404
70	INTEREST TERMS	S9(2) V999	405-410
71	PENALTY AMOUNT	S9(11) V99	411-424
72	VENDOR NAME	CHAR – 50	425-474
73	ADDRESS LINE 1	CHAR – 50	475-524
74	ADDRESS LINE 2	CHAR – 50	525-574
75	ADDRESS LINE 3	CHAR – 50	575-624
76	ADDRESS LINE 4	CHAR – 50	625-674
77	CITY	CHAR – 20	675-694
78	STATE	CHAR – 2	695-696
79	ZIP CODE	CHAR – 9	697-705
80	COUNTRY CODE	CHAR – 3	706-708
81	CARRIER CODE	CHAR – 2	709-710
82	PAYMENT DISTRIBUTION TYPE	CHAR – 2	711-712
83	PROCESSED DATE	CHAR – 8	713-720



84	PROCESSED TIME	CHAR – 4	721-724
85	AGENCY CONTROL ENCUMB. MATCH LEVEL	CHAR – 1	725
86	AGENCY CNTRL PRE-ENCUM. MATCH LEVEL	CHAR – 1	726
87	PROGRAM CODE	CHAR – 4	727-730
88	PROGRAM LEVEL 1	CHAR – 4	731-734
89	PROGRAM LEVEL 2	CHAR – 4	735-738
90	PROGRAM LEVEL 3	CHAR – 4	739-742
91	PROGRAM LEVEL 4	CHAR – 4	743-746
92	PROGRAM LEVEL 5	CHAR – 4	747-750
93	PROGRAM LEVEL 6	CHAR – 4	751-754
94	PROGRAM LEVEL 7	CHAR – 4	755-758
95	PROGRAM LEVEL 8	CHAR – 4	759-762
96	PROGRAM LEVEL 9	CHAR – 4	763-766
97	PCA AGENCY BUDGET PROG.LEVEL IND.	CHAR – 1	767
98	APPROPRIATION OBJECT LEVEL IND.	CHAR – 1	768
99	APPROPRIATION ORG. LEVEL IND.	CHAR – 1	769
100	APPROPRIATION PROG. LEVEL IND	CHAR – 1	770
101	PROGRAM OBJECT BUDGET LEVEL IND.	CHAR – 1	771
102	APP. AGENCY BUDGET OBJECT LEVEL IND.	CHAR – 1	772
103	AGENCY	CHAR – 3	773-775
104	ORGANIZATION CODE	CHAR – 4	776-779
105	ORG-LEVEL2	CHAR – 4	780-783
106	ORG-LEVEL3	CHAR – 4	784-787
107	ORG-LEVEL4	CHAR – 4	788-791
108	ORG-LEVEL5	CHAR – 4	792-795
109	ORG-LEVEL6	CHAR – 4	796-799
110	ORG-LEVEL7	CHAR – 4	800-803
111	ORG-LEVEL8	CHAR – 4	804-807
112	ORG-LEVEL9	CHAR – 4	808-811



113	ORG-LEVEL10	CHAR – 4	812-815
114	INDEX AGY BDGT ORG LEVEL IND.	CHAR – 1	816
115	PROJECT CONTROL POSTING LEVEL IND.	CHAR – 1	817
116	GRANT CONTROL POSTING LEVEL IND	CHAR – 1	818
117	GRANT CNTL CASH CNTL GRANT LEVEL IND.	CHAR – 1	819
118	APPROP.FUND CASH CNTL PSTNG LEVEL IND.	CHAR – 1	820
119	D23 FUND	CHAR – 4	821-824
120	D23 AGENCY BUDGET FUND LEVEL IND.	CHAR – 1	825
121	D23 APPROPRIATION FUND LEVEL IND.	CHAR – 1	826
122	D23 CASH CONTROL FUND LEVEL IND.	CHAR – 1	827
123	D42 PROJECT PHASE BUDGET LEVEL IND	CHAR – 1	828
124	D47 GRANT PHASE BUDGET LEVEL IND	CHAR – 1	829
125	TRANSACTION CODE REGISTER IND	CHAR – 1	830
126	FISCAL MONTH	CHAR – 2	831-832
127	FISCAL YEAR	CHAR – 2	833-834
128	APPROPRIATION YEAR	CHAR – 2	835-836
129	WARRANT DUE DATE	CHAR – 8	837-844
130	WARRANT WRITTEN DATE	CHAR – 8	845-852
131	WARRANT WRITING IND	CHAR – 1	853
132	DOCUMENT AGENCY	CHAR – 3	854-856
133	FINAL APPROVAL DATE	CHAR – 8	857-864
134	DOCUMENT SIGN	CHAR – 1	865
135	COMPTROLLER SOURCE/GROUP	CHAR – 4	866-869
136	AGENCY OBJECT GROUP	CHAR – 2	870-871
137	ACCOUNTING EVENT IND.	CHAR – 1	872
138	FISCAL YEAR	CHAR – 4	873-876
139	APPROPRIATION YEAR	CHAR – 4	877-880
140	FILLER	CHAR – 120	881-1000
	TOTAL		1000



**PAYMENT STATUS EXTRACT**

	FIELD NAME	TYPE	POSITION IN RECORD
1	BANK ID	CHAR – 3	1-3
2	WARRANT NUMBER	CHAR – 9	4-12
3	WARRANT WRITTEN DATE	CHAR – 8	13-20
4	PAYMENT AMOUNT	S9(11) V99	21-34
5	DOCUMENT AMOUNT	S9(11) V99	35-48
6	DIRECT DEPOSIT INDICATOR	CHAR – 1	49
7	PAYMENT AGENCY	CHAR – 3	50-52
8	PAYMENT APPROPRIATED FUND	CHAR – 4	53-56
9	PAYMENT FUND	CHAR – 4	57-60
10	PAYMENT SORT DOCUMENT NUMBER	CHAR – 8	61-68
11	PAYMENT FISCAL YEAR	CHAR – 2	69-70
12	PAYMENT VENDOR NUMBER	CHAR – 10	71-80
13	PAYMENT VENDOR SUFFIX	CHAR – 3	81-83
14	PAYMENT VENDOR NAME	CHAR – 50	84-133
15	VENDOR ADDRESS LINE 1	CHAR – 50	134-183
16	VENDOR ADDRESS LINE 2	CHAR – 50	184-233
17	VENDOR ADDRESS LINE 3	CHAR – 50	234-283
18	VENDOR ADDRESS LINE 4	CHAR – 50	284-333
19	VENDOR CITY	CHAR – 20	334-353
20	VENDOR STATE	CHAR – 2	354-355
21	VENDOR ZIP CODE	CHAR – 5	356-360
22	VENDOR PLUS 4 ZIP CODE	CHAR – 4	361-364
23	VENDOR COUNTRY CODE	CHAR – 3	365-367
24	VENDOR CARRIER CODE	CHAR – 2	368-369
25	PAYMENT CANCEL DONE	CHAR – 1	370
26	PAYMENT CANCEL REASON	CHAR – 3	371-373



27	PAYMENT CANCEL DOCUMENT	CHAR – 8	374-381
28	PAYMENT CANCEL SUFFIX	CHAR – 3	382-384
29	PAYMENT CANCEL DATE	CHAR – 8	385-392
30	PAYMENT CANCEL TIME	CHAR – 6	393-398
31	PAYMENT CANCEL USER	CHAR – 8	399-406
32	PAYMENT STATUS	CHAR – 1	407
33	CHANGE STATUS DATE	CHAR – 8	408-415
34	TREASURY STATUS	CHAR – 1	416
35	CLEARANCE DATE	CHAR – 8	417-424
36	CLEARANCE FISCAL MONTH	CHAR – 2	425-426
37	CLEARANCE FISCAL YEAR	CHAR – 2	427-428
38	STOP PAYMENT INDICATOR	CHAR – 1	429
39	STOP PAYMENT DATE	CHAR – 8	430-437
40	WARRANT EXPIRATION DATE	CHAR – 8	438-445
41	CLEARANCE DATE	CHAR – 8	446-453
42	STOP DATE	CHAR – 8	454-461
43	OLD WARRANT DIGIT	CHAR – 1	462
44	ORIGINAL PAYMENT NUMBER	CHAR – 10	463-472
45	DUPLICATE PAYMENT NUMBER	CHAR – 10	473-482
46	CROSS REFERENCE WARRANT NUMBER	CHAR – 9	483-491
47	REWRITE DUPLICATE INDICATOR	CHAR – 1	492
48	PAYMENT CHANGE REASON	CHAR – 3	493-495
49	REQUEST STATUS CHANGE	CHAR – 1	496
50	REQUEST STATUS CHANGE REASON	CHAR – 3	497-499
51	BATCH AGENCY	CHAR – 3	500-502
52	BATCH DATE	CHAR – 8	503-510
53	BATCH TYPE	CHAR – 1	511
54	BATCH NUMBER  (EXCEPT FOR SYSTEM GENERATED BATCHES)	CHAR – 3	512-514



55	BATCH SEQUENCE NUMBER	CHAR – 5	515-519
56	DOCUMENT AGENCY	CHAR – 3	520-522
457	CURRENT DOCUMENT NUMBER	CHAR – 8	523-530
58	CURRENT DOCUMENT NUMBER SUFFIX	CHAR – 3	531-533
59	REFERENCE DOCUMENT NUMBER	CHAR – 8	534-541
60	REFERENCE DOCUMENT NUMBER SUFFIX	CHAR – 3	542-544
61	TRANSACTION YEAR	CHAR – 2	545-546
62	TRANSACTION CODE	CHAR – 3	547-549
63	TRANSACTION AMOUNT	S9(11) V99	550-563
64	DOCUMENT TYPE	CHAR – 2	564-565
65	EFFECTIVE DATE	CHAR – 8	566-573
66	DISBURSEMENT METHOD INDICATOR	CHAR – 1	574
67	PAYMENT DISTRIBUTION TYPE	CHAR – 2	575-576
68	COMPTROLLER OBJECT	CHAR – 4	577-580
69	APPROPRIATION YEAR	CHAR – 2	581-582
70	APPROPRIATION NUMBER	CHAR – 5	583-587
71	INVOICE DESCRIPTION	CHAR – 30	588-617
72	MULTI-PURPOSE CODE	CHAR – 10	618-627
73	PAYMENT FISCAL YEAR	CHAR – 4	628-631
74	CLEARANCE FISCAL YEAR	CHAR – 4	632-635
75	TRANSACTION YEAR	CHAR – 4	636-639
76	APPROPRIATION YEAR	CHAR – 4	640-643
	FILLER	CHAR – 107	644-750
	TOTAL		750



**VENDOR & VENDOR PAYEE FILE EXTRACT**

	FIELD NAME	TYPE	POSITION IN RECORD
	<b>VENDOR HEADER RECORD</b>		
1	RECORD-TYPE = V	CHAR – 1	1
2	VENDOR NUMBER	CHAR – 10	2-11
3	VENDOR NAME	CHAR – 50	12-61
4	ALTERNATE VENDOR NUMBER	CHAR – 10	62-71
5	DELETE INDICATOR	CHAR – 1	72
6	COMPLETE INDICATOR	CHAR – 1	73
7	PARENT TAX ID NUMBER	CHAR – 9	74-82
8	DUNNS NUMBER	CHAR – 12	83-94
9	PROPRIETOR NAME	CHAR – 50	95-144
10	BACKUP WITHHOLDING INDICATOR	CHAR – 1	145
11	STATE TAX INDICATOR	CHAR – 1	146
12	1099 INDICATOR	CHAR – 1	147
13	LOCATOR NUMBER	CHAR – 12	148-159
14	VENDOR TYPE	CHAR – 1	160
15	CREATE DATE	CHAR – 8	161-168
16	CREATE OPERATOR ID	CHAR – 8	169-176
17	UPDATE DATE	CHAR – 8	177-184
18	UPDATE OPERATOR ID	CHAR – 8	185-192
	FILLER	CHAR – 258	193-450
	TOTAL		450
	<b>VENDOR MAIL CODE</b>		
1	RECORD TYPE = A	CHAR – 1	1
2	VENDOR NUMBER	CHAR – 10	2-11
3	VENDOR MAIL CODE	CHAR – 3	12-14
4	ATTENTION LINE 1	CHAR – 40	15-54



5	ATTENTION LINE 2	CHAR – 40	55-94
6	ATTENTION LINE 3	CHAR – 40	95-134
7	STREET ADDRESS	CHAR – 40	135-174
8	CITY	CHAR – 25	175-199
9	STATE	CHAR – 2	200-201
10	ZIP CODE	CHAR – 9	202-210
11	CARRIER CODE	CHAR – 2	211-212
12	COUNTRY CODE	CHAR – 3	213-215
13	REGION CODE	CHAR – 3	216-218
14	COUNTY CODE	CHAR – 3	219-221
15	CONTACT	CHAR – 40	222-261
16	DELETE INDICATOR	CHAR – 1	262
17	PHONE AREA CODE	CHAR – 3	263-265
18	PHONE NUMBER	CHAR – 7	266-272
19	PHONE EXTENSION	CHAR – 4	273-276
20	FAX AREA CODE	CHAR – 3	277-279
21	FAX NUMBER	CHAR – 7	280-286
22	FAX EXTENSION	CHAR – 4	287-290
23	PAYMENT TYPE	CHAR – 2	291-292
24	LOCATOR NUMBER	CHAR – 12	293-304
25	EFFECTIVE START DATE	CHAR – 8	305-312
26	EFFECTIVE END DATE	CHAR – 8	313-320
27	ASSIGN TO	CHAR – 10	321-330
28	BUSINESS MAIL ADDRESS	CHAR – 1	331
29	BID MAIL ADDRESS	CHAR – 1	332
30	PAYMENT MAIL ADDRESS	CHAR – 1	333
31	POST OFFICE MAIL ADDRESS	CHAR – 1	334
32	DEPOSIT DATE	CHAR – 8	335-342
33	SINGLE CHECK INDICATOR	CHAR – 1	343



34	CREATE DATE	CHAR – 8	344-351
35	CREATE OPERATOR ID	CHAR – 8	352-359
36	UPDATE DATE	CHAR – 8	360-367
37	UPDATE OPERATOR ID	CHAR – 8	368-375
38	EFT READY FLAG	CHAR – 1	376
	FILLER	CHAR – 74	377-450
	TOTAL		450
	<b>VENDOR CLASS/STATUS RECORD</b>		
1	RECORD TYPE = S	CHAR – 1	1
2	VENDOR NUMBER	CHAR – 10	2-11
3	VENDOR CLASS	CHAR – 3	12-14
4	VENDOR STATUS	CHAR – 3	15-17
5	START DATE	CHAR – 8	18-25
6	END DATE	CHAR – 8	26-33
7	DOLLAR RANGE 1	S9(11)V99	34-46
8	DOLLAR RANGE 2	S9(11)V99	47-59
9	CERTIFICATION ID	CHAR- 20	60-79
10	CREATE DATE	CHAR – 8	80-87
11	CREATE OPERATOR ID	CHAR – 8	88-95
12	UPDATE DATE	CHAR – 8	96-103
13	UPDATE OPERATOR ID	CHAR – 8	104-111
	FILLER	CHAR – 337	112-450
	TOTAL		450



**VALID ACCOUNT CODING BLOCK ENTRIES**

**D02 – AGENCY PROFILE**

TB\_DEPARTMENT

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	EFFECTIVE BEGIN DATE	CHAR(08)	4-11
3	EFFECTIVE END DATE	CHAR(08)	12-19
4	STATUS CODE	CHAR(01)	20
5	TITLE	CHAR(50)	21-70
6	LAST PROCESS DATE	CHAR(08)	71-78

**D03 – ORGANIZATION CODE PROFILE**

TB\_ORG\_CODE

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	ORGANIZATION CODE	CHAR(04)	10-13
4	EFFECTIVE BEGIN DATE	CHAR(08)	14-21
5	EFFECTIVE END DATE	CHAR(08)	22-29
6	STATUS CODE	CHAR(01)	30
7	TITLE	CHAR(50)	31-80
8	LAST PROCESS DATE	CHAR(08)	81-88

**D04 – PROGRAM CODE PROFILE**

TB\_PROGRAM\_CODE

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	PROGRAM CODE	CHAR(04)	10-13



4	EFFECTIVE BEGIN DATE	CHAR(08)	14-21
5	EFFECTIVE END DATE	CHAR(08)	22-29
6	STATUS CODE	CHAR(01)	30
7	TITLE	CHAR(50)	31-80
8	LAST PROCESS DATE	CHAR(08)	81-88

**D10 – COMPTROLLER OBJECT PROFILE**

TB\_SUBOBJECT

Seq #	Field Name	Size	Positions
1	APPROPRIATION YEAR	CHAR(06)	1-6
2	SUB OBJECT	CHAR(04)	7-10
3	STATUS CODE	CHAR(01)	11
4	EFFECTIVE BEGIN DATE	CHAR(08)	12-19
5	EFFECTIVE END DATE	CHAR(08)	20-27
6	TITLE	CHAR(40)	28-67
7	LAST PROCESS DATE	CHAR(08)	68-75

**D11 – AGENCY OBJECT PROFILE**

TB\_OBJ\_PROFILE

Seq #	Field Name	Size	Positions
1	APPROPRIATION YEAR	CHAR(06)	1-6
2	AGENCY OBJECT	CHAR(04)	7-10
3	STATUS CODE	CHAR(01)	11
4	EFFECTIVE BEGIN DATE	CHAR(08)	12-19
5	EFFECTIVE END DATE	CHAR(08)	20-27
6	TITLE	CHAR(50)	28-77
7	LAST PROCESS DATE	CHAR(08)	78-85



**D22 – APPROPRIATED FUND PROFILE**

TB\_FUND

Seq #	Field Name	Size	Positions
1	APPROPRIATED FUND	CHAR(04)	1-4
2	EFFECTIVE BEGIN DATE	CHAR(08)	5-12
3	EFFECTIVE END DATE	CHAR(08)	13-20
4	STATUS CODE	CHAR(01)	21
5	TITLE	CHAR(50)	22-71
6	LAST PROCESS DATE	CHAR(08)	72-79

**D23 – FUND PROFILE**

TB\_FUND\_DETAIL

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	FISCAL YEAR	CHAR(06)	4-9
3	FUND DETAIL	CHAR(04)	10-13
4	APPROPRIATED FUND	CHAR(04)	14-17
5	EFFECTIVE BEGIN DATE	CHAR(08)	18-25
6	EFFECTIVE END DATE	CHAR(08)	26-33
7	STATUS CODE	CHAR(01)	34
8	TITLE	CHAR(50)	35-84
9	LAST PROCESS DATE	CHAR(08)	85-92

**D26 – AGENCY CODE 1 PROFILE**

TB\_AGENCY\_CODE1

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	FACILITY	CHAR(04)	4-7
3	EFFECTIVE BEGIN DATE	CHAR(08)	8-15
4	EFFECTIVE END DATE	CHAR(08)	16-23



5	STATUS CODE	CHAR(01)	24
6	TITLE	CHAR(50)	25-74
7	LAST PROCESS DATE	CHAR(08)	75-82

**D27 – AGENCY CODE 2 PROFILE**

TB\_AGENCY\_CODE2

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	TASK	CHAR(04)	4-7
3	EFFECTIVE BEGIN DATE	CHAR(08)	8-15
4	EFFECTIVE END DATE	CHAR(08)	16-23
5	STATUS CODE	CHAR(01)	24
6	TITLE	CHAR(50)	25-74
7	LAST PROCESS DATE	CHAR(08)	75-82

**D36 – AGENCY CODE 3 PROFILE**

TB\_AGENCY\_CODE3

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	LOCATION	CHAR(06)	4-9
3	EFFECTIVE BEGIN DATE	CHAR(08)	10-17
4	EFFECTIVE END DATE	CHAR(08)	18-25
5	STATUS CODE	CHAR(01)	26
6	TITLE	CHAR(50)	27-76
7	LAST PROCESS DATE	CHAR(08)	77-84

**D42 – PROJECT NUMBER PROFILE**

TB\_PROJ\_NO

Seq #	Field Name	Size	Positions
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1	DEPARTMENT	CHAR(03)	1-3
2	PROJECT NUMBER	CHAR(06)	4-9
3	EFFECTIVE BEGIN DATE	CHAR(08)	10-17
4	EFFECTIVE END DATE	CHAR(08)	18-25
5	STATUS CODE	CHAR(01)	26
6	TITLE	CHAR(40)	27-66
7	LAST PROCESS DATE	CHAR(08)	67-74

**D47 – GRANT NUMBER PROFILE**

TB\_GRANT\_NO

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	GRANT NUMBER	CHAR(06)	4-9
3	EFFECTIVE BEGIN DATE	CHAR(08)	10-17
4	EFFECTIVE END DATE	CHAR(08)	18-25
5	STATUS CODE	CHAR(01)	26
6	TITLE	CHAR(40)	27-66
7	LAST PROCESS DATE	CHAR(08)	67-74

**D52 – FUNCTION CODE PROFILE**

TB\_FUNCTION\_CODE

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	FUNCTION CODE	CHAR(04)	10-13
4	EFFECTIVE BEGIN DATE	CHAR(08)	14-21
5	EFFECTIVE END DATE	CHAR(08)	22-29
6	STATUS CODE	CHAR(01)	30
7	TITLE	CHAR(50)	31-80



8	LAST PROCESS DATE	CHAR(08)	81-88
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**020 – APPROPRIATION NUMBER PROFILE**

TB\_BUDGET\_UNIT

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	BUDGET UNIT	CHAR(05)	10-14
4	REV OBJ I / E	CHAR(01)	15
5	REV OBJ LOW1	CHAR(04)	16-19
6	REV OBJ HIGH1	CHAR(04)	20-23
7	REV OBJ LOW2	CHAR(04)	24-27
8	REV OBJ HIGH2	CHAR(04)	28-31
9	REV OBJ LOW3	CHAR(04)	32-35
10	REV OBJ HIGH3	CHAR(04)	36-39
11	REV OBJ LOW4	CHAR(04)	40-43
12	REV OBJ HIGH4	CHAR(04)	44-47
13	REV OBJ LOW5	CHAR(04)	48-51
14	REV OBJ HIGH5	CHAR(04)	52-55
15	REV OBJ LOW6	CHAR(04)	56-59
16	REV OBJ HIGH6	CHAR(04)	60-63
17	REV OBJ LOW7	CHAR(04)	64-67
18	REV OBJ HIGH7	CHAR(04)	68-71
19	REV OBJ LOW8	CHAR(04)	72-75
20	REV OBJ HIGH8	CHAR(04)	76-79
21	REV OBJ LOW9	CHAR(04)	80-83
22	REV OBJ HIGH9	CHAR(04)	84-87
23	REV OBJ LOW10	CHAR(04)	88-91
24	REV OBJ HIGH10	CHAR(04)	92-95



25	EXP OBJ I / E	CHAR(01)	96
26	EXP OBJ LOW1	CHAR(04)	97-100
27	EXP OBJ HIGH1	CHAR(04)	101-104
28	EXP OBJ LOW2	CHAR(04)	105-108
29	EXP OBJ HIGH2	CHAR(04)	109-112
30	EXP OBJ LOW3	CHAR(04)	113-116
31	EXP OBJ HIGH3	CHAR(04)	117-120
32	EXP OBJ LOW4	CHAR(04)	121-124
33	EXP OBJ HIGH4	CHAR(04)	125-128
34	EXP OBJ LOW5	CHAR(04)	129-132
35	EXP OBJ HIGH5	CHAR(04)	133-136
36	EXP OBJ LOW6	CHAR(04)	137-140
37	EXP OBJ HIGH6	CHAR(04)	141-144
38	EXP OBJ LOW7	CHAR(04)	145-148
39	EXP OBJ HIGH7	CHAR(04)	149-152
40	EXP OBJ LOW8	CHAR(04)	153-156
41	EXP OBJ HIGH8	CHAR(04)	157-160
42	EXP OBJ LOW9	CHAR(04)	161-164
43	EXP OBJ HIGH9	CHAR(04)	165-168
44	EXP OBJ LOW10	CHAR(04)	169-172
45	EXP OBJ HIGH10	CHAR(04)	173-176
46	EFFECTIVE BEGIN DATE	CHAR(08)	177-184
47	EFFECTIVE END DATE	CHAR(08)	175-192
48	STATUS CODE	CHAR(01)	193
49	TITLE	CHAR(40)	194-233
50	LAST PROCESS DATE	CHAR(08)	234-241



**024 – INDEX CODE PROFILE**

TB\_INDEX

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	INDEX	CHAR(05)	10-14
4	PCA	CHAR(05)	15-19
5	FUND DETAIL	CHAR(04)	20-23
6	BUDGET UNIT	CHAR(05)	24-28
7	GRANT NUMBER	CHAR(06)	29-34
8	GRANT PHASE	CHAR(02)	35-36
9	FACILITY	CHAR(04)	37-40
10	PROJECT NUMBER	CHAR(06)	41-46
11	PROJECT PHASE	CHAR(02)	47-48
12	TASK	CHAR(04)	49-52
13	LOCATION	CHAR(06)	53-58
14	ORGANIZATION CODE	CHAR(04)	59-62
15	MULTI PURPOSE CODE	CHAR(10)	63-72
16	EFFECTIVE BEGIN DATE	CHAR(08)	73-80
17	EFFECTIVE END DATE	CHAR(08)	81-88
18	STATUS CODE	CHAR(01)	89
19	TITLE	CHAR(40)	90-129
20	LAST PROCESS DATE	CHAR(08)	130-137

**025 – AGENCY CONTROL PROFILE**

TB\_ORG\_CONTROL

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	FISCAL YEAR	CHAR(06)	4-9



3	AGENCY OBJECT INDICATOR	CHAR(01)	10
4	EFFECTIVE BEGIN DATE	CHAR(08)	11-18
5	EFFECTIVE END DATE	CHAR(08)	19-26
6	STATUS CODE	CHAR(01)	27
7	LAST PROCESS DATE	CHAR(08)	28-35

**026 – PROGRAM COST ACCOUNT PROFILE**

TB\_PCA

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	APPROPRIATION YEAR	CHAR(06)	4-9
3	PCA	CHAR(05)	10-14
4	RTI	CHAR(06)	15-20
5	INDEX	CHAR(05)	21-25
6	FUND DETAIL	CHAR(04)	26-29
7	BUDGET UNIT	CHAR(05)	30-34
8	GRANT NUMBER	CHAR(06)	35-40
9	GRANT PHASE	CHAR(02)	41-42
10	FACILITY	CHAR(04)	43-46
11	PROJECT NUMBER	CHAR(06)	47-52
12	PROJECT PHASE	CHAR(02)	53-54
13	TASK	CHAR(04)	55-58
14	LOCATION	CHAR(06)	59-64
15	PROGRAM CODE	CHAR(04)	65-68
16	FUNCTION CODE	CHAR(04)	69-72
17	MULTI PURPOSE CODE	CHAR(10)	73-82
18	EFFECTIVE BEGIN DATE	CHAR(08)	83-90
19	EFFECTIVE END DATE	CHAR(08)	91-98
20	STATUS CODE	CHAR(01)	99



21	PCA TITLE	CHAR(40)	100-139
22	LAST PROCESS DATE	CHAR(08)	140-147

**027 – PROJECT CONTROL PROFILE**

TB\_PROJ\_CONTROL

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	PROJECT NUMBER	CHAR(06)	4-9
3	PROJECT PHASE	CHAR(02)	10-11
4	TASK	CHAR(04)	12-15
5	RTI	CHAR(06)	16-21
6	GRANT NUMBER	CHAR(06)	22-27
7	GRANT PHASE	CHAR(02)	28-29
8	FACILITY	CHAR(04)	30-33
9	EFFECTIVE BEGIN DATE	CHAR(08)	34-41
10	EFFECTIVE END DATE	CHAR(08)	42-49
11	STATUS CODE	CHAR(01)	50
12	PROJECT DESCRIPTION	CHAR(40)	51-90
13	LAST PROCESS DATE	CHAR(08)	91-98

**029 – GRANT CONTROL PROFILE**

TB\_GRANT\_CONTROL

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	GRANT NUMBER	CHAR(06)	4-9
3	GRANT PHASE	CHAR(02)	10-11
4	FACILITY	CHAR(04)	12-15
5	RTI	CHAR(06)	16-21



6	LOOKUP PROJECT NUMBER	CHAR(06)	22-27
7	LOOKUP PROJECT PHASE	CHAR(02)	28-29
8	LOOKUP TASK	CHAR(04)	30-33
9	EFFECTIVE BEGIN DATE	CHAR(08)	34-41
10	EFFECTIVE END DATE	CHAR(08)	42-49
11	STATUS CODE	CHAR(01)	50
12	GRANT DESCRIPTION	CHAR(40)	51-90
13	LAST PROCESS DATE	CHAR(08)	91-98

550 SCREEN

TB\_RECURRING\_TRN

Seq #	Field Name	Size	Positions
1	DEPARTMENT	CHAR(03)	1-3
2	TRANSACTION NUMBER	CHAR(06)	4-9
3	RTI	CHAR(06)	10-15
4	RTI TRANSACTION TYPE	CHAR(01)	16
5	APPROPRIATION YEAR	CHAR(04)	17-20
6	INDEX	CHAR(05)	21-25
7	PCA NUMBER	CHAR(05)	26-30
8	GRANT NUMBER	CHAR(06)	31-36
9	GRANT PHASE	CHAR(02)	37-38
10	FACILITY	CHAR(04)	39-42
11	PROJECT NUMBER	CHAR(06)	43-48
12	PROJECT PHASE	CHAR(02)	49-50
13	TASK	CHAR(04)	51-54
14	LOCATION	CHAR(06)	55-60
15	MULTI PURPOSE CODE	CHAR(10)	61-70
16	BUDGET UNIT	CHAR(05)	71-75
17	FUND DETAIL	CHAR(04)	76-79



18	SUB OBJECT	CHAR(04)	80-83
19	PERCENT ALLOCATED	CHAR(05)	84-88
20	EFFECTIVE BEGIN DATE	CHAR(08)	89-96
21	EFFECTIVE END DATE	CHAR(08)	97-104
22	STATUS CODE	CHAR(01)	105
23	DESCRIPTION	CHAR(30)	106-135
24	LAST PROCESS DATE	CHAR(08)	136-143



### Exhibit D: Contract Management Toolkit



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#### Contract Management Toolkit Definitions and Instruction Sheets

All public procurements come with a balance between cost versus benefit and risk versus reward. It is incumbent upon the purchasing professional to be diligent in reducing the costs and mitigating the risk in the use of public funds. These tools are designed to assist in providing consistency and control to this process.

Title	Definition
Buyer	This is the lead buyer assigned to the project. This person manages the pre-contract portion of the project (i.e. document development, public posting, evaluation, negotiations, award, kick-off).
Contract Administrator	Usually manages the post-award portion of the project (i.e. escalated problem resolution, change notices, contract administration records review).
Contract Compliance Inspector or Project Manager	This person represents the end-using agency. Usually the primary developer of the statement of work. Monitors the day-to-day activity and communications with the vendor. Initiates problem resolution. Usually the person who completes the contract administration reports.
Subject Matter Experts	Those financial, legal, medical and other experts used for project advice.
Vendor	The prime contractor on the project.
	DTMB Procurement: The Toolkit is required for purchases under PA 431 unless otherwise exempted by policy or the Chief Procurement Officer.  Agency: The Toolkit is required for delegation >\$25,000, PAL, extended or special delegated projects. The Toolkit is optional for delegated procurements < \$25,000.
Toolkit Worksheet	This check list can be used by the buyer to help confirm and organize the use of all the necessary tools for the project.
Project Assessment Report (PAR)	This is to be completed by the Project Manager, or designee, and submitted with the Project Request Form (PRF) in the Procurement Web Tool. The PAR determines which of four risk categories (buckets) a project falls: Low, Moderate, Important, High.
Purchasing Alliance (PAL) Form	The Agency will complete and submit if the project is submitted for the PAL program. This will be submitted with the PRF.
Project Plan	A project plan in the form of a helpful check list format to guide the buyer through the project steps.
Risk Mitigation Worksheet	Individual factors on the Project Assessment Report (PAR) with a score of 3 and above should be reviewed for risk mitigation strategies if the project risk level is a 3 or 4. This worksheet can assist in that process.
Document Authorization & Release Record	This form is completed by the Project Manager and submitted with the statement of work. It is an agency's self-certification that no personal or secure information is included in the materials submitted.
JEC Package	The Joint Evaluation Committee Package is a required tool for all projects that use a JEC. A JEC is required for all projects with a (4) High risk classification. > Evaluator Code of Conduct: This is a required form that must be signed by all evaluation team members. The JEC Chair may substitute this form with both the JEC Conflict of Interest & Disclosure and JEC Confidentiality forms. The document becomes a part of the contract file.
Debrief Meeting Record	The Buyer should use this tool which provides a format for conducting an effective debrief meeting. This is a valuable tool for all projects where a debrief meeting is requested by the vendor.



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Kick-Off Meeting Record	The buyer should complete this report. This tool provides a format for conducting an effective kick-off meeting. It gives a check-list record of important items that usually are considered at such a meeting.
Contract Compliance Report	This tool should be sent with the contract to the Project Manager by the Buyer. This report gives the end user a vehicle for tracking major deliverables throughout the course of the contract. It also allows the end user to note any contract issues that have arisen and make suggestions for improving the process or the contract. The Contract Compliance Report is to be completed by the Project Manager or designee. This is a required tool to be completed at designated times and at project closeout.
Contract Closeout Report	This tool is a helpful check list used when closing out the Contract. The Contract Closeout Report is to be completed by the Project Manager, or designee, and sent to the Buyer. This is a required tool for all projects.



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Project Assessment Report (PAR)

Requisition Number:		
Project Name:		
<p><b>Instructions:</b> This is an optional report for agency procurements that are &lt; \$25,000. This report is required for all other procurements and a signed copy must be submitted with the Project Request Form. Factors I-X must be rated for all projects. Information Technology projects must also include ratings for factors XI – XIII. In the selection column box enter the highest number for the project factor range that applies to the project.</p>		
NOTE	If this is an <b>Information Technology Critical Maintenance</b> project check the box. You do not need to complete the balance of the report. Sign and submit with the PRF. Critical Maintenance is defined as software maintenance and have a CS-138 designation of Non-Juris. Further it can be described as software bug fixes, software help desk support and software upgrades. Critical maintenance would not include consulting services.	<input type="checkbox"/>
NOTE	If this is an <b>Information Technology RE: START</b> project check the box. You do not need to complete the balance of the report. Sign and submit with the PRF. RE:START is a pre-registration program created to provide fast turn around of bids for various hourly IT services. RE:START bid opportunities are only available to those vendors who have pre-registered. Pre-registration includes agreeing to the State's terms and Conditions, and the Not to Exceed rate schedule.	<input type="checkbox"/>
Range	Factors for Commodity, Services and Information Technology Projects	Selection
	<b>I. Total Contract Cost:</b> What is the estimated cost for the anticipated base period of the contract?	Score (0-4)
0	< \$50,000	0
1	Low contract cost - Less than \$1M	
2	Moderate contract cost - Between \$1M - \$5M	
3	Important contract cost - Between \$5M - \$25M	
4	High contract cost - Greater than \$25M	
	Agency comment or explanation:	
	<b>II. Total Contract Duration:</b> What is the anticipated overall potential contract period (base years plus option years)?	Score (0-4)
0	< one year	0
1	One to three years	
2	Four to five years	
4	Greater than five years	
	Agency comment or explanation:	
	<b>III. User Involvement:</b> How many end users do you anticipate for this contract?	Score (0-4)
0	No Agencies (i.e.. MiDeal)	0
1	One agency	
2	Multiple Agencies	
4	Statewide and/or outside Consortiums and Groups	
	Agency comment or explanation:	
	<b>IV. Criticality of Project:</b> Please describe the schedule requirements.	Score (0-4)
0	No urgency	0
1	Standard schedule according to DTMB SLA standards	
3	Accelerated schedule required shorter than SLA standard	
4	Rapid delivery schedule top priority over other Agency projects	



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Range	Factors for Commodity, Services and Information Technology Projects	Selection
	Agency comment or explanation:	
	<b>V. Contract Failure Impact:</b> Which of the following best describes the users impacted by a contract failure?	Score (0-4)
0	Low risk optional use contract with no legal mandate	0
1	Failure will impact internal department operations only	
3	Failure will impact internal and external users	
4	Failure would have a statewide impact, violate state and/or federal mandates or result in the loss of substantial funds	
	Agency comment or explanation:	
	<b>VI. Locations Impacted:</b> Which of the following best describes the locations affected by this contract.	Score (0-4)
0	Contract will be implemented in or hosted from a single location	0
2	Contract will be implemented across multiple agency sites	
4	Contract will be implemented statewide	
	Agency comment or explanation:	
	<b>VII. Availability of Resources for Contract Management:</b> Which of the following best describe the resource requirements of this project?	Score (0-4)
0	Not applicable (IE; MiDeal, one time commodity buys, etc.)	0
1	Adequate staffing is readily available to manage and support the contract, including subject-matter experts	
3	Temporary staffing will be needed to supplement end-user staff to manage and/or support the contract.	
4	Full-time consultants and/or temporary staffing will be needed to manage and/or support the contract. Availability of subject-matter experts is very limited	
	Agency comment or explanation:	
	<b>VIII. Complexity of Statement of Work and Specifications:</b> How would you define the Statement of Work for this project.	Score (0-4)
0	Simple commodity or service with clear specifications	0
2	Complex requirements involving <i>internal</i> expertise	
4	Very complex requirements requiring <i>outside</i> technical experts or evaluators and/or legal review	
	Agency comment or explanation:	
	<b>IX. Business Process Impact:</b> End user business processes impacted?	Score (0-4)
0	Not applicable	0
1	Business processes from a single business unit within an agency will be impacted	
2	Business processes from an entire agency will be impacted	
3	Business processes from multiple agencies will be impacted	
4	Business process change is statewide	
	Agency comment or explanation:	
	<b>X. End Users' Training Needs:</b> Training requirements for this project.	Score (0-4)
0	No Training required	0
1	End-users only require training	
3	Systems & end-users require training and support that can be conducted by in-	

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Range	Factors for Commodity, Services and Information Technology Projects	Selection
	house trainers	
4	Systems & end-users require extensive training and support by the vendor or an outside trainer	
	Agency comment or explanation:	
<b>Project Assessment Score (PAR) for factors I – X</b>		<b>0</b>
Range	Project Factors XI – XIII are for Information Technology projects only	Selection
	<b>XI. Software Technology Customization (IT):</b> What level of customization will be required for this solution?	Score (0-4)
0	All requirements can be satisfied with mature products / standard or configurable products (i.e. COTS)	0
2	The requirements may be partially customized and partially COTS	
4	Fully customized solution	
	Agency comment or explanation:	
	<b>XII. Impact on Existing Application or Infrastructure (IT):</b> Which of the following best describes the impact on existing infrastructure for this project?	Score (0-4)
0	Maintenance	0
2	Product is an <i>enhancement</i> to the existing application or infrastructure	
3	Product is a <i>replacement</i> of the existing application or infrastructure	
4	Product is <i>new</i> and will impact other existing applications or infrastructure	
	Agency comment or explanation:	
	<b>XIII Interface Connectivity (IT):</b> Which of the following best describes the interface connectivity of the proposed system?	Score (0-4)
0	Not applicable or existing without new interfaces	0
2	The new system will interface to 1-4 existing applications	
4	The new system will interface with 5 or greater applications	
	Agency comment or explanation:	
<b>IT Project Assessment Score (PAR) for factors I – XIII</b>		<b>0</b>

Scale:

PAR Score for Commodities and/or Services Project	Risk Level	PAR Score for Information Technology Project	Risk Level
0-10	Low Risk	0-13	Low Risk
11-20	Moderate Risk	14-26	Moderate Risk
21-30	Important Risk	27-39	Important Risk
31-40	High Risk	40-52	High Risk

Type name of person here  
Name of Person Completing Report

\_\_\_\_\_  
Signature/ Date

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Risk Mitigation Worksheet

Instructions: Risk mitigation is required for all projects with an Important (3) or High (4) risk classification. Transfer the project factors scores from the Project Assessment Report to the corresponding row on the worksheet. Individual project factors with a score of 3 and above should be reviewed for possible risk mitigation strategies. Any strategies should be incorporated into the Terms & Conditions and RFP language. You may want to use this optional tool to assist in that process.

Table with 3 columns: PAR Score, PAR Risk Factor, Mitigation, Containment & Contingency Strategies. Rows include: I. Total Contract Cost, II. Contract Duration, III. User Involvement, IV. Criticality of Delivery, V. Contract Failure Impact, VI. Locations Impacted, VII. Availability of Resources for Contract Management, VIII. Complexity of SOW & Specifications.

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PAR Score	PAR Risk Factor	Mitigation, Containment & Contingency Strategies
	scope of work and requirements for the RFP is critical to establish a contract that accurately projects the needs of the State relative to the completion of the project. Incomplete or complex requirements in the RFP increases the risk associated with the contract.	
	<b>IX. Business Process Impact:</b> Business process impact refers to the extent of which existing business processes will be impacted with the implementation, or lack of implementation, of the contract.	
	<b>X. End User Training Needs:</b> End-Users' training needs refers to the risks associated with not having the requisite skills to adapt to new policies, procedures, and/or technology.	
<b>XI – XIII are Information Technology Specific</b>		
	<b>XI. Software Technology Customization:</b> Products that have been widely used for more than a year are considered mature. These types of products are typically reliable and pose little risk. However, pre-released or newly released products using "leading-edge" technology, pose greater risks. Highly customized products also pose greater risks than standard or configurable products (i.e. COTS packages).	
	<b>XII. Impact on Existing Application or Infrastructure:</b> The greater the impact the implementation of the contract will have on the existing application or environment, the greater the potential risk of the project.	
	<b>XIII. Interface Connectivity:</b> The higher the number of existing applications a new system must connect to, the higher the risk for the implementation of the contract.]	



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**Purchasing Alliance (PAL) Request Form**

Part I - General		
1. Purchase Division: <input type="checkbox"/> Commodity <input type="checkbox"/> Service <input type="checkbox"/> IT <input type="checkbox"/> Other	2. REQ Number:	3. REQ Title:
4. Requesting Agency Name	5. Estimated Dollar value of Contract	
6. Person completing this request	7. Agency approval (Agency Purchasing Director)	

Part II – Project Submittals	
Item	
Description of Project:	
Agency Project Manager:	
Agency Contact (if different than above)	
Is the Purchasing Request Form (PRF) completed and attached?	<input type="checkbox"/> Yes <input type="checkbox"/> Other
Is the Project Assessment Report (PAR) completed and attached?	<input type="checkbox"/> Yes <input type="checkbox"/> Other
Project Risk (based on PAR)	<input type="checkbox"/> Low, <input type="checkbox"/> Moderate, <input type="checkbox"/> Important, <input type="checkbox"/> High

DTMB Approvals:

Approved for PAL project	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
Chief Procurement Officer (or designee)	Date:
DTMB Procurement Project Manager: This is the Procurement contact for this project.	

C; Agency  
DTMB Division Dir.



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Document Authorization & Release Record

REQ, RFP or ITB Number	REQ, RFP or ITB Title	
<p>The agency understands their role in protecting information that:</p> <ol style="list-style-type: none"> <li>1. If disclosed would jeopardize the security of personal information. Personal information as defined by PA 452 of 2004, Identity Theft Protection Act Section 445.63 (r) as the first name or first initial and last name linked to 1 or more of the following data elements:                         <ol style="list-style-type: none"> <li>(i) Social security number.</li> <li>(ii) Driver license number or state personal identification card number.</li> <li>(iii) Demand deposit or other financial account number, or credit card or debit card number, in combination with any required security code, access code, or password that would permit access to any of the resident's financial accounts.</li> </ol> </li> <li>2. If disclosed would jeopardize the security or safety of persons or property of custodial or penal institutions and public or private building such as security plans, security codes, passwords and security procedures.</li> <li>3. If disclosed would jeopardize the security or safety of the technology infrastructure of the State such as software and source codes.</li> <li>4. If counterfeited would jeopardize the security of law enforcement and sensitive documents such as surveillance equipment specifications, lab testing requirements, driver's licenses, title records, payment warrants, tobacco stamps, auditing standards, etc.</li> </ol> <p>The agency certifies that they have reviewed the materials submitted for this solicitation and have removed or redacted all information or any elements which could be utilized to obtain such information and have notified DTMB of what information is exempt from FOIA.</p> <p>The agency certifies that if it discovers, subsequent to submitting this form, that an error was made in removing or redacting information, the agency will immediately notify DTMB Procurement.</p> <p>The agency further certifies that they have reviewed the statement of work, specifications and the entire solicitation document and approve of its release to the public on the DTMB Procurement web tool.</p>		
Agency	Name of Authorized Signer, Printed	Signature, Date



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1	REQ, ITB or RFP #							
2	Project Description:							
3	Insert risk Level to the right:							
4	Check Off column	Low Risk (1)	Moderate Risk (2)	Important Risk (3)	High Risk (4)	Not Applicable	<b>Project Activity</b>	<b>Comment</b>
5		REQ	REQ	REQ	REQ	REQ	Ethics & Integrity	Integrity first, Will the process be fair and open? Are we following all applicable Department of Technology Management & Budget Procurement (DTMB) policy?
6		REQ	REQ	REQ	REQ	REQ	Complete submissions	Check that all required submissions and approvals are submitted and funding is available for the project (REQ, ITRAC, CS-138, PAR, PAL).
7		REQ	REQ	REQ	REQ		Project Assessment Report (PAR)	The Project Assessment Report (PAR) should have been completed already to establish the risk level of the project. If not go back and have it completed.
8		OPT	OPT	REQ	REQ		Risk Mitigation	Reviews the 3 & 4 factor scores from the PAR report with the end users to determine if there is a need for any pro-active mitigation solutions.
9		REQ	REQ	REQ	REQ	REQ	Planning/Document preparation	Verify that all necessary specifications have been provided and statement of work is clear and understandable.
10		OPT	OPT	REQ	REQ		Planning/Document preparation	Review of Insurance Requirements to make sure they are adequate. Discuss with DTMB Risk Management as needed.
11		OPT	OPT	REQ	REQ		Planning/Document preparation	Determine if liquidated damages or an Vendor Service Level Agreement (SLA) are required
12		OPT	OPT	OPT	REQ		Planning/Document preparation	Determine if Legal review necessary.
13		OPT	OPT	OPT	REQ		Pre-Publish Document Review	Review SOW, Evaluation model and Price page with end using Agency before publishing the RFP
14		REQ	REQ	REQ	REQ		Document Authorization & Release Record	Before publishing the RFP make sure the <i>Document Authorization &amp; Release Record</i> has been submitted by each end using agency that submitted materials for the RFP. This form may not be applicable for some simple one time commodity buys.
15		OPT	OPT	OPT	REQ		Evaluator Code of Conduct Form	Whether using a buyer, buyer and end-user or JEC evaluation model evaluators should sign the <i>Evaluator Code of Conduct Form</i> for the file.



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16	OPT	OPT	OPT	REQ	Joint Evaluation Committee	Make sure the JEC Evaluators sign the <i>Evaluator Code of Conduct Form</i>
17	OPT	OPT	OPT	REQ	PAL approval by DTMB Procurement	After the JEC selection but before seating the JEC members
18	REQ	REQ	REQ	REQ	Solicitation Process	Establish evaluation criteria before publishing the solicitation.
19	OPT	OPT	OPT	REQ	Stakeholder Conference	Hold an Agency stakeholder meeting to come to agreement on the work statement, documents, evaluation model, and process.
20	OPT	OPT	REQ	REQ	Documents	Long Form Template
21	OPT	OPT	REQ	REQ	Documents	Pre-Publish document review by Management based on internal approval policy
22	OPT	OPT	OPT	REQ	PAL approval by DTMB Procurement	Pre-Publishing document review by Procurement.
23	REQ	REQ	REQ	REQ	Publication	Publish documents on the current e-procurement system
24	REQ	REQ	REQ	REQ	Record Keeping	Set up a electronic record keeping system for all electronic files including e-mail records
25	OPT	REQ	REQ	REQ	Q&A	Question and answer period allowed
26	OPT	OPT	OPT	REQ	Q&A round two	Second round of Q&A
27	REQ	REQ	REQ	REQ	Evaluation	Evaluation of responses using one of several evaluation models (See Ad Guide 0510.34)
28	OPT	OPT	OPT	REQ	Demonstrations and/or Orals	Vendor sample or product demonstrations, or oral presentations
29	REQ	REQ	REQ	REQ	Negotiations	Negotiations as needed with buyer & vendor. Remember price is not the only area that can be negotiated. Look at terms, warranty, service, training, etc.
30	REQ	REQ	REQ	REQ	Federal Debarment Check	If there are Federal funds being used have you checked the epls.gov Federal website to verify the recommended vendor is not currently debarred.
31	REQ	REQ	REQ	REQ	State Debarment Check	If there are State funds being used have you checked the State website to verify the recommended vendor is not currently debarred.
32	OPT	OPT	OPT	REQ	Award Recommendation (PAL approval by DTMB Procurement)	Evaluation summary completed, (signed by all voting JEC members if a JEC is used) and approved based on internal approval policy before publishing. (PAL Approval by DTMB Procurement)
33	REQ	REQ	REQ	REQ	Debrief Meeting	A debrief meeting is required if asked for by the vendor. A optional use Debrief Meeting Record Form is available for your convenience.

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34	REQ	REQ	REQ	REQ	Project Vendor Protests (PAL approval by DTMB Procurement)	Agency may handle the protest however, all vendor protests & responses should be reviewed by DTMB Procurement before mailing them out at all risk levels. DTMB Chief Procurement Officer has final ruling in all vendor protests for purchases done under delegation
35	REQ	REQ	REQ	REQ	Contract Language	Approval of contract language based on internal approval policy
36	OPT	OPT	OPT	REQ	PAL approval by DTMB Procurement	Before the Contract is sent out for signature
37	REQ	REQ	REQ	REQ	Signing of Contract	Based on internal approval policy
38	REQ	REQ	REQ	REQ	Bid Tab & Administrative Board Approval	Complete Bid Tab and get Administrative Board Approval, if applicable.
39	REQ	REQ	REQ	REQ	Civil Rights Awardability, if applicable	If > = \$250,000 a copy of the bid tab should be faxed to Mr. John Golawzewski (MDCR) at 313-456-3826. Mr. Golawzewski will then return the bid tab with a MDCR notation of awardability.
40	REQ	REQ	REQ	REQ	File Folders	Set up Contract File Folder both hard copy & electronic copy
41	REQ	REQ	REQ	REQ	Project File Folder	The original signed contract and all solicitation related documentation, including all Contract management Toolkit records, should be put into the contract file.
42	OPT	OPT	REQ	REQ	File Folders	Management review and approvals of file folder
43	OPT	OPT	REQ	REQ	Contract Distribution	Has the Project Manager/CCI received a copy of the contract?
44	OPT	OPT	OPT	REQ	Kick-Off Meeting, if applicable	Conduct a Kick-Off meeting
45	REQ	REQ	REQ	REQ	Kick-Off Meeting Record	Complete Kick-Off Meeting Record (if a meeting is held) For IT projects the IT Project Manager will handle and completes this form or a DMB 0210 Contract Start-up Checklist which will remain in their possession.
46	REQ	REQ	REQ	REQ	Statewide Contract Roll-Out	Announce and provide 'how to use' information on new statewide contracts at the SPG Roundtable meetings as well as through the SPG listserv.
47	REQ	REQ	REQ	REQ	Contract Compliance Report	Has the Contract Compliance Report process been explained to the Project Manager/CCI.
48	REQ	REQ	REQ	REQ	Project Closeout Report	Has the Contract Closeout Report process been explained to the Project Manager/CCI.
49	OPT	OPT	OPT	REQ	Project Audit	Project review and lessons learned analysis done by Project Team
50	Page 4					
51					Print Name of Buyer	Signature of Buyer, Date



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**Joint Evaluation Committee Exceptions Form**

For RFP # (Insert RFP Number) I am requesting an exception to Administrative Guide 0510.34 (Joint Evaluation Committee Procedure) as to the number and makeup of the voting members for the following reason(s).

Exception requested for the following requirement. (Please check all that apply)

- The initiating department or agency shall not have more than a majority (50%) voting representation on a JEC.
- No person representing the requesting agency may serve on a JEC as a voting member if they are in a direct supervisory relationship to another JEC voting member.
- Other: enter other reason here

Reason for exception. (Please check all that apply)

- Subject matter expertise required
- Lack of qualified participants
- Risks, costs and difficulty associated with the purchase
- Training of new staff
- Other: (Insert reason here)
- Comment: (Insert comment here)

\_\_\_\_\_

Buyer Name (Print)

\_\_\_\_\_

Buyer Signature / Date

\_\_\_\_\_

Division Director (Print)

\_\_\_\_\_

Signature / Date



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Click to type date

TO: Click to type name and title  
Click to type name of dept/agency

FROM: Click to type name and title of buyer  
Click to type name of Purchasing Unit,

SUBJECT: Joint Evaluation Committee for Request for Proposal 0711Click to type remainder of RFP #

You have been selected to participate on a Joint Evaluation Committee (JEC) to evaluate bidder responses to the Invitation to Request for Proposal No. 0711Click to type rest of RFP #to establish a contract for Click here to type description of commodity or service.

The JEC serves in an advisory capacity to the Michigan Department of Technology, Management and Budget Chief Procurement Officer who is ultimately responsible for the procurement. The purpose of the committee will be to evaluate written proposals submitted by prospective bidders and determine the ability of the bidders (as evidenced in their written proposals and/or oral presentations and demonstrations) to meet the objectives of the project, as stated in an RFP. The decision of the JEC is an award recommendation to the Purchasing Units Director who is responsible for presenting a recommendation to the State Administrative Board, if applicable, for final approval.

The JEC process will require that you review the RFP, conduct an independent review of the bid proposals, and attend all committee meetings. There will be a pre-bid meeting on Click to type date starting at Click to type time at Click to type meeting location. JEC member attendance at this pre-bid meeting is optional.

Enclosed is a copy of the RFP and an Evaluator Code of Conduct form. If you have any questions about this form, if you believe you will not be able to perform the necessary duties of an evaluator, or if you believe that there is or may be a potential conflict in serving on this JEC, please contact me as soon as possible. Otherwise, please complete this form and return it to me by \_\_\_\_\_.

Please also note that you are prohibited from having discussions regarding this RFP with the vendor. If a vendor does make contact, you must refer the vendor to the assigned buyer.

Thank you in advance for your cooperation and contribution to this important project. I can be reached at (517) Click to type phone # if you have any questions.

Attachments: Estimated Timeline  
Copy of RFP  
Copy of JEC Ad Guide Procedure



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**Evaluator Code of Conduct**

As an Evaluator for Request for Proposal # (insert number), I agree:

1. To disclose in writing to the lead evaluator, any personal, financial, business or other conflicts of interest that impairs or may impair my independent judgment or action in the performance of the duties of an evaluator. This disclosure extends to conditions in which my employer or any members of my immediate family have been involved (past, present, or known future).
2. That the discussions of the evaluation remain confidential to the evaluation committee until a notification of award has been made.
3. To familiarize myself with the Request for Proposal document, its attachments and addendums and with all bidder submissions sent to me.
4. To attend and contribute to pre-award activities, if asked, such as pre-bid meetings, walk-throughs, site visits and oral presentations.
5. To attend scheduled meetings, if asked, and be prepared to constructively and actively participate in the evaluation process and to base my evaluations on a thorough review of the bidder's submissions.
6. To attend any post award activities, if asked, such as debrief & kick-off meetings and protest resolution meetings.
7. To resist a "group think mentality" that tries to eliminate my individual determination through obvious or subtle pressures.
8. My judgment will be unbiased and based on the submitted materials.
9. To work within the consensus process where although I may have another first preference I can support the professional consensus decision of the group.

All evaluators are required to maintain the highest level of integrity regarding confidentiality and disclosure and are required to comply with Civil Service rule 2-8 (Ethical Standards of Conduct) and Public Act 196 of 1973 (State Ethics Act). State employees involved in the purchasing function are also under the added umbrella of the Administrative Guide 0510.47 (Purchasing Code of Professional Ethics). The consequences for failure to comply can be found in the body of these documents.

\_\_\_\_\_  
Evaluator Name (Print)

\_\_\_\_\_  
Signature / Date



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*enter date*

TO: *enter recipients name here*

FROM: *enter buyer name here*  
*enter division name here*

SUBJECT: Joint Evaluation Committee Project Package  
 Request for Proposal No. *enter RFP number here*

Included with this Memorandum are the following:

1. Responsive proposals
2. Evaluation criteria and Worksheet
3. Please review the Administrative Guide 0510.34:  
[http://www.michigan.gov/dmb/0,1607,7-150-9131\\_9347---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html)

Please refer to the Evaluators Code of Conduct Form that you previously signed prior to reviewing the enclosed documents. Once you reaffirm your understanding of your responsibilities as an evaluator, review the bidder's names of the responsive proposals. If you have a conflict of interest with any of the bidders immediately return all attached documents and make contact with the lead evaluator at the telephone number or email address listed below.

If no conflict exists, review the Evaluation Criteria and Worksheet and the Administrative Guide 05.10.34. Lastly, complete an independent review and evaluation of each proposal. This information must be read before the Joint Evaluation Committee (JEC) meeting scheduled as follows:

Date:  
 Time:  
 Location:

Thank you for your cooperation and contribution to this important project.

Sincerely,

Name  
 Title  
 Telephone number  
 Email



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**DEBRIEF MEETING RECORD**

NOTE: The purpose of the debrief meeting is to review the strengths and weaknesses of the debriefed vendor's proposal.

Part I - General		
2. Procurement Division: <input type="checkbox"/> Commodity <input type="checkbox"/> Service <input type="checkbox"/> IT	2. Description	3. RFP Number:
4. Vendor Name	5. Date & Time of meeting:	
6. Buyer	7. Project Manager (Agency Rep)	8. Agency Name
9. Procurement Buyer	10. Meeting type: <input type="checkbox"/> Face to Face, <input type="checkbox"/> Teleconf, <input type="checkbox"/> Other	

Part II - Meeting Participants		
Name	Organization Represented	Telephone Number & E-mail Address

Brief Meeting Summary:

Signatures:

Buyer:	Date
Agency Representative (if present):	Date
Vendor Representative (optional):	Date

*Disclaimer: No expressed or implied statement or action taken during the Debrief Meeting is intended to alter or change any of the specifications, statement of work or terms or conditions of the Request for Proposal or Contract.*

*This record will become part of the contract file.*



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**CONTRACT COMPLIANCE REPORT**

**Section 1. Contract Information**

Contract Number	Agency		
Vendor/Contractor Name	Brief Description of Project		
Type of Purchase: <input type="checkbox"/> Commodity <input type="checkbox"/> Service <input type="checkbox"/> IT <input type="checkbox"/> Other	Contract Expiration Date		
Name of Buyer	Name of Contract Administrator		
Name of CCI/Project Manager (Agency Rep)			

**Section 2. Reason for Review**

Scheduled Quarterly	<input type="checkbox"/>
Scheduled Semi-Annual	<input type="checkbox"/>
Scheduled Annual	<input type="checkbox"/>
Contract Closeout	<input type="checkbox"/>
Other:	<input type="checkbox"/>

**Section 3. Contract Scorecard on Deliverable and Milestones**

KEY DELIVERABLES PER THE CONTRACT	COMPLIANCE TO CONTRACT STANDARD
Quality of deliverables (met specifications)	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Timeliness of deliverables (on schedule)	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Accuracy of deliverables (right quantities and locations)	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Knowledge of Vendor support staff	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Timeliness and accuracy of invoices	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Helpfulness, promptness and courtesy of Customer Service	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Cost control of project by contractor	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
Timeliness of required reports	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A
	<input type="checkbox"/> Exceeded <input type="checkbox"/> Met <input type="checkbox"/> Below <input type="checkbox"/> N/A



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**Section 4. Issues Log (Complete for any 'below' rating in Section 3 above)**

DELIVERABLE / ISSUE (Below Rating in Section 3)	WAS A VENDOR PERFORMANCE RECORDED IN MAIN?	PERFORMANCE ID (5260 SCREEN)	STATUS	DISCUSSED WITH VENDOR
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Open <input type="checkbox"/> Closed	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Open <input type="checkbox"/> Closed	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Open <input type="checkbox"/> Closed	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Open <input type="checkbox"/> Closed	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Section 5. Contract Spend History Summary**

DATE	CURRENT CONTRACT SPEND	REMAINING CONTRACT VALUE	REMAINING BALANCE SUFFICIENT
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Submitting Change Notice
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Submitting Change Notice
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Submitting Change Notice
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Submitting Change Notice

**Section 6. Change Notices**

If in the last year of the contract, do you anticipate the need to exercise any available option years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please describe specifics:
If in the last option year do you anticipate any extensions or changes to this contract will be required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please describe specifics:

**Section 7. Comments**

Use this section to provide feedback regarding the current contract or suggestions for improving future similar contracts related to: a) recommended process improvements; b) potential cost reduction; c) improving the quality of goods or services received; and d) what the vendor could do different.



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**Section 8. Signatures and approvals**

Agency Rep (person who completed form (print name))	Agency Rep (signature & date)
CCI/Project Manager (print name)	CCI/Project Manager (signature & date)
To be completed by the CCI/Project Manager (or designee) and sent to the DTMB Contract Administrator and Agency Purchasing Office (Buyer) for review	

DTMB PROCUREMENT INTERNAL USE ONLY:

DTMB Contract Administrator Comments: Discussed report with PM/CCI Insurance Certificate Current	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No Action Comment, <input type="checkbox"/> Yes <input type="checkbox"/> No/Requested New Certificate
DTMB Contract Administrator (print name)	DTMB Contract Administrator (signature & date)



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CONTRACT CLOSEOUT REPORT

**Section 1. Project Information**

RFP Number:		Agency:	
Brief Description of Purchase		Name of Agency Buyer	
Contract Number:			
Vendor/Contractor Name:		Vendor Contact Info: Name: Phone:	
Name of Contract Administrator	Name of Project Manager	Contract Expiration Date	
Type of Purchase: <input type="checkbox"/> Commodity <input type="checkbox"/> Service <input type="checkbox"/> IT		<input type="checkbox"/> One-Time Purchase <input type="checkbox"/> Multi-Year Contract	

**Section 2. Contract Closeout Checklist (to be completed by the CCI/CA)**

1. Have the receipt and approval of all deliverables been verified?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2. Have all outstanding invoices been paid (not including the final invoice)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3. Have all outstanding claims, investigations and vendor performance issues been resolved?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4. Have all key records, data, reports, documents, and correspondence been obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5. Have warranties been verified?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Has a General Release of further liabilities and claims been received from the vendor/contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
7. Have grant requirements been verified?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8. Has review by legal counsel been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9. Has the final Contract Compliance Report been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
10. Have security badges been recovered from the vendor/contractor's employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
11. Have access to all systems and databases been cancelled for vendor/contractor's employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
12. Has all property of the State used by the vendor/contractor's employees been returned?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
13. Has the Vendor paid any final Administration fees?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
14. Have all final reports been received?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
15. Has all vendor equipment been removed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
16. Is the contract file complete?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A



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16. Indicate the item number and the reason(s) why for all "No" responses above:

17. Use this section to provide feedback, including any from the vendor, regarding the current contract or suggestions for improving future similar contracts related to: a) recommended process improvements; b) potential cost reduction; or c) improving the quality of goods or services received.

Project Mgr/ (Agency Rep) (print name)	Project Mgr (signature & date)
DTMB Contract Administrator (print name)	DTMB Contract Administrator (signature & date)