

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

**NOTICE OF CONTRACT NO. 071B5500095**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
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CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Financial Institution Data Matching (FIDM) Alliance solution			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	7/1/2015	6/30/2020	two (2), one-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
45 days	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>		\$455,655.00	

**THIS IS NOT AN ORDER:** This Contract is awarded on the basis of our inquiry bearing the solicitation # 007115B0003520. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

**For the Contractor:**

\_\_\_\_\_  
**Raul Ocazonez,**  
**President**  
**Informatix, Inc.**

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Bill Pemble,**  
**IT Division Director**  
**State of Michigan**

\_\_\_\_\_  
**Date**

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

### **1.000 Project Identification**

#### **1.001 PROJECT REQUEST**

Through the Michigan Department of Technology, Management, and Budget (DTMB) supporting the Department of Human Services (DHS), this Contract is to support a Financial Institution Data Matching (FIDM) Alliance solution to conduct data matching between state child support enforcement agencies and financial institutions with the end goal of enhancing the collection of overdue child support with Informatix, Inc. (“Contractor”). See **Exhibit 1**, for Current FIDM Alliance Information Statistics.

Nineteen states have entered into an Alliance for the purpose of outsourcing in-state FIDM programs. See TASK 1 – INITIAL OUTREACH to FINANCIAL INSTITUTIONS (FIs) for actual list. Additional states may join the FIDM Alliance during the term of this contract. The Alliance is a coalition of states formed to cooperatively develop, issue, and oversee these FIDM operations. The Alliance will continue to focus on cooperation on data matching functions.

All states that take part of the Alliance Program must have the same contract end date(s) within their own individual contract. All states that participate in the Alliance Program must have the same ability to renew as described in Section 2.002 within their own individual contracts.

Michigan was responsible for coordinating the contract solicitation process in accordance with Michigan procurement policies. Each participating state is responsible for entering into individual contracts with the awarded Contractor in accordance with each state’s procedures and laws.

Required tasks may vary between Alliance partners and will be noted in each State’s unique pricing in **Attachment A – Pricing Proposal**.

- The mission for child support enforcement is to enforce the support obligations owed by obligors to their children, locate delinquent obligors, establish paternity, and obtain child, (in some states spousal), and medical support. The Federal Office of Child Support Enforcement (OCSE), under the adoption of PRWORA (Personal Responsibility and Work Opportunity Reconciliation Act) authorizes this activity.
- The primary objective of each state’s FIDM program is to discover assets belonging to delinquent obligors thereby increasing the collection of past due child support.
- Project implementation involves executing agreements with each of the nineteen states participating in the Alliance and collecting all financial institution information that will be provided by each state to commence data matching effective 2015. The Contractor will facilitate state-to-state matching to increase the discovery of assets across state lines.
- The Contractor must understand and comply with all data security agreements. This security agreement is applicable to all child support confidential program information designated as confidential under federal law or regulation because the information relates to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. *Ref 45 Code of Federal Regulations (CFR) 303.21(a)*.

#### **1.002 BACKGROUND**

The child support enforcement Program was established in 1975 as Part D of title IV of the Social Security Act. The Program helps to strengthen families and reduce welfare dependency by placing responsibility for supporting children on their parents. Designed as a joint federal, state, and local partnership, the Child Support Enforcement (CSE) Program involves 54 separate state or territorial organizations, each with its own unique laws and procedures. State and local human service agencies, often with the unique laws and procedures often with the help of prosecuting attorneys and other law enforcement officials of family or

domestic courts, usually run the Program. At the Federal level, the U.S. Department of Health and Human Services provides funding, training, and technical assistance to States through the Administration for Children and Families Office of Child Support Enforcement (OCSE).

Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), provided new enforcement remedies for child support. Among these is Section 466(a) (17) of the Act which requires states to establish procedures under which the State child support enforcement (IV-D) agency shall enter into agreements with financial institutions doing business in the State for the purpose of securing information leading to the enforcement of child support orders. The State shall develop and operate, in coordination with these financial institutions, a data match system in which each financial institution will provide quarterly the name, records address, social security number or other taxpayer identification number for each non-custodial parent who maintains an account at such institution and who owes past-due support. The State must supply the name and social security number or other taxpayer identification numbers. These procedures must provide for automated data exchanges to the maximum extent feasible.

The data matches are done by either of the following two methods using data specifications approved by the U.S. Office of Management and Budget (OMB Control No: 0970-0196) in 2004, or as amended thereafter.

- Under **Method 1** (all accounts method) a financial institution submits a file containing all accounts that are then matched against records of delinquent obligors.
- Under **Method 2** a financial institution receives a file containing records of delinquent obligors from the Contractor, matches the file against all its accounts, and submits a file of matched records.

### Legal Basis

**MSFIDM - (Multi-State Financial Institution Data Match)** Public Law 105-200, the Child Support Performance and Incentive Act of 1998, modified PRWORA to better facilitate the data match for multi-state financial institutions (MSFIs); i.e., those operating within two or more states. Public Law 105-200 authorized the federal Office of Child Support Enforcement (OCSE) to act as the conduit between the states and territories and the MSFIs in the development and implementation of a centralized, quarterly data match program for the collection of child support delinquencies. Multi-state financial institutions may opt to match through the federal OCSE or with the individual states in which they do business. Beginning in July, 1999, the OCSE began distributing the national file of delinquent obligors to the MSFIs for matching using Method 2, as well as disseminating information to the State IV-D agencies. This process is referred to as "MSFIDM".

Pursuant to Section 466(a)(17)(C) of the Social Security Act, a financial institution will not be liable under any federal or state law to any person for (1) any disclosure of data match information to the state IV-D agency, for (2) encumbering or surrendering any assets held by a financial institution in response to a notice of lien or levy issued by the state IV-D agency, or (3) for any other action taken in good faith to comply with the requirements of Section 466(a)(17) of the Act.

**Lien And Levy** - Section 466(a)(17)(C) A state child support agency is required to establish procedures to identify cases that meet arrearage threshold and other program screening criteria subjecting them to the data match and to any subsequent attachment/lien and levy action. Financial institutions subject to the matching provision are required to encumber or surrender the assets held by the delinquent obligor in response to the notice of attachment/lien and levy from the state agency. The attachment/lien and levy action is subject to the laws of the state where the asset is located and to those respective due process provisions, as well as to account balance thresholds and exemption thresholds of those laws.

### **Multi-State FIDM Alliance**

All FIs that choose not to exchange data with the federal OCSE must exchange financial information with the IV-D agency of the state where the FIs are physically located. For this purpose each state enacted enabling legislation. Citations for the legal authority to accomplish in state FIDM are included in-state Attachments as **Exhibit 3** for FIDM Citations.

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

### **1.101 IN SCOPE**

The overall objective of the resulting contract is to procure the full range of services for each FIDM Alliance member, in order to increase child support collections through the identification and location of financial institution accounts of delinquent obligors; facilitate interstate case processing; simplify standardization and centralization of the data match for Alliance states; and provide savings through cost sharing of a single-site FIDM processing unit.

A more detailed description of the software, services (work) and deliverables sought for this project is provided in Article 1, Section 1.104, Work and Deliverables.

### **1.102 OUT OF SCOPE**

An example of "out of scope" work would be a state's request that the Contractor appear at a hearing where a delinquent obligor is contesting a lien notice.

### **1.103 ENVIRONMENT**

Each Alliance State will have separate IT policies, standards and procedures. The following is for Michigan only.

The links below provide information on the State's Enterprise information technology (IT) policies, standards and procedures which includes security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

The State has methods, policies, standards and procedures that have been developed over the years. The Contractor must conform to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

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

[http://michigan.gov/dtmb/0,4568,7-150-56355\\_56579\\_56755---,00.html](http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html)

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The DTMB Project Manager must approve any tools, in writing, before use on any information technology project.

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

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

[http://www.michigan.gov/dtmb/0,1607,7-150-9131\\_9347---,00.html](http://www.michigan.gov/dtmb/0,1607,7-150-9131_9347---,00.html)

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

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

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

Includes standards for project management, systems engineering, and associated forms and templates:

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

The Contractor agrees to comply with the safeguarding requirements of IRS Publication 1075 if they are in receipt of any Federal Tax Information (FTI) from the state child support agencies.

The Contractor agrees to National Institute of standards and technology (NIST) Standards.

The Contractor agrees to comply with all of the security and data safe guarding requirements that the Federal Office of Child Support enforces on each State child support agency listed in the OCSE Security Agreement. See Section 1.700 for more details.

**Preliminary Enterprise Architecture Solution Assessment is attached as Exhibit 5.**

**1.104 WORK AND DELIVERABLES**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**TASK 1 – INITIAL OUTREACH to FINANCIAL INSTITUTIONS (FIs)**

**A. Outreach to existing FIs**

The Contractor must develop an outreach strategy, produce necessary contact materials, contact all FI associations and perform outreach to FIs for those states that have not mailed initial FIDM packets to FIs.

If a new state has yet to start FIDM activity, or has a minimal amount of FIs signed up, the outreach start-up tasks will be instrumental to the success of the new state’s program and participation in the Alliance.

See Table below for:

State	Total FIs*	Number of FIs Signed	Percent
Alaska	19	17	89%
Arizona	63	62	99%
California	755	755	100%
Colorado	188	188	100%
Idaho	64	62	97%
Illinois	869	829	95%
Indiana	295	282	96%
Maine	89	89	100%
Maryland	155	154	99%
Michigan	411	403	98%
Montana	115	113	98%
Nebraska	258	258	100%
New Jersey	281	247	88%
New York	650	525	80%
Nevada	36	36	100%
North Dakota	129	129	100%
Ohio	530	480	91%
Texas	1021	1010	99%
Wisconsin	441	441	100%

\*Total FIs column represents FIs identified. Number of FIs signed represents those that have signed as of September 2014.

The following outreach steps must be accomplished (but are not limited to the following):

- Identify all FIs doing business within the state.

- List all FIs by category (e.g., *type of institution, matching multi-state or in-state, meeting waiver criteria, etc.*).
- Contact all trade associations.
- Contact all single state FIs and conduct outreach about FIDM requirements, protocols, and lien and levy activity for the respective state.
- Sign-up (enroll) FIs to participate in the respective state's FIDM program or identify them as participating in MSFIDM.

The Contractor will document an outreach strategy that is approved by the state prior to implementing the outreach campaign. Eligible financial institutions doing business within the Alliance states, including all types of banks, credit unions, trust companies and savings and loan institutions, are sent an outreach packet that includes the agreement, a cover letter describing the data match program and a copy of the state statute for the FI to reference. FIs that do not sign agreements during the Contractor's initial campaign become part of the Contractor's ongoing outreach strategy.

After an initial outreach packet is sent to FIs in a new state or to a new FI within the existing Alliance states, the Contractor will conduct ongoing outreach efforts to ensure an FI's continued participation in the program. This includes, but not limited to:

- Initiating follow-up telephone calls within two weeks of sending initial outreach packets.
- Continuing with periodic telephone calls and email reminders every few weeks on an ongoing basis.
- Sending follow-up letters based on direction given from Alliance states.

The Contractor must provide ongoing outreach to all respective trade associations for the same purpose.

All outreach activities must be reported quarterly to each respective state. Outreach materials have been developed by the federal OCSE and each state. The Contractor must build its outreach materials on these materials and in all cases must obtain approval from the contract administrator prior to any distribution of outreach materials to the FIs or trade associations. (Material production, or reproduction, postage, and distribution costs will be reimbursed by each state).

The Contractor will contact FI trade associations and, using a variety of approaches, will educate the associations on FIDM requirements, protocols, and lien and levy activities and introduce them to Contractor. Contacting the trade associations is to enlist the support of the associations and provide them with information and materials to encourage FI participation.

Based on the state's approval, the Contractor will perform the following FI outreach and trade association activities:

- **Online Presentations** - Contractor offers each FI trade association the opportunity to access an online PowerPoint presentation that includes a question and answer session to address any areas that may require additional information. As an alternative, associations have the option to receive the PowerPoint presentation electronically and have questions addressed by email or telephone.
- **Provide articles to banking and credit union associations** –Contractor offers each FI trade association a press release or short article detailing the FIDM program prior to conducting initial outreach to the FIs. The goal is to provide materials that educate the FI trade associations as well as their FIs about the program. Contractor works with the state to develop an article or Q&A format authored by the state to explain the benefits of participating in FIDM, and to cite specific success stories.
- **Outreach Tools** – As part of our outreach efforts, Contractor will use a variety of resources to identify every in-state FI, by category, and educate each one regarding FIDM requirements, protocols, and lien/levy activities. One of the tools the Contractor will utilize is our FIDM website, an excellent resource for FIDM information the FIs will find valuable. Contractor mails a standard outreach packet to each identified FI and includes a reference to the existing Contractor/Alliance outreach website (<http://fidm.statedatamatch.com>). A state opting to take advantage of Contractor's standard outreach packet is only required to complete specific areas within each form. Contractor works collaboratively with the state to complete the standard outreach packet, including review and editing of outreach materials, as requested.
- **FIDM Public Website** -Contractor offers FIs access to our public website as an additional tool for outreach and education. This website includes standard outreach information such as FIDM state laws, FI agreements, general FIDM program information and details on how to join the Alliance. A

helpful 'Frequently Asked Questions' section answers many common questions about the matching process. An overview of the FIDM program assists new FIs or those unfamiliar with FIDM and the benefits of participating in the program. Contractor also offers a security document and file validation program to assist the FI in the matching process.

- **Leverage Resources for Contacting FIs** – Among other resources, Contractor accesses the Office of Child Support Enforcement (OCSE) recommended websites cited below to obtain a listing of the in-state institutions within each state:

1. iBanknet ([www.ibanknet.com](http://www.ibanknet.com))
2. National Information Center ([www.ffiec.gov](http://www.ffiec.gov))
3. State Financial Institution Licensing Departments
4. NCUA ([www.ncua.gov](http://www.ncua.gov))
5. FDIC ([www.fdic.gov](http://www.fdic.gov))

In addition, Contractor leverages state-operated websites, as well as subscription sources for accessing up-to-date FI information.

The Contractor will provide participation and communication with FIs in each state through the following:

- Sending a Data Reliability Checklist to the FI's Data Processors before the file is sent.
- Providing access to an evolving interactive FIDM public website.
- Providing a highly successful internet option for transmitting data.
- Initiating a tickler system that includes email and phone notification before a file is due.
- Allowing FIs to access FTPs for automation purposes.
- Sending out email confirmations nightly for those files that process each day.
- Continuing non-compliance notifications by email, telephone and letter to those institutions not submitting files during their scheduled processing times.

Compensation for this task will be provided on a per-FI basis.

## **B. Outreach to newly established FIs**

Each year newly established FIs open their doors for business and register their institution with the banking regulatory agencies. It is anticipated that newly formed FIs will not be familiar with the FIDM program. The Contractor must act as the state's agent in orienting these FIs with regards to the FIDM program requirements and state policies.

The Contractor must monitor regulatory agency listings to identify these newly established FIs, and enroll such institutions with the in-state FIDM program or determine that such FIs are matching through MSFIDM. The Contractor must also notify each state FIDM Contract Administrator when new FIs are identified and/or drop out of the program. Details of this notification will be arranged state by state.

The Contractor will be compensated for this work through a unit price quoted on **Attachment A – Pricing Proposal**. (Compensation for this task excludes newly named/formed FIs as a result of a merger). Any associated material production, distribution and postage will be reimbursed "at cost" by each state.

Ongoing outreach will begin after an initial outreach packet is sent to FIs in a new state or to a new FI within the existing Alliance states. The Contractor will conduct ongoing outreach efforts to ensure an FI's continued participation in the program. This includes:

Initiating follow-up telephone calls within two weeks of sending initial outreach packets;  
Continuing with periodic telephone calls and email reminders every few weeks on an ongoing basis;  
Sending follow-up letters based on direction given from Alliance states in an attempt to increase compliance.

The outreach strategy to existing FIs will be leveraged as described in Task 1a, Outreach to Existing FIs, for new financial institutions.

The Contractor will report all outreach activities to the state on a quarterly basis.

## **TASK 2- SUPPORT SERVICES TO FINANCIAL INSTITUTIONS and CLIENT STATES**

The support services must include the following:

Participating states must be allowed to access the call center information and stats via a website.

Contractor shall develop and support a dedicated toll free customer service telephone line for financial institutions. Please see attached FIDM Alliance Call Center Specifications provided in **Exhibit 2**.

The Contractor must provide call center operations and must provide, at minimum, the following:

- the number of lines and staff;
- a report covering the last three years of the number of calls;
- the subject of the calls;
- the average call duration;
- the number of calls answered within 10 seconds; and
- the number of dropped calls.

The Contractor will seek to expand the Contractor's services to the Alliance states, including providing additional reports and services. Such expansion of services may entail additional costs, upon mutual agreement, depending on the nature and extent of requirements.

The Contractor will perform tasks that include, but are not necessarily limited to:

- Provide a link to the financial institution data match specifications handbook on the Alliance public website.
- Provide live operators to respond to inquiries from callers.
- Track and report statistics such as number of calls and types of questions.
- Notify FIs that their file was received and processed.
- Check for data reliability issues with FI files and contact the FI regarding those issues.
- Send CD-ROMs containing encrypted extracts to FIs who have not pulled a file from the FTP server or website.
- Notify FIs by email of their scheduled week to send a FIDM file.
- Generate a weekly email to institutions that are non-compliant.
- Provide an Excel-based spreadsheet to create a FIDM file for paper filers.
- Send Compliance schedule reports to all states quarterly.
- Send Merger reports monthly.
- Deliver weekly invoice list for approval.
- Create monthly merger report, list of new agreements sent weekly and organization extract.
- Process reimbursement invoices on a bi-weekly basis.
- Provide lien and levy enforcement processing.
- Provide Maryland reimbursement verification services.
- Provide weekly certification reports, non-direct FIs, notable matches , non-compliance and zero balance reports.
- Provide monthly project status reports.
- Provide a monthly matching statistical report.
- Provide quarterly reports for matches greater than a specific dollar amount.

- Provide a quarterly account type, trust accounts and closed account reports.
- Provide quarterly account type and zero balance reports.
- Provide a quarterly state-to-state matching report.
- Provide quarterly Alliance cross hits, and in-state and IDEC matches report.
- Provide a quarterly Servicing Agent hierarchy report.
- Send a monthly pay file report and waive list.
- Send a monthly phone report.
- Provide a monthly agreement query report.
- Send a quarterly phone report.

The Contractor commits to continuing to find ways to offer new and/or improved services.

Costs quoted for the customer service line will include all expenses for this feature including, but not limited to, Contractor staff, maintenance and all telephone line fees. Invoices provided to states must include detailed calling information (*e.g., who called in*). Contractor will charge a quarterly customer service line fee which will include the first 300 incoming calls and invoice the state for any calls above the 300 allowance.

Invoices provided to states must include detailed calling information (*e.g., who called in*).

#### Task 2.A

As part of the Contractor's commitment to the Alliance, the Contractor will provide an Interactive Voice Response (IVR) and call center solution with an extensive list of features, including:

- Full Automatic Call Distribution (ACD) functionality
- Menu options for the caller
- Ability to send calls to the longest idle agent
- Ability for agent sign-on/sign-off
- Ability to generate scheduled and on-demand reports to include timeframe intervals from 15 minutes to quarterly summaries
- Data retention of historical traffic data for the duration of the contact as deemed necessary to the Alliance states
- Standard PBX features, with the system to include call transfers (blind and consult), conference calls (up to 32 participants with a dedicated conference board), call park, and call pickup
- Unlimited menu levels and menu transfers standard with system
- Skills-based rerouting capabilities
- Standard supports for audio prompts of any length
- Standard support for using existing wave (.wav) files
- Support for multiple languages
- Support for telecommunications device for the deaf (TDD)
- Support for text-to-speech capabilities across multiple languages
- Optional speech recognition capabilities using the Nuance® ASR engine, ScanSoft® (formerly SpeechWorks®) and/or Aculab speech recognition engines

The system will feature standard skills-based routing capable of handling any number of queues and routing strategies, as well as rules-based routing. Any number of queues (*e.g., user, station, workgroup, ACD, line,*

etc.) and routing strategies are capable of being set up. In addition, queues have the ability to be configured with skills-based routing to ensure that a caller is transferred to the agent with the skill set (i.e., language, proficiency, priority, etc.) best prepared to handle the call. Additionally, supervisors will have a real-time view into the queues and specialists' activity. Supervisors should monitor many criteria important to exceptional customer service, including calls waiting, calls connected, longest call waiting, longest call connected, agents logged in, agents available, number of calls, abandon rate, service level, etc. Supervisors must set thresholds on the above statistics to be alerted that the call center conditions have changed and choose to intervene.

Standard with the system, FIDM Specialists will have the ability to sign on and sign off as well as set their current operational status ranging from "Available" to "In a Meeting," "Away from Desk," "Out of the Office," etc. Any status the specialist sets is reflected throughout the system.

The Contractor's IVR platform will support proactive notification of FIs and participating states. The Contractor's IVR and call center platform has the capability to complete outbound control through combined campaign/ interaction management without the addition of predictive dialer hardware. The Alliance could utilize the IVR lines to proactively notify financial institutions and participating states of relevant information. Although outbound calling is not included in the Cost Proposal, the Contractor can provide cost estimates for this service should the Alliance be interested in pursuing this option. Several of the standard features beneficial to the Alliance for outbound calling include:

- Multiple campaigns that can be scheduled in advance, by configuring the system to transition at a specific time from one mode of operation to another, such as calling FIs to inform them of an upcoming match date or of the need to participate in the FIDM program.
- Ability to leverage existing databases to provide a direct connection to contact list tables. Before ever placing a call, the software checks the database for duplicate records and deletes duplicate entries from a call list.

The Contractor will provide a Call Center Statistics Report that will provide summary and detailed information about caller activity. The reports will include statistics on total number of calls to the IVR, from FIs, from each state, and the number of abandoned calls as well as at what menu level they were abandoned. The report will also include how many times each menu was reached and a summary of the menus reached each day in a time range.

The Contractor's report will allow FIDM Alliance members to see call statistics for their particular state. The originating phone numbers will be grouped by area code and those codes will be associated with each individual state. The Contractor will use Crystal Reports that access the SQL Server database. The reports will be run on demand at intervals of 15 or 30 minutes, hourly, daily or monthly as well as in monthly form. FIDM Operations Center management will be able to view call center activity in real-time and management should use this information to make necessary staffing adjustments based on call volumes. This system will have a back-up and recovery process in the event there is an issue with the primary server.

The Contractor will make the most recent Federal Financial Data Match Specification Handbook available to all FIs. Users will be able to follow the "Request Material" line on the Contractor's web site to download a copy. The Contractor will make the most up-to-date copy available to users.

#### Task 2.B

The Contractor will provide a IVR platform where an array of reports outlying Key Performance Indicators and provide management with tools to effectively manage the operations. Call Center operations must include comprehensive historical reporting and extensive status reports. Such reports must be stored in an open relational database format that can be easily accessed to accommodate customized reports when needed.

Calls coming into the IVR need to be captured and data tracked based on call activity. Call reports must provide the following:

- Average length of time interactions stay in the IVR
- How many calls were answered in a given timeframe
- What is the length of the calls?

FIDM Alliance members must see call statistics for their particular state and originating phone numbers must be captured. The reports should be created with Crystal Reports accessing the SQL database. Reports should be available on demand at intervals of 15 and 30 minutes, hourly, daily, and monthly as well as in summary form.

The Contractor's Operations Call Center needs to be sufficiently staffed with the appropriate number of Specialists to fully support business needs, which may change as systems are enhanced. Staffing levels should be adjusted and other managers must step in when incoming call volumes warrant their inclusion in the call.

#### Task 2.C

The most recent Federal Financial Data Match Specification Handbook, (latest edition), must be made available to all FIs. This document must be available on each Alliance State's public website for download.

### **TASK 3- DATA MATCHING SERVICES**

#### **A: Match Methods:**

The Contractor must offer Method 1 and Method 2 matching.

- Under **Method 1** (all accounts method) a financial institution submits a file containing all accounts that are then matched against records of delinquent obligors.
- Under **Method 2** a financial institution receives a file containing records of delinquent obligors from the Contractor, matches the file against all its accounts, and submits a file of matched records.

In performing these match operations, the Contractor will receive and send information according to the data specifications approved by the U.S. Office of Management and Budget and per Financial Data Match Specifications Handbook.

To conduct the match operations, the Contractor will receive delinquent obligor records. The delinquent obligor records are contained in each state's central file, known as "delinquent obligor file," or "inquiry file." Some states provide the inquiry file to the Contractor with duplicate social security numbers. In such cases, the Contractor must strip out the duplicate social security numbers prior to sending the file to Method 2 FIs. After the initial load of delinquent obligor cases, the respective states will provide regular updates on a periodic basis. Complete reload can occur at a state's request.

#### **3a) Matching Method 1(all accounts method)**

The Contractor will receive account records and quarterly updates from financial institutions. The Contractor will match these accounts with the records of delinquent obligors quarterly; the match must be conducted within two business days of receipt of the financial institution file and the results transmitted to the respective state's child support agency within two business days of completion of the match process. The respective state is not liable to pay for any match results not transmitted to the state within four business days of receipt of the financial institution file from the FI.

#### **3b) Matching Method 2(matched accounts method)**

The Contractor must send, on a quarterly basis, the records of delinquent obligors to each financial institution and receive matched records back from the financial institution. The Contractor must track and perform follow-up with financial institutions to ensure that the FIs comply with a forty-five day response deadline. The results of the matching process must be transmitted to the respective state's child support agency within two business days following the day of receipt of the match response file from the FI. The state is not liable to pay for any match results not transmitted to the financial institution or state child support agency within the specified time frames. Exceptions to the two-day rule may be made when 5% or more of the records in the file received from FIs contain errors.

The Contractor will utilize their proprietary system to receive delinquent obligor data files from each of the Alliance states. Data will be received in a number of electronic and physical formats, ranging from CD-ROM to VPN/FTPs, or via secure website upload. The Contractor will also be capable of receiving the file in the Inquiry file format as published in the Federal Financial Data Match Specifications Handbook, (latest edition) or in the federal tax offset format.

The Contractor will receive FIs' extract file during their selected week of the quarter to perform their quarterly match. Subsequent obligor record updates received after sending the FIs their extract file will be stored in the database even though they missed the deadline for inclusion within the extract file. These stored records will affect the internal matching received from METHOD 1 FIs after the updates have been applied. In addition, they will not have been passed to the METHOD 2 FIs for the external match in all cases. The Contractor will conduct an additional match when a METHOD 2 file is received to strip out any obligors the state may not be looking for anymore.

As new files are received, batch jobs will be run by the Contractor's Operations Center to process the updates and keep the database current. Scheduling will be on-demand based on when the files are received. In cases where files identified as "reloads" are received, the processing will archive the old data records, along with any related matched account information stored at the Contractor's Operations Center.

For FIs that have not specified electronic media as their preferred method, the Contractor will create a physical media and encrypt for security purposes. The Contractor will format and load the extract file for each state then ship via UPS for tracking purposes. The Contractor will provide a password for file encryption once notified the media has been received.

The Contractor will provide additional validation processes and improvements incorporated in their matching process and include:

- Perform validation of all Social Security numbers based on ssa.gov guidelines
- Additional validation of Match Flags
- Perform data reliability checks
- Additional error handling of files before the match
- File validation for multiple Financial Institutions with the same TIN sending in files
- Allow Financial Institutions or entire states to opt out of organization address updates
- Enhance Non-Direct / Direct Financial Institution status handling for enforcement processing
- Improve State-to-State and Reciprocal Agreement matching

The Contractor will use the file transmitted by the FI containing all of its accounts on a quarterly basis. This will be used as input to the match against the obligor database which is processed at the Contractor's FIDM Operations Center. The Contractor will process the file within two business days and send results to the states on an agreed-upon schedule. The Contractor will work with the states to determine the best file transfer schedule. The state is not liable to pay for any match results not transmitted to the state within four business days of receipt of the FI file.

#### **B: Transmission:**

The Contractor must send and receive record information in the specified format (Method 1 and Method 2, as defined by the federal Financial Data Match Specifications Handbook) of the participating state and the selected media option of each financial institution. The media and transmission options which are accepted include, but are not limited to, the following:

- Cartridge - 3480/3490 and EBCDID and ASCII
- Tape reel
- CDs
- DAT - 4mm and 8mm
- File transfer protocol (FTP)
- Internet
- Paper –extremely small FIs may transmit data in paper format. The Contractor must encode information pursuant to each state's requirement. The Contractor is compensated for the encoding process separately. Cost for this is identified in Section 3c of the pricing table.

The Contractor must provide data security for all file transfers and record matching processes through various means as required by both the FIs and the respective states such as, but not limited to, encryption, file transfer protocols, public-key infrastructure and unique log-on identification and password combination. Each state will identify its desired format and data security requirements.

#### **C. Data Screening and Data Reliability:**

The Contractor must work with each state to identify each state's major criteria for data integrity reliability per the federal Financial Data Match Specification Handbook.

The Contractor must develop and maintain an automated process for screening delinquent obligor cases and files received from financial institutions to ensure data integrity and correct formats necessary for processing results to the client state's system. The Contractor must work with the states and FIs to report and correct any data integrity and reliability issues. Ensuring reliable data is a priority when processing financial institution files. The matching process validates numerous fields such as account numbers, account balances, last name control, match flag and payee indicators. Data received from FIs must be carefully screened to eliminate errors before the Contractor sends the data to the client state. These errors include, but are not limited to, invalid file formats, incomplete files (no trailer record provided), no account numbers provided, invalid or missing account balances, and payee last name control not populated. In some instances the match processing will validate all Method 2-trailer records before any data is sent to the client state. This assists in ensuring that financial institutions send valid data. If there are no major errors (to be defined by the client state) contained in the file, the Contractor will send the data to the client state in the manner and format specified by the client state. The Contractor shall record all abnormalities within each FI or state file and will work towards a solution to ensure that more accurate data is provided to the client state in the next quarter's file.

For electronic transmissions, the Contractor will use security protocols as listed below:

#### FTPS

- Passive SSL (Secure Socket Layer)
- 124 bit encryption
- Direct connection into Informatix server located behind our firewall

#### Internet

- The network uses a standard network multi-tier, defense-in-depth approach to security
- The web servers will reside in DMZ network segment.
- This segment is reserved strictly for web servers.
- The external firewall allows access only via ports 443 (HTTPS).
- Certificate and 128-bit SSL encryption, the current standard for e-commerce.
- Files are not stored on the web servers.

#### **D. Matching Files between Participating States having Reciprocal Agreements:**

Several Alliance states have entered into reciprocal agreements for Method 1 matching which calls on the Contractor to share incidental hits among these states. Incidental hits may occur when Method 1 financial institutions share the entire account holder file with the FIDM Contractor. For example: The FIDM Contractor can match the Michigan obligor against Texas' Method 1 Financial Institutions and report back to Michigan any hits located as a result of this routine matching process.

The Contractor must offer each participating state the option to perform a match of the state's delinquent obligor records with Method 1 financial institutions for this purpose once per quarter. **The Contractor shall not charge an extra fee for these incidental hits.**

### **3e) State-to-State Matching**

#### **State-to-State Matching within the Alliance (i.e.: Michigan and Texas)**

This task is at the request of the participating states, and is only charged per occurrence. This task is for matching one Alliancestate's obligor file or sub-file with another Alliancestate's file. Concatenation of such files is the Contractor's responsibility as is processing of data and sending the results of the data match to both states. The state-to-state matching process requires a letter of understanding between the two states and a specified timeframe (i.e., Texas exchanges obligor files with Michigan, but includes only obligors whose last known address is in Michigan. Michigan reciprocates in the same fashion.).

#### **3f) State-to-State Matching outside the Alliance (i.e.: Michigan and Oregon)**

This task is at the request of the client state and is only charged per occurrence. This task is for matching the client state's file with a file from a state that is not a part of the Alliance. The Contractor is responsible

for the concatenation, processing and reporting results to the client state. The Contractor will provide updates once per quarter for a participating state.

### **3h) Alliance-to-Alliance Matching (i.e.: FIDM Alliance Matching with IDEC)**

This task is at the request of the lead state and is only charged per occurrence on each state's bid price. This task is for matching the Alliance state's file with the file from another consortium. The Contractor is responsible for the concatenation, processing and reporting results by state to the FIDM coordinator of each respective state. This may include states that are members of IDEC, Interstate Data Exchange Consortium, (formerly known as the Electronic Parent Locator Network EPLN, Consortium), or other states or other jurisdictions that are prepared to consolidate as a consortium. The Contractor will provide updates once per quarter for a participating state. The Pricing section includes the opportunity to quote "Bulk Matching Option" – when more than one state is on the file to be matched (i.e. IDEC). This quotation is also known as "Alliance-to-Alliance Matching".

### **3g) REPORTS (See RFP Section 1.302)**

Contractor shall meet the reporting requirements provided in Section 1.302 of this RFP.

## **TASK 4 - COMPLIANCE ASSURANCE**

### **FI Compliance**

The guiding principle for all Contractor communications with FIs is to establish and preserve a sound and professional relationship. The success of any IV-D FIDM program depends on positive relationships among the FIs, the FI associations, the state and the Contractor. It also depends on valid data being provided within set timeframes. The Contractor is responsible for the following:

#### **1. The Contractor Must Monitor FIs for Compliance with Data Matching Deadlines:**

The Contractor is responsible for detecting compliance issues and remedying them as set forth below. Minimum contact with a non-compliant FI includes written notification, followed by a phone call if the letter does not produce timely results. (Unreturned phone calls do not constitute an action.) If the Contractor is unsuccessful with remedying the compliance issues the state must be notified. Non-compliant FIs include FIs who are out of compliance with their agreed-upon exchange schedule and those who do not submit data within the 45-day return period.

The Contractor must:

- Monitor Financial institution compliance with the data match;
- Contact delinquent FIs in a timely fashion to obtain compliance and, when necessary, work with personnel at the FI to resolve problems;
- Report the method of contact, the date and time of contact, type of non-compliance and the resolution, if any;
- Report to the state's contract administrator when contacts do not result in compliance;
- Maintain an electronic communication log accessible to Alliance states documenting all contacts with FIs;
- Detect errors in FI files and actively work with FIs to correct the errors;
- Document and report Financial institution compliance with deadlines; and
- Report non-compliance through a Contractor supplied website that provides a secured web page for each participating state or through paper reports as requested by each state.

The Contractor must provide to the state's contract administrator on-line reports summarizing:

- Financial institution compliance with the data match;
- Financial institution compliance with deadlines;
- Contractor compliance with deadlines;
- Contractor compliance with performance standards and quality assurance of processing requirements;
- Summary of financial institution reporting errors; and

- Name of financial institution whose accounts were matched against the state records, for state-to-state matching the state in which the institution/hit is located, then the total number of hits matched for that quarter.

The Contractor must ensure compliance and, at a minimum, provide enforcement on four levels. For the purpose of this task, a “day” is defined as a business day.

**A. Level One Non-compliance - FIs that have been Contacted, but Never Signed FIDM Contract. (Day 1).**

FIs that have not signed a FIDM agreement must be contacted within two days from the due date defined by the original solicitation letter (Day 3). The Contractor may need to provide the FI with a second packet to include a letter from the state, a FIDM brochure, a copy of the laws governing the FIDM authority, and a copy of the agreement to be executed. The Contractor must also provide the FI an opportunity to call in to a toll free number for technical and/or program support. The technical support must include the opportunity for FI technical staff to test a FIDM exchange harness and/or test an Internet exchange transaction. An emphases must be placed on data security as well as offering all Method 1 FIs (Method 1 is not available in all states) the option to receive the data file back through a secured exchange.

FIs that do not comply with the second FIDM packet within 14 days must be contacted by telephone within four days (Day 18). The Contractor must make every effort to overcome concerns raised by the FI to ensure a FIDM agreement can be executed. If it is determined that a personal meeting with FI officials would assist in overcoming FI concerns, the Contractor shall schedule such a meeting within 10 days from the telephone contact date (deadline for meeting - Day 31). (Such meetings will only occur with prior written approval from the state contract administrator). Should the Contractor and FI reach an impasse, either with or without a face-to-face meeting, the situation (including communication log, correspondence, etc.) must be submitted to the state’s contract administrator. (Either Day 24 or Day 33 – see chart). Once the state resolves FI concerns, the Contractor must follow up and ensure FIDM contract execution, profile completion and distribution of material.

An ongoing “non-compliant” Level One report, with aging column indicating the number of days the FI is considered to be out compliance must be provided to the state through the secured Web site.

Summary table **Level One Non-compliance**

Day 1 - Contractor determined no response by original due date
Day 3 - Second packet mailed with reminder letter (If no response) Contractor to determine if an impasse has been reached or if communication may solve the matter. A meeting may be scheduled within 14 days
Day 17 - Contractor must make phone contact – actual personal contact
Day 21 - Contractor determines no meeting needed due to impasse
Day 24 - Situation is turned over to state (if no meeting is held)
Day 31 – Deadline for meeting
Day 33 – Meeting failed, file is turned over to state

**B. Level Two Non-compliance - FI Signed Contract but Never Exchanged Data**

A second level non-compliance must be reported to the state when an FI does not comply with the FIDM agreement and did not exchange data (Day 1). The Contractor must send a letter to the FI within seven days after the data/file was due (Day 8). If there is no response within 14 days from date of the letter, the Contractor must contact the FI by telephone or in person (Day 22). (Any meetings between the Contractor and the FI must be pre-approved in writing by the state). A communication log and FI profile must be updated to document all communiqués. If the FI indicates it has had problems meeting its FIDM requirements, the Contractor must assist the FI so that it can resume the data matching process. In the event that the Contractor and the FI reach an impasse after a discussion, the situation must be elevated to the state’s contract administrator within 5 days (Day 27).

An ongoing non-compliant Level Two Report, with aging column indicating the number of days the FI is considered out of compliance, must be made available to the state through the secured web site.

The state will notify the Contractor once the problems associated with exchanging the data have been removed, and request that a data exchange commence within a certain time frame to be determined by the client state.

Summary table **Level Two Non-compliance**

Day 1 -Contractor determined no file received by due date
Day 8 – Contractor must mail Letter as a reminder (if no response)
Day 22 - Contractor must make either a telephone contact or a personal contact (Contractor must determine if an impasse is reached or if communication may solve matter.)
Day 27 – Situation is turned over to state

**C. Level Three Non-Compliance - FIs that have Matched but have Failed to Maintain the Agreed Exchange Schedule. (Day 1)**

The Contractor must send a letter to the FI within fourteen days after the file was due (Day 15). If no response is received within 14 days from the date of the letter, the Contractor must contact the FI by telephone or in person (Day 29). (Any meetings between the Contractor and the FIs must be pre-approved in writing by the state.) A communication log and FI profile must be updated to document all communiqués. The FI may indicate that it has encountered problems meeting its FIDM requirements, and that submitting a file within the time frame agreed upon is unattainable, the Contractor must assist the FI so that it can resume the data matching process.

In the event that the Contractor and the FI have reached an impasse, the situation (including the FI's electronic communication and copies of any correspondences) must be elevated to the state's contract administrator within 5 days (Day 34). The Contractor must participate in any technical discussions that take place between the state and the FI. An ongoing "non-compliant" Level Three report, with aging column indicating the number of days the FI is considered out of compliance, must be made available to the state through the secured Web site.

The state will notify the Contractor once barriers for exchanging data have been removed and request that a data exchange commence within a certain time frame to be determined by the client state.

Summary table **Level Three Non-compliance**

Day 1- Contractor determined a data file is not received
Day 15 - If data file is not provided, a reminder letter must be mailed to the FI
Day 29 - Still no data - Contractor must make telephone contact (Contractor to determine if an impasse is reached, or if communication may solve matter)
Day 34 - Situation is turned over to state

**D. Level Four Non-compliance - FIs that Match FIDM, but Repeatedly Submit Files Containing Data Errors (Day 1)**

Data files submitted by FIs might contain data errors that must be corrected. However, at the state's discretion, records containing errors must not delay the match data from being transmitted to the state. For example: Some FIs may submit matched accounts to the state with erroneous coding of account types (such as categorizing a Certificate of Deposit account as a miscellaneous account). Such errors must be

brought to the attention of the FI (or the third party processor) within 7 days of the error discovery (Day 7). The Contractor must ensure that the match file is still provided to the state. The Contractor must work with the FI to ensure that the error is corrected.

Depending on the nature of the error, a state, at its option, may direct the Contractor to reject the data file and ensure that the file is corrected before providing the hits to the state. An ongoing Non-compliant Level Four Report, with aging column indicating the number of days the FI is considered out of compliance, must be made available to the state through the secured web site. The nature of the error must be included in this report.

In the event the same errors appear on the next quarterly match (Day 98), the Contractor must contact the FI to assess situation. If an impasse is reached, the situation must be turned over to the state (Day 105).

The state will notify the Contractor once barriers for exchanging data have been removed and request that a data exchange commence within a certain time frame to be determined by the client state.

#### Summary table **Level Four Non-compliant**

Day 1- Contractor determined file contains data errors - hits sent to state with an alert to data deficiencies
Day 7 - A letter must be mailed to FI with a sample error requesting that the next match to be corrected
Day 98 - New file arrives with same deficiencies - Contractor must make actual contact with FI IT staff / provider. Every effort is to be made to resolve issue
Day 105 – Situation is turned over to state

### **TASK 5 - INFORMATION SHARING VIA THE CLIENT STATE AND FIDM WEBSITE / TELECONFERENCE CALLS**

The Contractor must provide sharing of information among participating states via the secured FIDM web site. In addition to the individual state's data the web site must include:

- Shared files
- Interactive communications log
- Links to state Web sites
- State agreements
- State Attachments
- State Cover letters
- State brochures and FI User Guide
- Any state-specific documents provided
- Contractor services provided under the contract
- Forms and publications used by the Alliance and the Contractor for this project
- Matrix providing a profile of participating state's data match program
- A link to the federal FIDM Web site
- Secure internet Web site for receiving and sending case and account information to and from participating states and financial institutions that have selected the Internet as the medium for transmission
- The Contractor needs to provide updates once per quarter for each participating state.
- In addition to the quarterly updates, Web site must be amended as needed for corrections, legislative changes, etc.
- Initial training for all reports and the website must be made available to those states requesting it within 60 days of award.
- Have electronic State Agreements available as requested by the states

- Web site requirements include user friendly navigation; downloadable forms in a manageable format such as .xls; a search box and filters in the reporting sections that allow for expedient access to information and the FI sign-up section must allow the users to search by FI as well as the TIN.

## **TASK 6 - PROJECT MANAGEMENT, INVOICING, AND TRANSITION TO NEW CONTRACTOR**

The Contractor must provide and oversee the following tasks to ensure comprehensive project management and invoicing for all Tasks.

### **6a) Maintenance of Account (Account is Defined as a State)**

- Generate invoices timely and on scheduled frequencies of monthly, quarterly and annually; Perform self-assessment.
- Facilitate conference calls with state staff and pertinent Contractor operations and technical staff, monthly or as requested by each state; (There shall be no charge to the client state for any conference calls as needed throughout the contract term).

### **6b) Face-to-Face Meeting with client state or county staff**

- Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.
- Face-to-face meetings between the Contractor and participating states will be established at a state's request. Compensation for requested face-to-face meetings will be paid for by the state, and can only be billed if the meeting actually occurs. (See pricing section 6 b.) (Travel expenses are reimbursed separately, but at state rates only - reimbursement by the state "at cost"; no mark-up).

### **6c) Facilitating Alliance Calls and Webinars**

- Facilitate Alliance conference calls. The Contractor shall arrange for all Alliance calls using web tools, etc., and pay for all associated charges related to Alliance wide conference calls or web meetings. A line item has been established on each state's pricing page to bill participating states for this nominal expense. The Alliance lead state will direct the Contractor as to which tools are needed for each call. (See pricing section 6c.)

### **6d) Reimbursing Qualified FIs Pursuant to State Statute/Policy.**

(Only for states who are mandated to reimburse FI's)

- The Contractor must process invoices from FIs seeking reimbursement for in-state FIDM matching.

### **6e) Funding for FI Reimbursement**

- For those states whose laws require the IV-D office to reimburse FIs, and choose to engage the Contractor for this service, the Contractor must assist the state with this task. Some Alliance states receive invoices from FIs quarterly and others annually. States that require this service have identified the number of FIs which generally request reimbursement in pricing page line 6d.

Prior to processing these invoices, the Contractor must:

- Determine if the FI has met all requirements making them eligible for state reimbursement. (As an example, FIs must show actual expenditures for the cost of the matching (*e.g., third party processor*))
- Verify that the FI actually matched data for that quarter.
- Pay the FIs in accordance with the state's reimbursement policy and schedules. Once the Contractor has paid the FI invoice, the Contractor may in turn invoice the state for reimbursement. The Contractor's invoice(s) to the state must be accompanied by the original invoice(s) from the FIs (showing the date(s) paid). Invoices to the state must be submitted in accordance with a schedule set by the state's contract administrator.

### **Transition to new Contractor (if needed)**

- The Alliance has prepared a targeted implementation schedule identifying the date, by which the Contractor must commence data matching services. The start date may vary for each Alliance state, but the RFP end date is intended to stay the same for all Alliance members. Michigan's

Milestone dates are provided on the cover page of this RFP. Some Alliance states may have staggered implementation dates intentionally to allow for a smooth transition.

- There are Alliance states that will need to mail out new FI agreements to all FIs for re-signature. (See Task 8)
- All Alliance states will provide a secure data file in accordance with federal regulations to the incoming FIDM Alliance Contractor containing FI contact and contracting information, which will be provided by each respective state within 30 days after contract execution.
- For all Alliance states, the new Contractor must contact all financial institutions and provide each FI with a copy of the state's introductory letter (a brief introductory letter on state letterhead) which will formally advise the FI of the FIDM Contractor change. In addition to the state's introductory letter, the Contractor must provide its own letter of introduction and instructions on FIDM data exchange. The Alliance states will reimburse the Contractor only for the postage costs for this mailing.
- Web site testing and rollout must be completed and accepted in writing by the State at least two weeks prior to the new Contractor's receipt of any data files from financial institutions.
- All Contractor costs for the initial meeting between the new Contractor and Alliance states prior to execution of contracts shall be borne by the Contractor and shall not be billable to the Alliance states.

#### **TASK 7 – ENFORCEMENT UNIT /CUSTOMER SERVICE/ optional by state))**

Once the participating state has processed the financial institution's match information it is generally made available to IV-D child support program enforcement staff. The state child support IV-D agency will file the required documents to freeze and ultimately obtain the assets located at the financial institution according to state and federal law.

#### **PRODUCE AND SEND REQUIRED DOCUMENTS TO FINANCIAL INSTITUTIONS:**

The Contractor must provide an optional service that will identify, using a participating state's criteria, financial accounts of obligors that are eligible for asserting a claim against. The Contractor must provide a means to permit the state to select and approve identified financial accounts on which a claim will be asserted. At state option, this service shall include the Contractor's sending required forms from multi-state matches.

The Contractor's service also must provide the ability for a state to enter information in order to permit the Contractor to send the required documents on a financial account that was not identified through the in-state FIDM data matching process, but for which the state desires to issue a lien nevertheless.

Upon written approval from the state, the Contractor must produce and send the required documents using the state's required form(s) to the financial institution where the account is located, to the obligor, and any other person known to have an ownership interest in the property subject to the claim. This process must follow the participating state's laws and procedures and will be made a part of the contract between the Contractor and the participating state.

All contact information on the documents for financial institution and/or obligors will be state or county contact information. In the event that the Contractor is contacted in any manner by any party regarding the claim, the Contractor shall refer the inquiring party to the state's FIDM Lien Coordinator or designated contact.

The unit price quoted to produce and distribute a forms packet must include all Contractor costs and expenses, not including postage. Actual costs for mailing lien packets will be reimbursed by the participating state, should the state require the Contractor to mail the packets to financial institutions. The Contractor is expected to sort and prioritize FIDM matches, produce required notices, and track claims mailed to the FIs utilizing its own automated tools. The Alliance does not seek ownership of such tools.

#### **TASK 8 - MAINTAIN AGREEMENTS WITH FINANCIAL INSTITUTIONS**

The Contractor must maintain the profiles for financial institutions that have entered into formal agreements with the participating state. This includes:

- Modified election forms and waiver forms
- Distributing election packets if requested
- Tracking the status of outstanding agreements
- Maintaining a data base of the financial institutions' reporting information
- Tracking financial institution mergers
- Tracking all new financial institutions established in the respective Alliance member state and e-mail any additions or deletions to the contract administrator of the respective state
- Maintenance of the data field indicating whether or not FI matches through a 3<sup>rd</sup> party or not.
- All FI agreements must be made easily accessible to the respective Alliance member states.

The Contractor must also provide for maintenance and management of election form amendments as required, with preferred communication being E-mail notification. The Contractor must maintain all financial institution profiles, updating all mergers, closures, and new FI enrollees. Contractor must annually cross-reference each state's FI profile table with FI regulatory authorities to ensure that all FIs are participating with either MSFIDM or single-state FIDM. Contractor is to contact single-state financial institutions (SSFIs) that merge and conduct outreach to obtain a new agreement and ensure data matching is in place if the merger resulted in a new SSFI entity.

Once the individual state contracts are executed under this agreement, each state's contract administrator will assist in determining which regulatory agencies must be cross referenced to maintain current FI tables, and if special access approval is needed it must be obtained.

Each state and the Contractor will establish at the outset which official will be executing FIDM agreements between the IV-D child support agency and the FIs. Some states may delegate signature authority to the Contractor as an agent; others will retain signatory responsibilities.

There are Alliance states that will need to mail out new FI agreements to all FIs for re-signature. Those states who will delegate this assignment to the Contractor have identified the number of FIs which will need to receive new agreements. It is the state's responsibility to develop the new agreements and provide it to the Contractor as a completed document.

### **TASK 9-ASSISTING STATES WITH LIEN & LEVY REQUESTS(AEI) (optional by state))**

**Note: The requirements of Task 9 are not to be confused with Task 7-Central Enforcement/Customer Service.**

#### **Background:**

Several states are transmitting liens directly to FIs within their state as well as across state lines. Many FIs do not accept liens arising outside the state in which they conduct business without domestication of the order. Some states have informally assisted each other in serving liens to FIs within their own state border on behalf of another state.

This process has varied throughout the country, which includes:

- Interstate Transmittal #1 to Central Registry, where assistance is sought through the state where the asset is located. (Full-service) Interstate Transmittal #3 through a Central Registry of the state where the asset is located. (Limited service)
- Informal Automated Enforcement Interstate (AEI) request is filed through an electronic interface between the requesting state and the assisting state. (This is currently being utilized by the Southern Locate and FIDM Alliance, known as Interstate Data Exchange Consortium (IDEC) hosted by South Carolina).
- Informal manual process between cooperating states whereby a paper file containing IV-D case information is mailed/faxed to and from requesting and assisting states. Currently Michigan and Texas are utilizing this process to assist each other in overcoming the jurisdictional barriers.

**NOTE:** The State of Texas owns the code for the program related to the FIDM alliance (AEI Product).

Should other states within the alliance wish to customize the program for their use, the State of Texas has generously agreed to share the code with member states. States desiring to customize the program for their use will negotiate with the FIDM Contractor an equitable compensation program for such work.

**Objective:**

Alliance states have indicated interest in acquiring an automated solution. The Contractor will provide an automated solution to assist Alliance lien and levy units (both at a central and county level) to initiate a "lien/levy assistance request" through a secured internet function for any Alliance State.

- A) States participating in an automated lien/levy assistance request will sign an Alliance letter of agreement to reciprocally receive and send such requests through the Contractor's secured web site interface. The Alliance lead state will take the responsibility for developing the Alliance letters of agreement.
- B) Customized screen development. With the assistance of the Alliance, the Contractor must develop a standard screen protocol, which will contain optional fields for identifying case information to be entered (or pre-populated from the match-file, where possible). States which have elected to purchase this service must approve the final screen content and development. Additionally, a screen must be developed to allow for the cooperating states to track the number of requests for assistance, the number of cases for which the state successfully collected support and record dollars collected as a result of the lien/levy assistance requests processed through the Contractor's web site.
- C) Functionality. The Alliance states must have the ability to:
  - 1) Send the request electronically (with the option of either a hard or electronic copy to be sent to the field worker if desired.)
  - 2) The receiving state must have the ability to acknowledge receipt (with the option of either a hard or electronic a copy to be sent to the field worker if desired.)
  - 3) The states must have the ability to follow-up on the status of a request.
  - 4) The Contractor must record the transmissions and create a tracking and archiving function.
  - 5) The Contractor must provide reporting functions to include state-level summary of all requests processed, rejected, and collection results.

**TASK 10-ASSISTING STATES WITH THE AUTOMATED EXCHANGE OF ACCOUNT, LIEN AND LEVY INFORMATION WITH FINANCIAL INSTITUTIONS, (optional by state).**

**Background:**

Several FI's are working with OCSE to implement a Federally Assisted State Transmitted, (FAST) Levy process which will enable states and FI's to send and receive account lien, and levy information electronically. FAST Levy System Release 13-02 contains the request and response file record layouts.

**Objective:**

The Contractor will provide states with the ability to exchange information electronically with financial institutions either by:

- 1. Processing information in the OCSE specified file record layout via the OCSE FAST Levy application.
- 2. Direct processing of information in the OCSE specified file record layout between vendor and the financial institution.
- 3. Providing a state with the information in the OCSE specified file record layout to enable the state to process it via the OCSE FAST Levy application.

**TASK 11 – PROVIDE STATES WITH DOCUMENTS IN AN ELECTRONIC FORMAT COMPATIBLE WITH THE STATE’S DOCUMENT INDEXING AND IMAGING SYSTEMS, (optional by state).**

**Background:**

States are using enterprise content management approaches, including virtual case files, to retain copies of documents in an electronic format that is capable of indexing the document without the need for physical handling.

**Objective:**

The Contractor will provide states with the ability to receive an electronic file in a State approved format with document images and data elements using an State approved protocol and within State approved time frames. The Contractor will implement quality control processes of the document images and data that the State approves. The Contractor will provide the information needed for reconciliation reporting.

**1.200 Roles and Responsibilities**

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

**A. Contractor Staff**

**Single Point of Contact (SPOC)**

The Contractor has identified Danielle Pittman as the Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:

- Supporting the management of the Contract,
- Facilitating dispute resolution, and
- Advising the State of performance under the terms and conditions of the Contract.

The Alliance State(s) reserves the right to require a change in the current SPOC if the assigned SPOC is not, in the opinion of the Alliance State, adequately serving the needs of the Alliance State.

**Key Personnel**

Key Personnel staff has been assigned to the Contract.. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's education and experience with particular reference to experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

All Key Personnel may be subject to the State/Alliance's interview and approval process. Any key staff substitution must have the prior approval of the State.

At a minimum the Alliance requires the following key staffing positions:

- **Project Manager**  
*Financial Institution Liaison/Expert*  
*Technical Expert/Architect*  
*Call Center Supervisor/Customer Service Expert*

**The Contractor provided Project Manager**, Danielle Pittman, to interact with the designated personnel from the State to insure a smooth transition to the new system. The project manager/technical lead will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's project manager/technical lead responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the project plan and schedule, and update as needed
- Serve as the point person for all project issues

- Coordinate and oversee the day-to-day project activities of the project team
- Assess and report project feedback and status
- Escalate project issues, project risks, and other concerns
- Review all project deliverables and provide feedback
- Proactively propose/suggest options and alternatives for consideration
- Utilize change control procedures
- Prepare project documents and materials

**The Contractor provided Financial Institution Liaison/Expert**, Paul Peters, and Financial Institution Liaison Support Manager, Diane Hogan, to interact with the Financial Institutions, (FI's), and Alliance state's FI Liaisons. This person will lead the efforts in gaining cooperation with the FI's, assure that data matching between the states and FI's is running smoothly and that issues are resolved or escalated properly to the Project Manager.

- Provide outreach to FI's to assure program understanding and compliance
- Follow-up with FI's regarding questions and issue resolution
- Assure data matching is occurring on schedule and in accordance with established security measures
- Escalate issues to Project Manager as needed
- Communicate with other state FI Liaisons as needed

**The Contractor provided Technical Expert/Architect**, Doug Bentley, and Technical Expert, Barbara Ramirez, to assure that all data matching processes are following protocol as established by the federal office and individual states. To assure that proper security measures are in place and are being followed. To trouble-shoot and identify complex technical issues and implement solutions to such problems. To update and redesign technical processes as needed to ensure proper compliance and timely data matching for all Alliance states. To oversee development of software design as required by states and that implementation of such that adheres to target delivery dates.

- Develop and deliver demand driven, high quality technical processes and software applications
- Maximize impact of data matching to states and delivery of electronic documents to FI's
- Implement plans and deliverables for software upgrades or builds as required by states
- Identify and evaluate complex problems and review related data in order to implement timely technical solutions

**The Contractor provided Call Center Supervisor/Customer Service Expert**, Holly Drobil, to assure that all customer inquiries are responded to in a timely manner and that issues are followed-up with and resolved to the customer's satisfaction. To oversee the FIDM Call Center, assure proper staffing, equipment and phone operations and to provide reports concerning Call Center metrics as required by states.

- Assure all inquiries are responded to in a timely manner
- Manage and supervise Call Center team to assure proper inquiry coverage during normal business hours
- Resolve customer issues by researching, clarifying information and providing solutions
- Escalate issues to Project Manager as needed
- Maintain Call Center metrics in order to track incoming calls and to identify trends

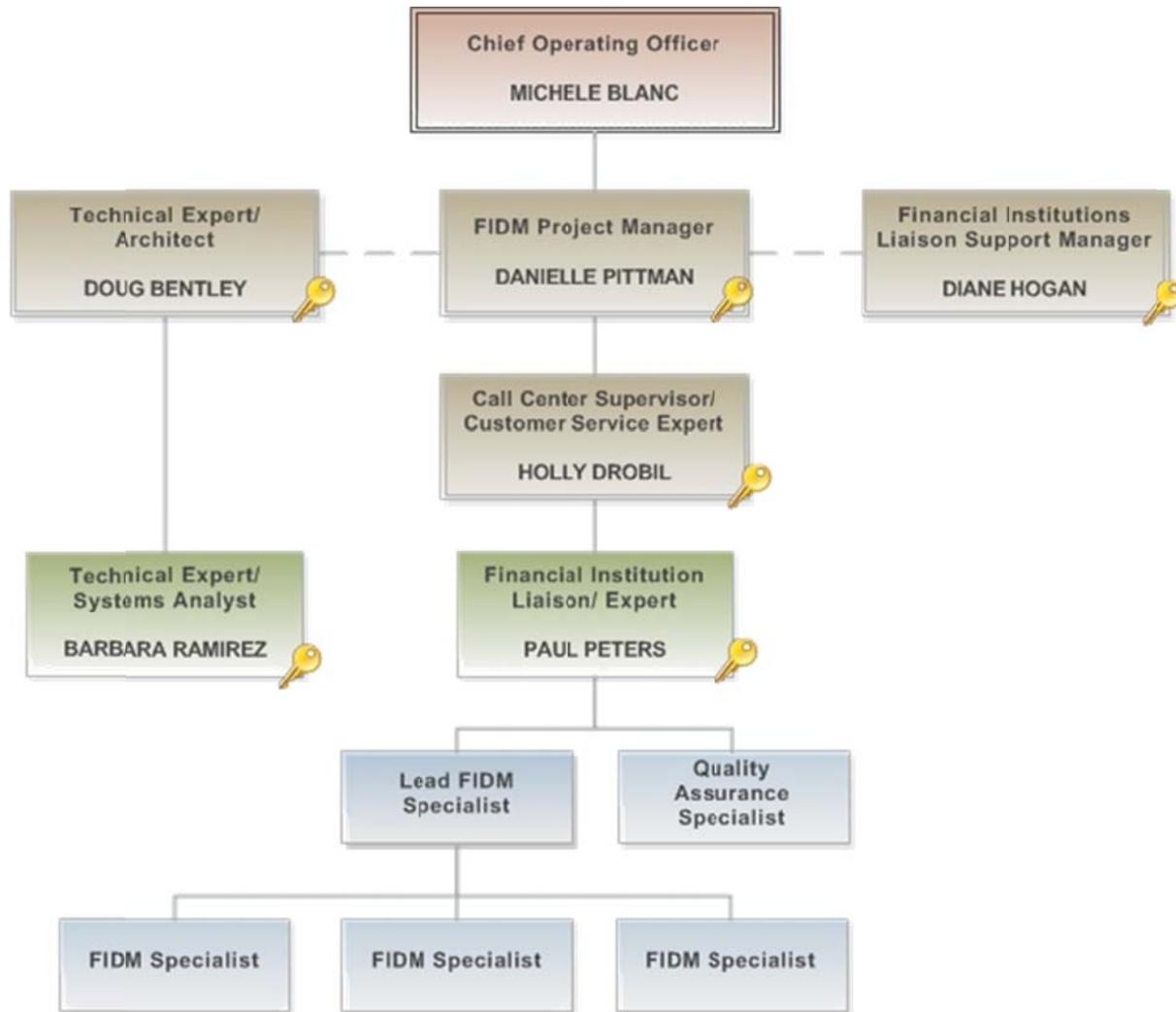
The Contractor submitted a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the Contractor on this project contingent on award of the bid.

### **Subcontractors**

The Contractor will not use subcontractors.

### **Organizational Chart**

The Contractor provided the following organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm.



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

## B. Work Requirements

### 1. Location of Work

The work is to be performed, completed, and managed at the vendor's work location. All work to be performed under this contract shall be performed within the United States and its territories.

### 2. Hours of Operation (Note: The Hours of Operation will vary based on the State):

- Normal State of Michigan working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, and the hours of 7:00 am – 7:00 pm EST, Monday – Friday, with work performed as necessary after hours to meet project deadlines. No overtime will be authorized or paid. However, accommodations must be considered for Alliance states in differing time zones.
- The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

### 3. Travel:

- a. No travel or expenses will be reimbursed other than those identified in the pricing section. This includes travel costs related to training provided to the State by Contractor.
- b. Travel time will not be reimbursed.

**4. Additional Security and Background Check Requirements (Note: The Additional Security and Background Check Requirements will vary based on the State. This section applies to Michigan):**

Contractor must be aware of and, if requested by the State, present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, Contractor must be aware of and, if requested by the State, Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints for all staff identified for assignment to this project.

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

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

This Section will vary by state. This section applies to Michigan:

The State of Michigan will assign the following officials to the Michigan contract:

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Pratin Trivedi/Tina Symington	DTMB	Project Managers
Kim Lubbers	DHS/Office of Child Support	Project Manager/Contract Compliance Inspector (CCI)

**DTMB and DHS Officials**

DTMB Officials will be responsible for the State’s infrastructure and coordinate with the Contractor in determining system configuration.

DHS Official will be responsible for the Business needs and coordinate with the Contractor in supporting the services to be provided.

DTMB and DHS Officials will provide the following services:

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

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

<b>Name</b>	<b>Agency/Division</b>	<b>Title</b>
Whitnie Zuker	DTMB Procurement	Buyer/Contract Administrator

### **1.300 Project Plan**

#### **1.301 PROJECT PLAN MANAGEMENT**

##### **Orientation Meeting**

Upon (15) calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held via teleconference at a date and time mutually acceptable to the Alliance states and the Contractor. The Alliance states shall bear no cost for the Contractor attendance at the meeting.

##### **Preliminary Project Plan**

The Contractor provided a Preliminary Project Plan within Attachment B, including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the Alliance states.

1. In particular, the Preliminary Project Plan will include a MS Project plan or equivalent:
  - a. A description of the deliverables to be provided under this contract.
  - b. Target dates and critical paths for the deliverables.
  - c. Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
  - d. The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
  - e. Internal milestones
  - f. Task durations

**The Contractor will implement a new state in less than 60 days.**

**This Section will vary by state. This section applies to Michigan:**

- A. The Contractor will carry out this project under the direction and control of the DTMB/DHS.
- B. Although there will be continuous liaison with the Contractor team, each State's project manager will speak monthly at minimum (conference call acceptable), with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- C. The Contractor will submit brief written bi-weekly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the DHS Project Manager; and notification of any significant deviation from previously agreed upon work plans. These reports should be sent via email to DHS and DTMB Project Manager.
- D. Within thirty (30) days of the award of the Contract, the Contractor will submit a work plan to DTMB/DHS Project Manager for final approval. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2. This implementation plan must include the following:
  1. The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
  2. The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  3. The time-phased plan showing each event, task and decision point in the work plan.
  4. The Contractor's project organizational structure.

## **Performance Review Meetings**

The State will require the Contractor to attend quarterly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the Contractor for attendance at the meeting.

### **1.302 REPORTS**

The Contractor must produce the reports listed below and make them available to the contract administrator through a web view product. In addition to the state's ability to review these reports online, the state also must have the ability to download these reports on demand. **Reports must be available online and for downloading for the full term of the contract.**

#### **FIDM SUMMARY BY STATE (MONTHLY)** (AKA "FIDM AT A GLANCE")

This report provides a view of each state's FIDM summary including; total number of cases submitted for matching, total number of obligors, matches completed (both full and partial), located funds and received funds. The received funds report can only be produced if the state elects to provide this data to the Contractor.

#### **FULL MATCH ACCOUNT ANALYSIS (QUARTERLY)**

This report lists all "hits" which were established through the matching process (both method 1 and 2). The report provides alphabetical listing of the obligor's name, social security number, case number, FI name and Tax Id number, and located account numbers.

#### **PARTIAL MATCHED ACCOUNTS ANALYSES (QUARTERLY)**

This report lists all "hits" which were established through the matching process (both method 1 and 2) but were not a perfect match. This occurs primarily due to name field discrepancies.

The report provides alphabetical listing of the obligor's name, social security number, case number, FI name and Tax ID number and the located account numbers.

#### **CASE MATCH ANALYSIS (QUARTERLY)**

This report summarizes the total number of hits received and the sum total available for lien and levy activity. The fields that are required at a minimum are; FI name, tax ID number, state where the FI is located, method number used for matching, FI account base which the state's obligor file is being matched against, accounts actually processed during the match, number of matches made, hit ratio, sum total of the FI reported balances for those accounts which made a "hit", and the obligor's arrears along with an arrears ratio as it relates to the sum found within the FI.

#### **FILE COMPLIANCE SCHEDULE – (MONTHLY)**

This report shows a complete list of all FIDM FIs in matching production, match method used, scheduled week for matching, the date a file was last received from the FI, and the date that the file was processed by the Contractor.

#### **NON-COMPLIANT FINANCIAL INSTITUTIONS - (WEEKLY)**

This report is to ensure that all FIs are participating in the data matching process as detailed in the agreements with the client state where the FI is located. The minimum fields required are: FI name and tax ID number, match method type, media type used by the FI, the week in the quarter that the file was due, non-compliance date (or the date the file was due), number of days which the FI is overdue, FI administrator's contact information, the date the Contractor contacted the FI regarding the problem, the outreach efforts made, the contact method and the results.

#### **STATE TO STATE REPORT – (QUARTERLY)**

This report is a summary of all state-to-state matching activity completed and in progress between two states. It depicts which two states are exchanging obligor files, which quarter is being processed and the status of the match.

#### **HITS RECEIVED/ACCOUNT BALANCE STATE TO STATE**

This report requires that the Contractor provide a view / report summarizing the matches accomplished as a result of an effort by any two Alliance (state-to-state results only).

Additional Ad Hoc Reports:

- Potential Collection Report (Assets found correlated to arrears on case.)
  - Account Balances greater than \$XXX (This will vary by state – some use \$250 others up to \$3,000)
  - Un-registered Financial Institutions - monthly
  - Registered Financial Institutions – monthly log of all contracted FI's

In addition to the reports web Site communication log (page) must be established and maintained to facilitate communication between state FIDM staff and the Contractor.

Additional reports that may be needed and customized to individual states specifications will be negotiated on a state-to-state basis.

### **POTENTIAL COLLECTION REPORT**

Assets found correlated to arrears on case. The intent of this report is to track the potential collections, by case, by county and/or statewide.

The state must be able to query the Contractor's database by individual social security number, county FIPS code and statewide to establish the potential collections available if a lien(s) was served. Additionally, this query must include a "minimum balance" field to enable the user to retrieve all hits that contain a balance above a certain threshold as used by each client state. The report must also provide the details for each match including the individual's first and last name, social security number, case number, date of birth, FI, TIN, arrears owed to the state and the FI account balance.

### **UN-REGISTERED FINANCIAL INSTITUTIONS (MONTHLY)**

A state's contract administrator must be able to monitor the communication and the status of FIs that are corresponding with the Contractor, but have not yet executed an agreement with the state. This report requires listing all such FIs with the same information as in the Non-compliant Report.

### **FI REIMBURSEMENT REPORT**

Some states have laws mandating that the state reimburse an FI for administrative costs associated with processing FIDM files. A report is required to assist such states in accomplishing the payment process.

**FI Merger Report** – Contractor created a spreadsheet in response to states wanting specific information about FI mergers and closures. This report contains the TIN number, name of the FI, which FI acquired them and their TIN number (if it was a merger), the status and the confirmation we received. This information can be sent to the state weekly, monthly, or at another agreed upon schedule. This report assists the states with keeping their system in sync with the Contractor FI database and is emailed to each state.

**Match Errors Received by FIs (Error Report)**– This level-four compliance report will display information regarding the errors found while processing FI files. This report will contain the current date, FI information (TIN, name, match date), a brief description of the error, the date we contacted the FI for compliance and the number of days out of compliance. This report will be available on the secured website and will be updated daily as errors are found.

**Monthly By Financial Institution** – This report is similar to the current case match report, except that it breaks down the account types for each FI. The information displayed on this report is sorted by FI. Each page will contain one FI. This report contains FI information (name and TIN number), match date and method, the number of records sent to the state, and the number of SSN's and cases matched. Also included on this report is a breakdown for each FI of account types, so the state can see what account types each FI is reporting. This report can be generated weekly or at another agreed upon schedule with the states and will be available for viewing or download from the secured website.

**Monthly By District** – This report breaks down matching information for each district/county in the state. The information on this report is sorted by county code. Each page will contain one county's

data. The report breaks down the match methods of the FI's reporting hits in that county as well as account type information for each method. This provides each county an understanding of what accounts are being reported in their region. The account type information also includes account balances. This report can be generated weekly or at another agreed upon schedule with the states and will be available for viewing or download from the secured website.

**Statewide Report** – This report is similar to the current case match report; however, it will give the states feedback on what types of accounts are being matched. This report is sorted by FI name within match method. It lists all the FIs that have matched in the given timeframe. The report displays the name and TIN number of the FI, their match date, number of cases and SSNs sent to the state, and records processed for each FI. This report also includes a summary of account type information divided up by match method. This report can be generated weekly or at another agreed upon schedule with the states and will be available for viewing or download from the secured website.

**1.400 Project Management**

**This Section will vary by state. This section applies to Michigan:**

**1.401 ISSUE MANAGEMENT**

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

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Managers on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

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

Issues will be tracked at four different levels.

Issue Level	Description	Target Resolution
<b>Critical</b>	Jeopardizes production; renders system unusable. Required: system patch or immediate workaround followed by system patch. Responded to within 1 hour.	Immediate; average is under 4 hours
<b>Urgent</b>	Affects production but not critically; limits use of system functionality. Required: system patch. Responded to within 4 hours	72 hrs.
<b>Normal</b>	Does not affect production; bug in system functionality or problems with performance. Required: system patch where warranted; otherwise, include in fix pack cycle. Responded to same day.	Fix Pack Cycle

Failure to meet target RESOLUTIONS may be subject to liquidated damages as identified in Article 2.

## 1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the State.

A risk management plan format shall be submitted to the State for approval within thirty (30) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.

The Contractor shall provide the tool to track risks. The Contractor will work with the State and allow input into the prioritization of risks.

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

## 1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract.

The following roles and responsibilities define those personnel involved in the current system change as well as the change management request and approval process. Multiple roles may be assigned to a single person. As system needs evolve, certain processes and role responsibilities may be revised in order to better meet changing project requirements.

**Project Manager** – The Project Manager is responsible for the Change Management Process for FIDM and our data match projects. The manager may assume the roles described below or may designate others to execute the role.

**Change Management Lead** – The Manager may designate a Change Management Lead (CML) to assume the responsibility for review and approval of submitted development services requests (bugs, change requests, enhancements, tasks, and research requests) in the issue tracking system. The CML will review the request and determine if additional information and approvals are needed. Routine requests may be approved without additional consultation. Those that clearly violate security or stability of the environment may be rejected without additional consultation. The CML is responsible for assigning the development services request to a Systems Engineer or to the Business Analyst.

**Deployment Coordinator** – The Manager may designate a Deployment Coordinator Lead (DCL) to coordinate the movement of approved changes into the production environment. The DCL must not be the person who made the code modifications. The DCL must have a thorough understanding of the data match environment and is responsible for having reviewed the development services request and the code revisions. The DCL should clarify any ambiguous or incomplete instructions with the Change Requestor, assigned Engineer, or Business Analyst. The DCL may, at his discretion, request the presence or availability of the originator during the deployment of the changes. The DCL is responsible for execution of directed test plans submitted for specific changes.

### Change Control Procedures

The following describes the Contractor's change control procedures:

#### **Change Request Procedure**

1. All requests to modify the data match production environment must be documented using a Development Services Request in the issue tracking system. The request must be classified as a bug,

change request, or enhancement request. A request that does not require code modifications in the production environment will be classified as a task or research item. Once it is determined that a code modification is required, the request type must be changed to a bug, change request, or enhancement request. Definitions of request types:

Bug – System is not working as it is intended. A production issue

Enhancement – A new feature request. Something that does not exist today.

Change Request – A request to change something that is working as intended

Task – A general assignment such as a query or report request

Research – A potential issue that needs further analysis to determine if there is a bug or possible user misunderstanding

2. If the requestor sends an email directly to the development team, the developer must create a development services request in the issue tracking system to document the request for tracking and auditing purposes. Include the name of the person who requested the modification.

3. The email function within the issue tracking system request must be used to track all status updates and approvals for deployment. Items to be captured using the email function include:

Deployment of modifications to testing environment

Modifications to the original request. For example, the originator decides that they want something else than what was originally documented in the request

Request clarifications. The request is vague and more information is needed from the originator in order to complete the request

Approvals for deployment to production

NOTE: If the email function is not used, paste the emails into the notes section of the request.

4. Once a resolution has been determined and tested, update the development services request as resolved and document a detailed description of the resolution in the resolution description area of the request.
5. Document the production deployment date within the request. Data match builds will occur within two business days of finding the system issue.
6. Prior to closing the development services request, an email must be sent to the originator documenting that the request will be closed. The originator must confirm prior to the request being closed that the problem has been fixed in the production environment.

*Business Requirement Procedure:*

1. For enhancements and modifications to the existing data match application, a business requirement document will be created to document the new requirements or modifications to existing requirements. Process Flows, use cases and scenarios, report mockups, and screen mockups may also be provided for major enhancements or change requests.
2. The Business Requirements will be reviewed and approved with the Business Owner and attached to the request and stored on the data match ticketing system.
3. The assigned developer must also approve the business requirements prior to beginning detailed and technical design.
4. A baseline version of the business requirements will be created after they have received all approvals and versioning will begin with 1.0. Any modifications requested after the requirements have been approved/ base-lined will require a request with justification for the change and new approvals will need to be captured. Versioning will increase in increments of one.

#### Code Revision Procedure:

- All data match source code will be maintained in Visual SourceSafe.
- The developer shall check-out the code to be revised from SourceSafe as a result of a request. Note: CA Gen deviates from the check-out policy, but appropriate mitigation strategies have been implemented. See below for details.
- A code review must be conducted with peer developers once the code revisions are complete. A standard meeting is scheduled every Thursday at 10 AM CST to review code. A code review:
  - Familiarizes at least two people with the code
  - Validates that the code conforms to secure coding standards
  - Ensures code matches the requirements

For public facing web page additions/modifications, both the coder and reviewer should check the Open Web Application Security Project (OWASP) 10 – the best practices for web programming. (See Appendix or website [http://www.owasp.org/index.php/Top\\_10\\_2007#Downloadable\\_Versions](http://www.owasp.org/index.php/Top_10_2007#Downloadable_Versions))

- After completion of the code review, the developer shall check the code into SourceSafe. When checking in the code, document the issue ID and a description of the change within the comments section.

#### Code Check-Out/Check-In Procedures:

1. The developer shall check-out the code to be revised from the Code Encyclopedia. Only the subsets that are to be revised will be checked-out.
2. Code revisions will be checked into SourceSafe where the issue ID will be entered in the comments field. Only the revised subsets will be checked-in.
3. The revised code will be checked into the Code Encyclopedia.
4. All other procedures for code revisions will be adhered to. Note: Currently, only one developer has access to check-out and revise code from the Code Encyclopedia.

#### Production Deployment Procedure:

1. Developer shall conduct unit and system testing, as needed. At a minimum, unit testing must be performed prior to checking-in code to SourceSafe.
2. For the purposes of this contract, data match Builds will occur within 2 business days of discovering the system issue.
3. A data match Build will consist of one or more issue requests. Priority for the issue requests will be determined during the monthly meeting with the data match Project Manager and Supervisor Manager and must be agreed upon with management.
4. A test plan must be completed and executed for the entire build. Complete a data match Build document for each build. This document will provide an overview of the changes to be implemented, how they will be tested, results of testing, how the changes will be installed, and the rollback plan if problems occur.
5. A resource that did not make revisions to the code will be responsible for compiling and deploying modifications to the production system. This should be the person who participated in the code review
6. All change request and code revision procedures listed above must be adhered to and followed prior to deploying modifications to the production system.

#### Approval of Change Requests

All system resource and process changes require approval before being implemented. The Change Management Lead will request approval of the Project Manager to deploy the system modification. If the proposed change is approved by the State, the Project Manager will provide approval for the implementation. All approvals are documented and stored in our issue tracking system for audit and compliance purposes.

If a proposed contract change is approved by the Agency, the Contract Compliance Inspector will submit a request for change to the Department of Technology, Management and Budget, Procurement Buyer, who will make recommendations to the Director of DTMB-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), the DTMB-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 the DTMB-Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the State while the migration is underway.

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

### **1.500 Acceptance**

#### **1.501 CRITERIA**

The Contractor must log the lapsed time between the date the match was received from the bank and the date the FIDM Contractor delivered the file to the State. Upon receipt of the financial institution matches, The State Project manager will review, and only approve invoices upon verification that all files were transferred in a timely fashion.

#### **1.502 FINAL ACCEPTANCE**

See section 2.256 Final Acceptance.

### **1.600 Compensation and Payment**

#### **1.601 COMPENSATION AND PAYMENT**

For authorized Services and Price List for the Alliance, see Attachment A. Prices are firm for the entire length of the Contract.

The State will be billed quarterly and receive a billing that reflects an itemized task list or per item quantity, rate, subtotal and grand total for the billing. The State does not anticipate paying for any additional charges (i.e., setup, maintenance, hosting charges, etc.) to support the system.

Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone within each itemized task, not to exceed contractual costs.

**Sales Tax:** For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

**Federal Excise Tax:** The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State’s exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

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 the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dmb](http://www.michigan.gov/dmb) for current rates (Note: this will vary by State's).

The selected Contractor will be required to submit a 1% Administrative Fee (see Section 2.031) on all payments remitted to the State of Michigan under the Michigan Contract.

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

This Section will vary by State. This section applies to Michigan:

Unless otherwise agreed by the parties, each Statement of Work will include:

1. Background
2. Project Objective
3. Scope of Work
4. Deliverables
5. Acceptance Criteria
6. Project Control and Reports
7. Specific Department Standards
8. Payment Schedule
9. Travel and Expenses
10. Project Contacts
11. Agency Responsibilities and Assumptions
12. Location of Where the Work is to be performed
13. Expected Contractor Work Hours and Conditions

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

### **Invoicing**

Contractor will submit properly itemized invoices to:

DTMB – Financial Services  
Accounts Payable  
P.O. Box 30026  
Lansing, MI 48909  
or  
[DTMB-Accounts-Payable@michigan.gov](mailto:DTMB-Accounts-Payable@michigan.gov)

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

### **1.602 HOLDBACK - RESERVED**

#### **1.700 Additional Requirements**

### **SAFEGUARDING OF DATA**

Federal Requirements Governing the Child Support Enforcement Program  
PART D--CHILD SUPPORT AND ESTABLISHMENT OF PATERNITY  
Sec. 469A [42 U.S.C. 669a]. Non-liability for financial institutions providing financial records to State child support enforcement agencies in child support cases  
(a) In general

Notwithstanding any other provision of Federal or State law, a financial institution shall not be liable under any Federal or State law to any person for disclosing any financial record of an individual to a State child support enforcement agency attempting to establish, modify, or enforce a child support obligation of such individual, or for disclosing any such record to the Federal Parent Locator Service, (FPLS) pursuant to > section 666(a)(17)(A) of this title.

(b) Prohibition of disclosure of financial record obtained by State child support enforcement agency  
A State child support enforcement agency which obtains a financial record of an individual from a financial institution pursuant to subsection (a) of this section may disclose such financial record only for the purpose of, and to the extent necessary in, establishing, modifying, or enforcing a child support obligation of such individual.

(c) Civil damages for unauthorized disclosure

(1) Disclosure by State officer or employee

If any person knowingly, or by reason of negligence, discloses a financial record of an individual in violation of subsection (b) of this section, such individual may bring a civil action for damages against such person in a district court of the United States.

(2) No liability for good faith but erroneous interpretation

No liability shall arise under this subsection with respect to any disclosure, which results from a good faith, but erroneous, interpretation of subsection (b) of this section.

(3) Damages

*In any action brought under paragraph (1), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of--*

(A) the greater of--

(i) \$1,000 for each act of unauthorized disclosure of a financial record with respect to which such defendant is found liable; or

(ii) the sum of--

(I) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure; plus

(II) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages; plus

(B) the costs (including attorney's fees) of the action.

(d) Definitions

For purposes of this section--

(1) Financial institution

The term "financial institution" means--

(A) a depository institution, as defined in > section 1813(c) of Title 12;

(B) an institution-affiliated party, as defined in > section 1813(u) of Title 12;

(C) any Federal credit union or State credit union, as defined in > section 1752 of Title 12, including an institution-affiliated party of such a credit union, as defined in > section 1786(r) of Title 12; and

(D) any benefit association, insurance company, safe deposit company, money-market mutual fund, or similar entity authorized to do business in the State.

(2) Financial record

The term "financial record" has the meaning given such term in > section 3401 of Title 12.

CREDIT(S)

(Aug. 14, 1935, c. 531, Title IV, S 469A, as added Aug. 22, > 1996, Pub.L. 104-193, Title III, S 353, 110 Stat. 2240, and amended July 16, > 1998, Pub.L. 105-200, Title IV, S 406(c), 112 Stat. 672.)

General Materials (GM) - References, Annotations, or Tables>

## **HISTORICAL AND STATUTORY NOTES**

Revision Notes and Legislative Reports

1996 Acts. > House Report No. 104-651 and > House Conference Report No. 104- 725, see 1996 U.S. Code Cong. and Adm. News, p. 2183.

1998 Acts. > House Report No. 105-422, see 1998 U.S. Code Cong. and Adm. News, p. 290.

Amendments

1998 Amendments. Subsec. (a). > Pub.L. 105-200, S 406(c), inserted ", or for disclosing any such record to the Federal Parent Locator Service pursuant to section 466(a)(17)(A)" before the period.

Effective and Applicability Provisions

1996 Acts. For effective date of > Title III of Pub.L. 104-193, see > section 395(a) to (c) of Pub.L. 104-193, set out as a note under section 654 of this title.

Pursuant to Federal regulations governing the IV-D child support enforcement program, the State's IV-D agency shall be responsible and accountable for the operation of State IV-D program. See 45 CFR 302.12 (a) (2).

The regulation provides that, with certain exceptions, the agency need not perform all of the functions of the IV-D program so long as it insures that all these functions are being carried out properly, efficiently, and effectively. Exceptions cited in 45 CFR 303.20.

If the IV-D agency delegates any of the functions of the IV-D program to any other State or local agency or official, or any official with whom a cooperative agreement has been entered into, or purchases services from any person or private agency, the IV-D agency shall have responsibility for securing compliance with the requirements of the State plan by such agency or officials. See 45 CFR 302.12 (a) (3) and also Section 454 of the Act, State plan requirements, 42 U.S.C. 654.

## **FINANCIAL INSTITUTION DATA MATCHING AND SAFEGUARDING OF DATA**

Pursuant to Federal law, each State must have in effect laws requiring the use of certain procedures. These laws and procedures require the IV-D agency to enter into agreements with financial institutions doing business in the State to develop and operate, in coordination with the financial institutions, and the FPLS in the case of financial institutions doing business in two or more States, a data match system. See Section 466 (a) (17) of the Act. See also the definition of "financial institution" in section 469A (d) (l) of the Act. A copy of this agreement is attached in Exhibit 4.

Federal law further requires that a State child support enforcement agency which obtains a financial record of an individual from a financial institution pursuant to the data match system described in section 466 (a) (17) of the Act may disclose such financial record only for the purpose of, and to the extent necessary in, establishing, modifying or enforcing a child support obligation of such individual. See section 469A (b) of the Act. See also the definition of "financial record" in section 469A (d) (2) of the Act. The civil damages described in section 469A (c) of the Act apply to any unauthorized disclosure.

Federal regulation specifies that any information relating to a specified individual, including the individual's Social Security number and financial information, obtained in connection with the performance of a IV-D function such as enforcement of a support obligation, is confidential information and may not be disclosed outside of the administration of the IV-D program. See 45 CFR 303.21.

## **AGREEMENT TO COMPLY, CONTRACTOR SPECIFIC SECURITY**

The Contractor must commit to provide a secured physical and system environment for the data match project. Virtually all of our projects require a comprehensive security plan. The Contractor must have extensive experience with security in regards to federal and state governments.

The Contractor must abide by the requirements of federal and state laws and regulations when handling confidential child support information and financial records. Under this contract the Contractor must maintain rigorous standards regarding the security of information. The Contractor must adhere to a comprehensive security plan to ensure that all data is used for only professional and authorized purposes; exchanged via a mutually approved and secure data transfer method which utilizes FIPS 140-2 encryption standards; not copied or stored on digital media; and not accessed remotely without Virtual Private Network security

For the operation of the financial institution data match system on behalf of the issuing IV-D agency, the Contractor must agree to comply with the requirements of Title IV-D of the Act and part 300 of Title 45 of the Code of Federal Regulations pertaining to the safeguarding of data, including those provisions that specifically apply to the operation of the financial institution data match system.

The Contractor must agree to comply with the safeguarding requirements of IRS Publication 1075 if they are in receipt of any Federal Tax Information (FTI) from the state child support agencies. FTI, or return information, refers to a taxpayer's identity, source of income, credits, assets, net worth, or any other information by the IRS to the child support program. See 26 U.S.C. 6103.

The Contractor must agree to comply with the management, operational and technical security and privacy safeguarding requirements of The OCSE Security Agreement document signed by all Alliance states if they are in receipt of any Federal Parent Locator Service (FPLS) data from the state child support agencies. Contractor must sign the OCSE Security Agreement Security Addendum for each state participating in the Alliance. This document will be included with each state's contract. This Security Addendum must be signed by any organization operating an information system that houses, processes, or transmits Federal Parent Locator Service (FPLS) information and child support program information on behalf of the state child support agencies. FPLS consists of the National Director of New Hires, Debtor File and the Federal Case Registry. See 42 U.S.C. 653. The OCSE Security Agreement and Security Addendum are attached as Exhibit 4. FPLS consists of the National Director of New Hires, Debtor File and the Federal Case Registry. See 42 U.S.C. 653. The OCSE Security Agreement is attached as Exhibit 4.

## **OPERATIONS CENTER SECURITY**

Federal regulations impose stringent accountability and security requirements for the management of financial information. The Contractor must ensure guidelines are met to safeguard financial account records, and match result records. The first level of security is the physical-processing center, which is accessible only by authorized personnel carrying correct access cards and whom have signed an annual agreement outlining applicable data security and safeguarding provisions.

## **NETWORK AND DATA PROCESSING SECURITY PHYSICAL DATA HANDLING**

The data received by the Contractor for the FIDM project must be only used for the match and results processing. This data must be highly secured and used for no other purpose than to build and maintain a database of IV-D case arrearage records (obligor database), receive and process financial account records against the obligor database, format the result records, and return the data to the requesting donor states.

Data must be archived to physical media at agreed-upon intervals and deleted from the database, and the archives will be returned to the donor states. Data must be disclosed only to personnel authorized to handle the data files and process the match and results records. Physical files received from financial institutions must be returned upon conclusion of the processing or used for the next quarter obligor extract and effectively overwritten by the new file. No data records should be kept that are not required by the processing center after the end of the quarter and after the states have accepted the results. Financial institution records must not be written to a database; they will be used as the basis for the match and stored only if a positive match is made that requires the account information to be returned to the state.

## **ADDITIONAL SAFEGUARDING OF DATA**

The Contractor must maintain on an ongoing basis, policies and procedures for managing the complete operation of the processing center. This includes all necessary security measures, access rights and proper handling of the data files, from receipt to return. Each State must have in effect laws requiring the use of certain procedures. These laws and procedures require the IV-D agency to enter into agreements with financial institutions doing business in the State to develop and operate, in coordination with the financial institutions, and the FPLS.

## **Article 2, Terms and Conditions**

Note: these terms and conditions are Michigan-Specific Only.

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

#### **2.001 CONTRACT TERM**

This Contract is for a period of five (5) years beginning July 1, 2015 through June 30, 2020. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 OPTIONS TO RENEW**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

#### **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**

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

#### **2.006 ORDER OF PRECEDENCE**

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work 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.

## **2.007 HEADINGS**

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

## **2.008 FORM, FUNCTION & UTILITY**

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

## **2.009 REFORMATION AND SEVERABILITY**

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

### **2.010 Consents and Approvals**

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

## **2.011 NO WAIVER OF DEFAULT**

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

## **2.012 SURVIVAL**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

### **2.020 Contract Administration**

## **2.021 ISSUING OFFICE**

This Contract is issued by the Department of Technology, Management and Budget, Procurement, Department of Technology, Management and Budget, Customer Services and The Department of Human Services (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB-Procurement Contract Administrator for this Contract is:

Whitnie Zuker  
Buyer  
Procurement  
Department of Technology, Management and Budget  
Constitution Hall, 1<sup>st</sup> Floor  
PO Box 30026  
Lansing, MI 48909  
zukerw@michigan.gov  
517-284-7030

## **2.022 CONTRACT COMPLIANCE INSPECTOR**

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. **Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the**

**prices, terms, conditions and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contract Compliance Inspector for this Contract is:

Kim Lubbers  
Department of Human Services, Office of Child Support  
P.O. Box 30744  
Lansing, MI 48909  
Lubbersk@Michigan.gov  
517-241-4434  
517-335-3030

### **2.023 PROJECT MANAGER**

The following individual will oversee the project:

Kim Lubbers  
Department of Human Services, Office of Child Support  
P.O. Box 30744  
Lansing, MI 48909  
Lubbersk@Michigan.gov  
517-241-4434  
517-335-3030

### **2.024 CHANGE REQUESTS**

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide 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 prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

#### **(1) Change Request at State Request**

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

- (2) Contractor Recommendation for Change Requests:  
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- (3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- (4) By giving Contractor written notice within a reasonable time, the State 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 must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (5) No proposed Change 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.
- (6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

## **2.025 NOTICES**

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

### **Delivery or Courier**

State of Michigan  
DTMB-Procurement  
Attention:  
1<sup>st</sup> Floor, Constitution Hall  
525 West Allegan  
Lansing, Michigan 48933-1502

### **United States Postal Service**

State of Michigan  
DTMB-Procurement  
Attention:  
PO Box 30026  
Lansing, MI 48909-7526

Contractor:  
Informatix Inc.  
Attn: Contract Administration  
2485 Natomas Park Drive, Suite 430  
Sacramento, CA 95833-2934

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

## **2.026 BINDING COMMITMENTS**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon 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, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State’s likelihood of receiving performance on the Contract or the State’s ability to recover damages.

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

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

**2.030 General Provisions**

**2.031 ADMINISTRATIVE FEE AND REPORTING**

The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget  
Financial Services – Cashier Unit  
Lewis Cass Building  
320 South Walnut St.  
P.O. Box 30681  
Lansing, MI 48909

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each quarter.

### **2.032 MEDIA RELEASES**

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

### **2.033 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.

### **2.034 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.

### **2.035 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.

### **2.036 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.

### **2.037 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").

### **2.038 DISASTER RECOVERY**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract 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 or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

### **2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES**

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

#### **2.043 SERVICES/DELIVERABLES COVERED**

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

#### **2.044 INVOICING AND PAYMENT – IN GENERAL**

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis 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. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) 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.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Technology, Management and Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

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

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

#### **2.045 PRO-RATION**

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

#### **2.046 ANTITRUST ASSIGNMENT**

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

#### **2.047 FINAL PAYMENT**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall 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).

## **2.050 Taxes**

### **2.051 EMPLOYMENT TAXES**

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

### **2.062 CONTRACTOR KEY PERSONNEL**

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall 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 shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall 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 shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for

cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

### **2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST**

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

### **2.064 CONTRACTOR PERSONNEL LOCATION**

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, 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**

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

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall

act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

#### **2.068 CONTRACTOR RETURN OF STATE EQUIPMENT/RESOURCES**

The Contractor 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, and 2.200** in all of its agreements with any Subcontractors.

#### **2.075 COMPETITIVE SELECTION**

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

## **2.080 State Responsibilities**

### **2.081 EQUIPMENT**

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

### **2.082 FACILITIES**

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

## **2.090 Security**

### **2.091 BACKGROUND CHECKS**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results 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.

## **2.100 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 means any child support program information as defined in Section 1.700, all confidential information shared between states, 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. If in possession of any FTI or FPLS as defined in Section 1.700, Contractor must certify to the State that these files have been retained and/or destroyed in accordance with IRS Publication 1075 or OCSE Security Agreement, respectively.

### **2.103 PCI DATA SECURITY STANDARD**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the Contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

### **2.104 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.

### **2.105 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.

## **2.106 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 one hour of becoming aware of the use or disclosure.

## **2.107 RESPECTIVE OBLIGATIONS**

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

### **2.110 Records and Inspections**

## **2.111 INSPECTION OF WORK PERFORMED**

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

## **2.112 RETENTION OF RECORDS**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

## **2.113 EXAMINATION OF RECORDS**

(a) The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

## **2.114 AUDIT RESOLUTION**

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

## **2.115 ERRORS**

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## **2.120 Warranties**

### **2.121 WARRANTIES AND REPRESENTATIONS**

The Contractor represents and warrants:

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

statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

#### **2.122 WARRANTY OF MERCHANTABILITY**

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

#### **2.123 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**

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

#### **2.124 WARRANTY OF TITLE**

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

#### **2.125 EQUIPMENT WARRANTY**

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 14 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.

## **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 Insurance**

#### **2.13.1 LIABILITY INSURANCE**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.

(h) The Contractor must provide, within five (5) business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' 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 require the Contractor to pay that cost upon demand.

(l) 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 Michigan Attorney General.

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

**(i) Commercial General Liability**

Minimal Limits:

\$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, and  
\$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

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 the insurance policy contains a waiver of subrogation by the insurance company.

**(ii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(iii) Workers' Compensation**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(iv) Employers Liability**

Minimal Limits:

\$100,000 Each Incident  
\$100,000 Each Employee by Disease  
\$500,000 Aggregate Disease

**(v) Employee Fidelity (Crime)**

Minimal Limits:

\$1,000,000 Employee Theft Per Loss

Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, and Funds Transfer Fraud..

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

**(vi)Professional Liability (Errors and Omissions)**

Minimal Limits:

\$3,000,000 Each Claim

\$3,000,000 Annual Aggregate

Deductible Maximum:

\$100,000 Per Loss

**(vii)Privacy and Security Liability (Cyber Liability)**

Minimal Limits:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) transmitting or receiving malicious code via the insured's computer system; (c) denial of service attacks or the inability to access websites or computer systems.

### **2.13.2 SUBCONTRACTOR INSURANCE COVERAGE**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

### **2.13.3 CERTIFICATES OF INSURANCE**

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 of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

## **2.140 Indemnification**

### **2.141 GENERAL INDEMNIFICATION**

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

### **2.142 CODE INDEMNIFICATION**

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

#### **2.143 EMPLOYEE INDEMNIFICATION**

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

#### **2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION**

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

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

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

#### **2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS**

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

#### **2.146 INDEMNIFICATION PROCEDURES**

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it 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.

### **2.150 Termination/Cancellation**

#### **2.151 NOTICE AND RIGHT TO CURE**

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State 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.

#### **2.152 TERMINATION FOR CAUSE**

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

### **2.153 TERMINATION FOR CONVENIENCE**

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

### **2.154 TERMINATION FOR NON-APPROPRIATION**

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or 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.

### **2.155 TERMINATION FOR CRIMINAL CONVICTION**

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

### **2.156 TERMINATION FOR APPROVALS RESCINDED**

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

### **2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION**

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items

included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

## **2.158 RESERVATION OF RIGHTS**

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

### **2.160 Termination by Contractor**

## **2.161 TERMINATION BY CONTRACTOR**

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

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

### **2.170 Transition Responsibilities**

## **2.171 CONTRACTOR TRANSITION RESPONSIBILITIES**

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor 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 30 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

## **2.172 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.

#### **2.173 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.

#### **2.174 CONTRACTOR SOFTWARE TRANSITION**

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

#### **2.175 TRANSITION PAYMENTS**

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

#### **2.176 STATE TRANSITION RESPONSIBILITIES**

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

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

#### **2.180 Stop Work**

#### **2.181 STOP WORK ORDERS**

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. 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 2.182**.

#### **2.182 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**.

## **2.183 ALLOWANCE OF CONTRACTOR COSTS**

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, 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.

## **2.190 Dispute Resolution**

### **2.191 IN GENERAL**

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

### **2.192 INFORMAL DISPUTE RESOLUTION**

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

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

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

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

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

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

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

### **2.193 INJUNCTIVE RELIEF**

A claim between the State and the Contractor is not subject to the provisions of Section 2.192, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

### **2.194 CONTINUED PERFORMANCE**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not

be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

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

### **2.201 NONDISCRIMINATION**

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

### **2.202 UNFAIR LABOR PRACTICES**

Under 1980 PA 278, MCL 423.321, et seq., the State 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.

### **2.203 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>.

### **2.204 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.

## **2.210 Governing Law**

### **2.211 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.

### **2.212 COMPLIANCE WITH LAWS**

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

### **2.213 JURISDICTION**

Any dispute arising from the Contract 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.

## **2.220 Limitation of Liability**

### **2.221 LIMITATION OF LIABILITY**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 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.

### **2.232 CALL CENTER DISCLOSURE**

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

### **2.233 BANKRUPTCY**

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

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

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process shall be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

### **2.240 Performance**

#### **2.241 TIME OF PERFORMANCE**

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor 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.

#### **2.242 SERVICE LEVEL AGREEMENT (SLA)**

- (a) SLAs will be completed with the following operational considerations:

- (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
- (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
  - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
  - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

#### **2.243 LIQUIDATED DAMAGES**

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

#### **Unauthorized Removal of any Key Personnel**

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

#### **2.244 EXCUSABLE FAILURE**

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements

(executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

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

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

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

## **2.250 Approval of Deliverables**

### **2.251 DELIVERY OF DELIVERABLES**

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

Prior to delivering any Deliverable to the State, Contractor will first perform all required quality assurance activities, and, in the case of Custom Software Deliverables, System Testing to verify that the Deliverable is complete and in conformance with its specifications. Before delivering a Deliverable to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

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

## **2.252 CONTRACTOR SYSTEM TESTING**

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

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

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

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

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

## **2.253 APPROVAL OF DELIVERABLES, IN GENERAL**

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

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

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

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

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the

failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

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

#### **2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES**

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

#### **2.255 PROCESS FOR APPROVAL OF CUSTOM SOFTWARE DELIVERABLES**

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

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

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State

accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

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

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

#### **2.256 FINAL ACCEPTANCE**

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

### **2.260 Ownership**

#### **2.261 OWNERSHIP OF WORK PRODUCT BY STATE**

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

#### **2.262 VESTING OF RIGHTS**

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

#### **2.263 RIGHTS IN DATA**

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the

Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### **2.264 OWNERSHIP OF MATERIALS**

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

#### **2.270 State Standards**

##### **2.271 EXISTING TECHNOLOGY STANDARDS**

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--00.html>.

##### **2.272 ACCEPTABLE USE POLICY**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---00.html). All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

##### **2.273 SYSTEMS CHANGES**

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

##### **2.274 ELECTRONIC RECEIPT PROCESSING STANDARD**

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

#### **2.280 Extended Purchasing Program**

##### **2.281 EXTENDED PURCHASING PROGRAM**

The Contract will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Upon mutual written agreement between the State of Michigan and the Contractor, this Contract may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

If extended, the Contractor must supply all goods and services at the established Agreement prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

The Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

## 2.290 Environmental Provision

### 2.291 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.

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

- (a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, state and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs

involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

**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.).

### **2.300 Deliverables**

#### **2.301 SOFTWARE**

A list of the items of software the State is required to purchase for executing the Contract is attached. 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). The attachment also identifies certain items of software to be provided by the State.

#### **2.302 HARDWARE**

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

### **2.310 Software Warranties**

#### **2.311 PERFORMANCE WARRANTY**

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

#### **2.312 NO SURREPTITIOUS CODE WARRANTY**

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

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

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

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

### **2.313 CALENDAR WARRANTY**

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

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

### **2.314 THIRD-PARTY SOFTWARE WARRANTY**

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

### **2.315 PHYSICAL MEDIA WARRANTY**

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

## **2.320 Software Licensing**

### **2.321 CROSS-LICENSE, DELIVERABLES ONLY, LICENSE TO CONTRACTOR**

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

### **2.322 CROSS-LICENSE, DELIVERABLES AND DERIVATIVE WORK, LICENSE TO CONTRACTOR**

The State grants to the Contractor, the royalty-free, world-wide, non-exclusive right and license under any Deliverable and/or Derivative Work now or in the future owned by the State, or with respect to which the State has a right to grant such rights or licenses, to the extent required by the Contractor to market the

Deliverables and/or Derivative Work and exercise its full rights in the Deliverables and/or Derivative Work, including, without limitation, the right to make, use and sell products and services based on or incorporating such Deliverables and/or Derivative Work.

### **2.323 LICENSE BACK TO THE STATE**

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

### **2.324 LICENSE RETAINED BY CONTRACTOR**

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

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

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

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

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

### **2.325 PRE-EXISTING MATERIALS FOR CUSTOM SOFTWARE DELIVERABLES**

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

### **2.330 Source Code Escrow**

#### **2.331 DEFINITION**

"Source Code Escrow Package" shall mean:

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

### **2.332 DELIVERY OF SOURCE CODE INTO ESCROW**

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

### **2.333 DELIVERY OF NEW SOURCE CODE INTO ESCROW**

If at 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.

### **2.334 VERIFICATION**

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

### **2.335 ESCROW FEES**

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

### **2.336 RELEASE EVENTS**

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

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

### **2.337 RELEASE EVENT PROCEDURES**

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

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

### **2.338 LICENSE**

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

### **2.339 DERIVATIVE WORKS**

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

**Glossary**  
(For the State of Michigan Contract)

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Alliance	The reference of "State" could also refer to "Alliance" which means the FIDM Alliance states.
Audit Period	See Section 2.110
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the State's computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work.
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons.
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services.
Services	"Services" means any function performed for the benefit of the Alliance State(s).

Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent Contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

## **Attachment A – Pricing Proposal**

See Separate Attachment.

# Attachment B - Preliminary Project Plan

ID	Task Name	% Complete	Duration	Start	Finish	Actual Finish	Predecessors	Resource Names	T	F	S
1	Financial Institution Data Match Services	0%	1370 days	Wed 4/1/15	Tue 6/30/20		NA				
2											
3	Contract	0%	23 days	Wed 4/1/15	Fri 5/1/15		NA				
4	Contract Award	0%	0 days	Wed 4/1/15	Wed 4/1/15		NA	State			
5	Contract Negotiations	0%	8 days	Wed 4/1/15	Fri 4/10/15		NA.4	INFX and State			
6	Contracts Signed by Informatix	0%	5 days	Mon 4/13/15	Fri 4/17/15		NA.5	INFX			
7	Contracts Signed by State	0%	10 days	Mon 4/20/15	Fri 5/1/15		NA.6	State			
8	Contract Fully Executed	0%	0 days	Fri 5/1/15	Fri 5/1/15		NA.7				
9											
10	Initial Outreach to Fis	0%	21 days	Fri 5/1/15	Mon 6/1/15		NA.8				
11	Start Outreach to Financial Institutions Planning	0%	0 days	Fri 5/1/15	Fri 5/1/15		NA				
12	Identify All Fis Doing Business Within the State	0%	3 days	Mon 5/4/15	Wed 5/6/15		NA.11	INFX FIDM Administrative Support Specialist 1			
13	Design Outreach Materials	0%	21 days	Fri 5/1/15	Mon 6/1/15		NA				
14	Start Development Outreach Print Materials	0%	0 days	Fri 5/1/15	Fri 5/1/15		NA	State			
15	Develop Outreach to Financial Institutions Detailed Content	0%	15 days	Mon 5/4/15	Fri 5/22/15		NA.14	State			
16	State approval of outreach materials	0%	5 days	Mon 5/25/15	Fri 5/29/15		NA.15	State			
17	Send Outreach Packet to Fis	0%	1 day	Mon 4/1/15	Mon 6/1/15		NA.16	Adam			
18											
19	Data Match Services	0%	1347 days	Fri 5/1/15	Tue 6/30/20		NA.8				
20	Finalize File Formats	0%	3 days	Mon 5/4/15	Wed 5/6/15		NA	INFX Project Manager			
21	Hardware Configuration	0%	5 days	Mon 5/4/15	Fri 5/8/15		NA	INFX Systems Manager			
22	Begin System Modifications (if needed)	0%	15 days	Mon 5/4/15	Fri 5/22/15		NA				
23	Modify Load Program	0%	5 days	Mon 5/4/15	Fri 5/8/15		NA	INFX Programmer 1			
24	Modify Match Program	0%	5 days	Mon 5/11/15	Fri 5/15/15		NA.23	INFX Programmer 1			
25	Modify Response File	0%	5 days	Mon 5/18/15	Fri 5/22/15		NA.24	INFX Programmer 1			
26	Reports	0%	27 days	Thu 5/7/15	Fri 6/12/15		NA.20				
27	Finalize Reporting Requirements	0%	5 days	Thu 5/7/15	Wed 5/13/15		NA	INFX Project Manager			
28	Develop/Modify Reports	0%	15 days	Mon 5/25/15	Fri 6/12/15		NA.25				
29	FIDM report modifications	0%	15 days	Mon 5/25/15	Fri 6/12/15		NA	INFX Programmer 1			
30	State and FI Website	0%	11 days	Fri 5/1/15	Mon 5/18/15		NA.8				
31	Start Website Modifications	0%	0 days	Fri 5/1/15	Fri 5/1/15		NA	INFX Programmer 2			
32	Graphic design for website	0%	3 days	Mon 5/4/15	Wed 5/6/15		NA	INFX Programmer 2			
33	Modify User login and User maintenance functions	0%	2 days	Thu 5/7/15	Fri 5/8/15		NA.32	INFX Programmer 2			
34	Modify Download of Reports for State	0%	2 days	Mon 5/11/15	Tue 5/12/15		NA.33	INFX Programmer 2			
35	Modify Download for Fis	0%	2 days	Wed 5/13/15	Thu 5/14/15		NA.34	INFX Programmer 2			
36	Modify Upload for Fis	0%	2 days	Fri 5/15/15	Mon 5/18/15		NA.35	INFX Programmer 2			
37	State Development (if needed)	0%	31 days	Mon 5/4/15	Mon 6/15/15		NA				
38	Development	0%	26 days	Mon 5/4/15	Mon 6/8/15		NA	State			
39	Internal Testing	0%	5 days	Tue 5/9/15	Mon 6/15/15		NA.38	State			
40	Test and Implement Data Match Services	0%	1317 days	Mon 6/15/15	Tue 6/30/20		NA.36,29				
41	Test Modifications INFX	0%	12 days	Mon 6/15/15	Tue 6/30/15		NA	INFX Team			
42	Setup FTP with State for file transfers	0%	5 days	Mon 6/15/15	Fri 6/19/15		NA	INFX and State			
43	Test with State	0%	10 days	Tue 6/16/15	Mon 6/29/15		NA.39	INFX and State			
44	Implement Modifications	0%	1 day	Tue 6/30/15	Tue 6/30/15		NA.43	Adam			
45											
46	Ongoing Operations	0%	1305 days	Tue 6/30/15	Tue 6/30/20		NA.44	INFX Team			
47	Begin Ongoing Outreach (Fis)	0%	0 days	Tue 6/30/15	Tue 6/30/15		NA				
48	Start Matching	0%	3 days	Wed 7/1/15	Fri 7/3/15		NA.47				

Project: Implementation Plan  
Date: Thu 1/15/15

Task		External Tasks		Inactive Summary		Start-only	
Split		External Milestone		Manual Task		Finish-only	
Milestone		Inactive Task		Duration-only		Progress	
Summary		Inactive Task		Manual Summary Rollup		Deadline	
Project Summary		Inactive Milestone		Manual Summary			

## Exhibit 1 – Current FIDM Alliance Information Statistics

### Alliance Information (Part 1):

State	Obligor Count	Number of FIs	Population
Alaska	25,256	63	735,132
Arizona	131,623	62	6,626,624
California	500,000	755	38,332,521
Colorado	80,823	188	5,268,367
Idaho	29,794	64	1,612,136
Illinois	211,831	869	12,882,135
Indiana	133,508	295	6,570,902
Maine	25,498	89	1,328,302
Maryland	43,727	155	5,928,814
Michigan	210,922	411	9,895,622
Montana	18,000	115	1,015,165
Nebraska	43,042	258	1,868,516
Nevada	81,362	36	2,790,136
New Jersey	86,258	281	8,899,339
New York	706,000	650	19,651,127
North Dakota	31,000	129	723,393
Ohio	409,283	530	11,570,808
Texas	589,072	1,021	26,448,193
Wisconsin	115,399	441	5,742,713

### Alliance Information (Part 2):

	Total number of licensed in-state financial institutions (FIs):	Total number of in-state FIs contracted with the state for FIDM:	a. Number of banks:	b. Number of credit unions:	c. Number of other financial institutions:	Current number of FIs using Method 1:	Current number of FIs using Method 2:	Number of delinquent obligor records for match:	Number of FIs utilizing electronic file transmission:	Number of FIs utilizing paper file:
Alaska	17	17	5	12	0	3	14	25,256	17	0
Arizona	67	62	22	44	1	9	53	131,623	62	0
California	755	755	200	377	15	135	62	500,000	755	0
Colorado	188	188	88	91	9	17	171	80,823	188	0
Idaho	64	62	13	41	1	13	49	29,794	62	0
Illinois	869	829	497	323	39	242	595	211,831	817	20
Indiana	295	282	102	172	25	112	170	133,508	282	0
Maine	89	89	21	61	7	0	89	25,498	88	1
Maryland	155	154	48	98	23	1	153	43,727	154	0
Michigan	411	403	114	285	10	51	352	210,922	400	3
Montana	115	113	60	56	3	49	66	18,000	115	0
Nebraska	258	258	194	69	8		258	43,042	258	0
Nevada	36	36	16	18	2	10	26	81,362	36	0

New Jersey	281	247	82	193	18	77	202	86,258	273	6
New York	650	525	133	386	29	258	267	706,000	519	6
North Dakota	129	129	84	38	2	45	84	31,000	127	2
Ohio	530	480	159	335	62	0	480	409,283	479	1
Texas	1021	1010	511	498	9	438	572	589,072	1004	6
Wisconsin	441	441	236	169	19	146	295	115,399	441	2

The information in columns a, b and c was obtained from <http://ibanknet.com> as of Oct 1, 2014. Some of the FI numbers may not match with the totals in column one (1) due to the differing dates the states reported their figures.

## Exhibit 2 – FIDM Alliance Call Center Specifications

- 2.3.1 The Contractor shall have live operators respond to inquiries from callers according to the following requirements.
  - 2.3.1.1 The Contractor shall operate the call center and answer calls on all Business Days from 8:00 a.m. to 5:00 p.m. local time for each Alliance state. The Alliance will provide the Contractor with a holiday calendar.
  - 2.3.1.2 Access to the operator-assisted call center must be provided at no cost to the caller.
  - 2.3.1.3 The Contractor must assure that a daily average call wait time, including wait time for abandoned calls, for callers in the Contractor queue waiting to speak with call center staff does not exceed one minute (60 seconds).
  - 2.3.1.4 The longest call wait time for any caller in the Contractor queue (including abandoned calls) is not to exceed three minutes (180 seconds).
  - 2.3.1.5 A monthly answer rate of at least 95% of the total calls received must be achieved.
  - 2.3.1.6 A monthly abandon rate not to exceed 5% of the total calls received must be achieved.
- 2.3.2 The Contractor shall not transfer to voice mail or automatically disconnect any call in the call center queue. The Contractor must answer any calls remaining in the queue at close of business.
- 2.3.3 In order to ensure quality customer service is achieved throughout each and every call, the Contractor shall not employ a business practice intended to limit talk time.
- 2.3.4 The Contractor shall maintain an adequate staffing level to include the flexibility to adjust staffing levels to accommodate changes in the average volume of calls. This volume will be based on quarterly operational projections provided by the Alliance states.

The Contractor's call center shall answer and return calls in accordance with Alliance state's procedures.

The Contractor must track and report statistics individually for each Alliance state such as number of calls and types of questions. Alliance states must be allowed to access the call center information and stats via a website. The reports must include: a statistical report identifying the number of calls received, number of calls answered, number of calls abandoned, average wait time, and the average talk time,; and a "Pilot Answered Call Profile" report or substantially similar report.

- 2.3.5 The Contractor's call center shall include standard PBX features and, at a minimum, the following features and functionalities:
  - 2.3.5.1 Full Automatic Call Distribution (ACD) functionality, including:
    - 2.3.5.2 Menu options for the caller.
    - 2.3.5.3 Ability to send calls to the longest idle agent.
    - 2.3.5.4 Ability for agent sign-on/sign-off.
    - 2.3.5.5 Skill based routing.
    - 2.3.5.6 Generate scheduled and on-demand reports to include timeframe intervals of: 15 minutes, 30 minutes, Hourly, Daily, Weekly, Monthly and Summary formats.
- 2.3.6 The Contractor shall retain and retrieve the historical traffic data for the duration of the Contract and make the data accessible to the Alliance state's as deemed necessary.

**Exhibit 3 – FIDM Citations**

<b>ALLIANCE STATE'S PRIMARY LAW CITES</b>		
1	Alaska	Sec 23.20.401; 25.25.010-25.25.100; 25.27.165-170; and 47.07.025
2	Arizona	ARS 25-523
3	California	CA Family Law Code Section 17453 & 17522.5
4	Colorado	CRS 26-13-128; 26-13-105
5	Idaho	Idaho Law Title 32, Chapter 16; 32-1601-1614
6	Illinois	ILCS 305 5/10-24 -5/10-25.5
7	Indiana	IC 31-25-4-13; 31-25-4-17; 31-16-15-0.5; 31-16-15-3.5; 31-16-15-19
8	Maine	32 M.R.S. sec.17; 19-A M.R.S. sec. 2357; 19-A M.R.S. sec. 2358
9	Maryland	Annotated Code of MD Family Law 10-108.2-10-108-4
10	Michigan	552.625 MCL
11	Montana	MCA 2013 40-5-924
12	Nebraska	NB Revised Statutes 43-3328 to 43-3339
13	Nevada	NRS 425 Section 460
14	New Jersey	NJSA 2A:17-56.53g(2) and 56.57d
15	New York	NY BL 4; IL 320; SSL 111-h(8), 111-o, 111-s, 111-t, 111-u; NY CRR 346.11
16	North Dakota	NDCC14-08.1-05; 28-21-05 - 28-21-08;28-21-10-28-21-18; 28-21-26; 28-22-02; 35-34-01 - 35-34-02; 35-34-05; 35-34-07 – 35-34-12; 50-09-01; 50-09-02.7; 50-09-08.2; 50-09-08.5; 50-09-14; 50-09-35-50-09-36
17	Ohio	ORC 3121.74 - .78
18	Texas	TFC 231.307; 157.311
19	Wisconsin	WL 49.854



**Exhibit 4 - Federal OCSE Security Agreement**  
SECURITY AGREEMENT

U.S. Department of Health and Human Services Administration of Children and Families Office of  
Child Support Enforcement

and

Michigan Office of Child Support

I. PURPOSE AND EFFECT OF THIS SECURITY AGREEMENT

The purpose of this security agreement is to specify the management, operational and technical security controls that the state agency administering the Child Support (CS) Program shall have in place to ensure the security of Federal Parent Locator Service (FPLS) information and CS confidential program information and the information systems that transmit, store and process FPLS information and CS confidential program information.

By signing this security agreement, the state CS agency agrees to comply with the applicable security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 USC 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS) and the federal Office of Child Support Enforcement (OCSE). The state CS agency also agrees to use FPLS information and CS confidential program information solely for the authorized purposes in accordance with the terms in this security agreement between the state CS agency and OCSE. The state CS agency requests submitted to the FPLS are made solely to locate a parent for the purpose of establishing paternity, securing child support, or where applicable, to locate a parent in a parental kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations. The information exchanged between state CS agencies and all other state program information may only be used for authorized purposes under federal law and regulations (see 45 Code of Federal Regulations (CFR) 303.21) and must be protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

In this security agreement (including the addendum), "state CS agency" means the single and separate state agency responsible and accountable for the operation of the child support program under title IV-D of the Social Security Act (see 45 CFR 302.12(a)) and required to operate child support data systems under 42 U.S.C. 454(3), (24), (26), (27), and (28) as a condition of federal funding, and its agents and designees, including all of the individuals and entities described in this agreement. "Information" and "data" means all forms of confidential information or data described in this agreement.

In this security agreement (including the addendum), "State CS Director or Designee" means the individual designated to administer the state CS program.

This security agreement is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information, and the information systems of the state CS agency, including, but not limited to, state employees and contractors working with FPLS information and CS confidential program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, and any other individual or entity collecting, storing, transmitting, or processing FPLS information and CS confidential program information.

Information originally transmitted from the FPLS to the state CS agency does not lose its character as FPLS information but remains FPLS information until its destruction; nor do the safeguarding requirements end when the information is transmitted to state CS agencies or other entities.

This security agreement is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File, and FCR are components of an automated national information system which locates employment, income, asset, and home address information on parents in child support cases for state CS agencies. The NDNH contains new hire, quarterly wage (QW), and unemployment insurance (UI) information on employees in both the public and private sector. The Debtor File contains personal information in identifiable form including names, Social Security numbers, arrearages, and other confidential information. The FCR collects and maintains records provided by state CS agency registries, which include abstracts of support orders and information from child support cases with name, Social Security number, state case identification number, state Federal Information Processing Standard (FIPS) code, county code, case type, sex, date of birth, mother's maiden name, father's name, participant type (custodial party, noncustodial parent, putative father, child), family violence indicator (domestic violence or child abuse), order indicator, locate request type, and requested locate source.

This security agreement is applicable to all CS confidential program information designated as confidential under federal law or regulation because the information relates to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref 45 Code of Federal Regulations (CFR) 303.21(a).

If the information system that stores, processes, and/or transmits the FPLS information and/or CS confidential program information is not under the direct management of the state CS agency, the state CS agency shall execute the attached security addendum to this security agreement. As an agent or designee of the CS agency, the organization that provides information system services to the state CS agency shall comply with all management, operational, and technical controls listed in this security agreement.

This security agreement may be updated to address changes in processes or technologies, as well as new or revised federal security requirements and guidelines. In such instances, OCSE shall

provide the state CS agency with written notification of such changes and require written assurance by the state CS agency that it shall comply with new or revised security requirements.

If OCSE determines that the security or privacy of FPLS information or any CS confidential program information is at risk, OCSE will work to support the state CS agency's efforts to provide

a written description of their corrective actions or develop a Plan of Action and Milestones (POA&M) to address vulnerabilities and correct deficiencies.

This agreement shall be effective on the later of the dates on which the authorized officials of the CS agency and the agency designated to provide information services to the CS agency sign the security agreement. This security agreement shall remain in effect for a period of five years.

## II. SECURITY AND PRIVACY SAFEGUARDING REQUIREMENTS

The state CS agency shall comply with the applicable provisions of the HHS-OC/0 Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States, dated August 2009 (Federal Certification Guide). The following requirements are drawn from these documents. The state CS agency was provided a copy of these documents October 2013.

The security requirements with which the state CS agency shall comply are presented in three categories: management, operational, and technical. The state CS agency shall also comply with four additional requirements: retention and disposition requirements; breach reporting and notification responsibility; security certification; and audit requirements.

### A. MANAGEMENT SECURITY CONTROLS

1. The state CS agency shall establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized personnel have access to FPLS information and CS program information.

Policy/Requirements Traceability: National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Rev 3, Recommended Security Controls for Federal Information Systems and Organizations, PL-4, PS-6, PS-8; 45 CFR 307.13(a) and (b); 45 CFR 95.621 (f); 45 CFR 307.10(b)(11); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

2. The state CS agency shall advise all authorized personnel who will access FPLS information and CS confidential program information of the confidentiality of the FPLS information and CS confidential program information, the safeguards required to protect the FPLS information and CS confidential program information, and the civil and criminal sanctions for non-compliance contained in the applicable federal and state laws.

Policy/Requirements Traceability: National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Rev 3, Recommended Security Controls/or Federal Information Systems and Organizations, PL-4, PS-6, PS-8; 42 U.S.C. 654 (26); 45 CFR 95.621(£); 45 CFR 307.10(b)(11); 45 CFR 307.11(b)(2)(iii); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

3. The state CS agency shall prohibit the use of non-state furnished equipment to access FPLS information and CS confidential program information without specific written authorization for use of the equipment from the appropriate state CS agency representatives.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, POES

4. The state CS agency shall require that personnel accessing FPLS information remotely, for example telecommuting, adhere to all the security and privacy safeguarding requirements provided in this security agreement. State and non-state furnished equipment shall have appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches. Prior to electronic connection to state CS agency systems, the state CS agency shall scan the state and non-state furnished equipment to ensure compliance with a set of standards developed by the state CS agency. All connections shall be through a Network Access Control solution and all data in transit between the remote location and the state CS agency shall be encrypted using Federal Information Processing Standards (FIPS) 140-2 encryption standards. Equipment that may be authorized includes mobile devices which meet the HHS standards related to such devices. See Sections II.A.3 and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, POES; OMB M-06-16, Protection of Sensitive Agency Information; OMB-M-07-16; NISI SP 800-53 Rev 3, AC-17, AC-20; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

The state CS agency shall require that personnel accessing CS confidential program information remotely, for example telecommuting, adhere to the applicable security and privacy safeguarding requirements provided in this security agreement. State and non-state furnished equipment shall have appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches. Prior to connection to state CS agency resources, the state CS agency shall use appropriate measures to ensure the state and non-state furnished equipment comply with a set of standards developed by the state CS agency. Equipment that may be authorized includes mobile devices which meet the state agency standards related to such devices. See Sections II.A.3 and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, POES; OMB M-06-16, Protection of Sensitive Agency Information; OMB-M-07-16; NIST SP 800-53 Rev 3, AC-17, AC-20; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

5. The state CS agency shall implement an effective continuous monitoring strategy and program to ensure the continued effectiveness of security controls by maintaining ongoing awareness of information security, vulnerabilities, and threats to the information system housing FPLS information and CS confidential program information.

Policy/Requirements Traceability: NIST SP 800-53 Rev 3, CA-7; NIST SP 800-

137, Information Security Continuous Monitoring/or Federal Information Systems and Organizations; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H3 and H4

6. The state CS agency system shall meet all requirements set forth in the Federal Certification Guide, Automated Systems for Child Support Enforcement: A Guide for State, Section H, "Security and Privacy."

Policy/Requirements Traceability: 45 CFR 302.85(a)(1); Federal Certification Guide, Chapter III, Section H, "Security and Privacy"

7. The state CS agency shall document and report to OCSE's Division of State and Tribal Systems (DSTS) any significant changes to the state CS agency's security procedures and provide copies of the appropriate updated security manual, disaster recovery plan, and risk analysis plan upon request.

Policy/Requirements Traceability: 45 CFR 95.621(f); 45 CFR 307.13; OCSE Action Transmittal (AT)-03-03; and Federal Certification Guide, Chapter III, Sections H1, H3, H4, and H5

8. The state CS agency security office shall conduct and/or participate in the biennial system security reviews of installations involved in the administration of the state CS agency program which, at a minimum, includes evaluations of physical and data security operating procedures and personnel practices, in accordance with 45 CFR Part 95.621(f). The state CS agency shall make biennial system security reviews available to DSTS, upon request.

Policy/Requirements Traceability: 45 CFR Part 95.621(f); and, OCSE Action Transmittal (AT)-03-03

## B. OPERATIONAL SECURITY CONTROLS

1. The state CS agency shall restrict access to, and disclosure of, the FPLS information to authorized personnel who need the FPLS information to perform their official duties in connection with the authorized purposes specified in the security agreement. The state CS agency requests submitted to the FPLS are made solely to locate a parent for the purpose of establishing parentage, or establishing, setting the amount of, modifying, or enforcing child support obligations, or where applicable, to locate a parent in a parental kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations. The information exchanged between state CS agencies shall be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

Policy/Requirements Traceability: Privacy Act 5 U.S.C. 552a (b)(1); 45 CFR 303.3(b)(6); 45 CFR 303.21; and, 45 CFR 307.13(a) and (b)

The state CS agency shall restrict access to, and disclosure of, the CS confidential program information to authorized personnel who need the CS confidential program information to perform their official duties in connection with the authorized purposes specified in the security agreement. The information exchanged between state CS agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

Policy/Requirements Traceability: 45 CFR 95.621(f)(2); CFR 303.21(a)(1); 45 CFR 307.13(a) and (b); and Federal Certification Guide, Chapter III, H2

2. The state CS agency shall label printed reports containing FPLS information and CS confidential program information to denote the level of sensitivity of the information and limitations on distribution. The state CS agency shall maintain printed reports in a locked container when not in use and never transport FPLS information and CS confidential program information off state CS agency premises unless required for a purpose approved by the state CS Director or designee. When no longer needed, in accordance with the retention and disposition requirements in section III of this security agreement, the state CS agency shall destroy printed reports by shredding or burning.

Policy/Requirements Traceability: HHS-OCJO Policy for Information Systems Security and Privacy (IS2P) Handbook, MP, MS; NIST SP 800-53 Rev 3, MP-3, MP-4, MP-5, MP-6; and 45 CFR 307.13(a) and (b)

3. The state CS agency shall deliver security and privacy awareness training for authorized personnel. The training shall include information about the responsibility of such personnel for proper use and protection of FPLS information and CS confidential program information, recognizing and reporting potential indicators of insider threat, and the possible federal and state sanctions for misuse. All personnel shall receive security and privacy awareness training prior to accessing FPLS information and CS confidential program information and at least annually thereafter. Such training shall address the federal Privacy Act and other federal and state laws governing use and misuse of FPLS information and CS confidential program information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, AT; FISMA; OMB Circular A-130; OMB M-07-16; NIST SP 800-53 Rev 3, AT-2, AT-3; 42 U.S.C. 654a(d); 45 CFR 307.13(c) and (d); and Federal Certification Guide, Chapter III, H2

4. The state CS agency personnel with authorized access to the FPLS information and CS confidential program information shall sign (either in handwritten or electronic form) non-disclosure agreements, rules of behavior, or equivalent documents. The non-disclosure agreement, rules of behavior, or equivalent documents shall outline the authorized purposes for which the FPLS information and CS confidential program information may be used by the state CS agency and the federal and state civil and criminal penalties for unauthorized use.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, USE; OMB Circular A130, Appendix III; OMB M-07-16; NIST SP 800-53 Rev 3, PS-6; 42 U.S.C. 654a(d); 45 CFR 307.13(d); and Federal Certification Guide, Chapter III, H2

5. The state CS agency shall maintain records of authorized personnel with access to the FPLS information and CS confidential program information. The records shall contain a copy of each individual's signed non-disclosure agreement, rules of behavior or equivalent document, and proof of the individual's participation in security and privacy awareness training. The state CS agency shall make such records available to OCSE within two working days of a request for such records.

Policy/Requirements Traceability: NIST SP 800-53 Rev 3, AT-4

6. The state CS agency shall have appropriate procedures in place to report security or privacy incidents (unauthorized disclosure or use involving personal information), or suspected incidents involving FPLS information. Immediately upon discovery, but in no case later than one hour after discovery of the incident, the state CS Director or designee shall notify the FPLS Information Systems Security Officer (ISSO) designated on this security agreement of suspected or confirmed incidents. The requirement for the state CS Director or designee to report suspected or confirmed incidents involving FPLS information to OCSE exists in addition to, not in lieu of, any state CS agency requirements to report to any other reporting agencies. The state CS Director or designee is responsible for ensuring appropriate measures are in place at the data center storing, transmitting, or processing FPLS information and to report suspected or confirmed incidents of such information to the state CS Director or designee.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, IR; OMB Circular A130, Appendix III; OMB M-07-16; NIST SP 800-53 Rev 3, IR-6; and Federal Certification Guide, Chapter fii, H2

The state CS agency shall have appropriate procedures in place to report security or privacy incidents (unauthorized disclosure or use involving personal information), or suspected incidents involving CS confidential program information. Immediately upon discovery, but in no case later than one hour after discovery of the incident, the state CS Director or designee shall notify the FPLS Information Systems Security Officer (ISSO) designated on this security agreement of suspected or confirmed incidents involving 1) an unauthorized individual who obtains access, either physical or virtual, to the information systems of the state CS agency, or 2) the unauthorized disclosure or use of personal information pertaining to multiple individuals. For privacy incidents arising out of the ordinary course of business involving the unauthorized disclosure or use of CS confidential program information pertaining to one individual, the state CS director or designee must ensure prompt and adequate investigation and mitigation of the incident. The requirement for the state CS Director or designee to report suspected or confirmed incidents involving CS confidential program information to OCSE exists in addition to, and not in lieu of, any state CS agency requirements to report to any other reporting agencies. The state CS Director or designee is responsible for ensuring appropriate measures are in place at the data center storing, transmitting, or processing CS confidential program information and to report suspected or confirmed incidents of such information to the state CS Director or designee.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, IR; OMB Circular A130, Appendix III; OMB M-07-16; NIST SP 800-53 Rev 3, IR-6; and Federal Certification Guide, Chapter III, H2

7. The state CS agency shall maintain a list of personnel authorized to access facilities and systems processing sensitive data, including FPLS information and CS confidential program information. The state CS agency shall control access to facilities and systems wherever sensitive

information is processed. Designated officials shall review and approve the access list and authorization credentials initially, and periodically thereafter, but no less often than annually.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, PE; NIST SP 800-53 Rev 3, AC-2, PE-2; 45 CFR 95.621(f); 45 CFR 307.13(b); and Federal Certification Guide, Chapter III, H2

8. The state CS agency shall use locks and other protective measures at all physical access points (including designated entry/exit points) to prevent unauthorized access to computer and support areas containing FPLS information and CS confidential program information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, PE;

NIST SP 800-53 Rev 3, PE-3; 45 CFR 95.621(£); and Federal Certification Guide, Chapter III, H2

9. The state CS agency shall store all FPLS information and CS confidential program information provided pursuant to this security agreement in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

Policy/Requirements Traceability: HHS-OC/0 Policy for IS2P Handbook, PE; NIST SP 800-53 Rev 3, PE-2, PE-3; 45 CFR 95.621(£); and Federal Certification Guide, Chapter III, H2

10. The state CS agency shall prohibit FPLS information from being copied to, and stored on, digital media unless encrypted at the disk or device level, using a FIPS 140-2 compliant product. See Sections II.A.3 and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, NCRTP; OMB M-07-16; FIPS 140-2, Security Requirements for Cryptographic Modules; 45 CFR 95.621(£); and Federal Certification Guide, Chapter III, H2

The state CS agency shall ensure that appropriate measures developed by the state CS agency are in place to protect CS confidential program information that is copied to, and stored on, digital media.

Policy/Requirements Traceability: HHS OC/0 Policy for IS2P Handbook, NCRTP; OMB M-07-16; FIPS 140-2, Security Requirements for Cryptographic Modules; 45 CFR 95.621(£); and Federal Certification Guide, Chapter III, H2

## C. TECHNICAL SECURITY CONTROLS

1. The state CS agency shall utilize and maintain technological (logical) access controls that limit access to FPLS information and CS confidential program information to only those personnel who are authorized for such access based on their official duties and identified in the records maintained by the state CS agency pursuant to Section II.B.5. and II.B.7 of this security agreement.

Policy/Requirements Traceability: HHS OC/0 Policy for IS2P Handbook, AC; NIST SP 800-53 Rev 3, AC-2; U.S.C. 654a(d); 45 CFR 95.621(£); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

2. The state CS agency shall prevent browsing with technical controls that limit access to FPLS information and CS confidential program information to assigned cases and areas of responsibility or equivalent compensatory controls approved in writing by OCSE.

Policy/Requirements Traceability: NIST SP 800-53 Rev 3, AC-3; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

3. The state CS agency shall transmit and store all FPLS information provided pursuant to this security agreement in a manner that safeguards the information and prohibits unauthorized access. The state CS agency and OCSE shall exchange CS confidential program information via a mutually approved and secure data transfer method which utilizes FIPS 140-2 encryption standards.

Policy/Requirements Traceability: HHS OCJO Policy for JS2P Handbook, MP; OMB M-06-16; OMB M-07-16; FIPS 140-2; NIST SP 800-53 Rev 3, MP-4, SC-8, SC-9, SC-33; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

The state CS agency shall transmit and store all CS confidential program information pursuant to this security agreement in a manner that safeguards the information and prohibits unauthorized access. The state CS agency shall use appropriate measures developed by the state CS agency when exchanging CS confidential program information among other state CS agencies.

Policy/Requirements Traceability: HHS OCJO Policy for JS2P Handbook, MP; OMB M-06-16; OMB M-07-16; PIPS 140-2; NIST SP 800-53 Rev 3, MP-4, SC-8, SC-9, SC-33; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

4. Except as described in Sections II.A.4 and II.C.10 or elsewhere in this agreement, the state CS agency shall prohibit the use of digital media and computing and communications devices resident in commercial or public facilities such as hotels, convention centers, and airports from transmitting and/or storing FPLS information and CS confidential program information.

Policy/Requirements Traceability: HHS OCJO Policy for JS2P Handbook, POES; NIST SP 800-53 Rev 3, AC-19, CM-8; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

5. The state CS agency shall prohibit remote access to FPLS information, except through the use of a secure and encrypted (PIPS 140-2 compliant) transmission link and using two-factor authentication, as required by the federal Office of Management and Budget Memorandum 06-16 (OMB M-06-16). The state CS agency shall control remote access through a limited number of managed access control points. If the state CS agency cannot provide two-factor authentication, the state CS agency shall submit to OCSE a written description of compensating controls, subject to written approval by OCSE prior to allowing remote access.

Policy/Requirements Traceability: HHS OCJO Policy for JS2P Handbook, RMT,

IA; OMB M-06-16; OMB M-07-16; PIPS 140-2; NIST SP 800-53 Rev 3, AC-17, IA-2, SC-8, SC-9

The state CS agency shall prohibit remote access to CS confidential program information, except through the use of appropriate measures developed by the state CS agency. The state CS agency shall control remote access through a limited number of managed access control points.

Policy/Requirements Traceability: HHS OCJO Policy for IS2P Handbook, RMT, IA; OMB M-06-16; OMB M-07-16; FIPS 140-2; NIST SP 800-53 Rev 3, AC-17, IA-2, SC-8, SC-9; 45 CFR 95.621(£); 45 CFR 307.13; and Federal Certification Guide, Chapter III, H2

6. The state CS agency shall utilize a time-out function for remote access and mobile devices that require a user to re-authenticate after no more than 30 minutes of inactivity. See Sections II.A.3, II.A.4, and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, RMT; OMB M-06-16; OMB M-07-16; and Federal Certification Guide, Chapter III, H2

7. The state CS agency shall maintain a fully automated audit trail system with audit records for FPLS information that, at a minimum, collect data associated with each query transaction to its initiator, capture date and time of system events, and types of events. The audit trail system shall protect data and the audit tool from addition, modification, and/or deletion and should be regularly reviewed/analyzed for indications of inappropriate or unusual activity. The state agency shall retain the audit logs for a period of five years to support security incident investigations.

Policy/Requirements Traceability: HHS OCJO Policy for IS2P Handbook, AU; NIST SP 800-53 Rev 3, AU-2, AU-3, AU-6, AU-8, AU-9, AU-11; and Federal Certification Guide, Chapter III, Sections H2 and H3

The state CS agency shall maintain a fully automated audit trail system with audit records for CS confidential program information that complies with provisions of the Federal Certification Guide, Automated Systems for Child Support Enforcement: A Guide for States, dated August 2009. The state agency shall retain the audit logs for a period of five years to support security incident investigations.

Policy/Requirements Traceability: 42 U.S.C. 654a(d)(3); 45 CFR 95.621(£); 45 CFR 307.13(b); and Federal Certification Guide, Chapter III, Sections H2, H3 and H4

8. The state CS agency shall log each computer readable data extract (secondary store or file with duplicate CS confidential program information) from any databases holding FPLS information and verify that each extract has been erased within 90 days after completing required use. If use of the extract is still required to accomplish a purpose

authorized pursuant to this security agreement and complies with the retention and disposition requirements in Section III of this security agreement, the state CS agency shall request permission, in writing, to keep the extract for a defined period of time, subject to OCSE's written approval.

Policy/Requirements Traceability: OMB M-06-16; OMB M-07-16

The state CS agency shall use appropriate measures developed by the state CS agency to log each computer readable data extract (secondary store or file with duplicate CS program information) from any databases holding CS confidential program information and verify that each extract has been erased after completing required use.

Policy/Requirements Traceability: OMB M-06-16; OMB M-07-16; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, Sections H2, H3 and H4

9. The state CS agency shall erase electronic records after completing authorized use in accordance with the retention and disposition requirements in section III of this security agreement.

Policy/Requirements Traceability: Privacy Act 5 U.S.C. 552a; 45 CFR 95.621(f); 45 CFR 307.13; and Federal Certification Guide, Chapter III, Sections H2, H3 and H4

10. The state CS agency shall implement a Network Access Control (NAC) (also known as Network Admission Control) solution in conjunction with a virtual private network (VPN) option to enforce security policy compliance on all state and non-state devices that attempt to gain access to or use FPLS information. The state CS agency shall use a NAC solution to authenticate, authorize, evaluate, and remediate wired, wireless, and remote users before they can access the network. The NAC solution chosen or employed shall be capable of evaluating whether remote machines are compliant with security policies through host(s) Integrity tests against predefined templates, such as patch level, service packs, antivirus, and personal firewall status, as well as custom-created checks tailored for the state enterprise environment. In addition, functionality that allows automatic execution of code shall be disabled. The solution shall enforce security policies by blocking, isolating, or quarantining non-compliant devices from accessing the state network and resources while maintaining an audit record/report on users' access and presence on the state network. See Sections II.A.3 and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, S- RMT.1; NIST SP 800-53 Rev 3, AC-17, AC-20, IA-2, IA-3; and Federal Certification Guide, Chapter III, Sections H2, H3 and H4

The state CS agency shall implement appropriate measures developed by the state CS agency to enforce security policy compliance (such as patch level, service packs, antivirus, and personal firewall status, as well as custom-created checks tailored for the state enterprise environment) on all state and non-state devices that attempt to gain remote access to or use CS confidential program information. In addition, functionality that allows automatic execution of code shall be disabled. The solution shall enforce security policies by blocking, isolating, or quarantining non-compliant devices from accessing the state network and resources while maintaining an audit record/report on users' access and presence on the state network. See Section II.A.3 and II.C.4 of this security agreement for additional information.

Policy/Requirements Traceability: HHS OCIO Policy for IS2P Handbook, S- RMT.1; NIST SP 800-53 Rev 3, AC-17, AC-20, IA-2, IA-3; 45 CFR 95.621(f); 45

### III. RETENTION AND DISPOSITION REQUIREMENTS

The state CS agency shall erase FPLS information and CS confidential program information when data is no longer required for authorized purposes. FPLS information and CS confidential program information in an individual's case file should be safeguarded per the security requirements of this security agreement. FPLS information and CS confidential program information that is made part of an individual's case file may be retained in the individual's case file based on state CS agency's rules and procedures for case file retention.

### IV. BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

Upon disclosure of FPLS information from OCSE or disclosure of CS confidential program information from another state or tribe to the state CS agency, the state CS agency is the responsible party in the event of a breach or suspected breach of the information.

Except as otherwise provided in Section II.B.6, if the state CS agency knows or suspects FPLS or CS confidential program information has been breached, in either electronic or physical form, the state CS agency:

1. Alerts the FPLS ISSO designated on this security agreement immediately upon discovery, but in no case later than one hour after discovery of the incident
2. Follows the state CS agency procedures for responding to a data breach
3. Reports the results of the investigation, mitigation, and resolution to the FPLS TSSO

The state CS Director or designee is responsible for all reporting, notification, and mitigation activities as well as the associated costs. Reporting, notification, and mitigation activities include but are not limited to: investigating the incident; communicating with required state government breach response officials; notifying individuals whose information is breached; communicating with any third parties, including the media, as necessary; notifying any other public and private sector agencies involved; responding to inquiries about the breach; resolving

all issues surrounding the breach of FPLS information and CS confidential program information; performing any necessary follow-up activities to correct the vulnerability that allowed the breach; and any other activities, as required by OCSE.

The state CS Director or designee is responsible for ensuring appropriate measures are in place at the data center storing, transmitting, or processing FPLS information and CS confidential program information to report confirmed or suspected incidents of such information to the state CS Director or designee.

### V. SECURITY CERTIFICATION

## A. Annual Certification Statement

The state CS agency shall certify annually that it continues to comply with the terms and requirements in this security agreement by submitting a Certification Statement to OCSE each year by April 30.

## B. Independent Security Assessment

Every five years, the state CS agency shall arrange for an independent security assessment to be conducted on the business processes involving FPLS information and CS confidential program information and the computer systems storing and processing FPLS information and CS confidential program information. The independent security assessment must have been conducted by an unbiased, outside entity and must include information on the management, operational, and technical security controls defined within this security agreement. The independent security assessment must also include detailed findings (if any) and recommendations to improve the state CS agency's plans, procedures, and practices. The state CS agency shall make such a report available to OCSE upon request.

The following assessments are acceptable:

- Internal Revenue Service Safeguard Review Report
- Social Security Administration Independent Validation and Verification
- A review conducted by an independent state auditing agency such as the State Office of the Inspector General
- A review conducted by an independent auditing firm hired by the state agency

The results of these independent security assessments must be incorporated into the state CS agency's respective reporting in the state's Biennial Security Review Report as required by federal regulations at 45 CFR 95.621. If major organizational, system framework, hardware, and operating software changes have taken place since the previous independent security assessment, a new independent security assessment must be conducted within six (6) months of the change. The state CS agency shall make such

reports available to OCSE, upon request.

Policy/Requirements Traceability: OMB M-11-33; OMB Circular No. A130, Appendix III; 45 CFR 95.621(£)(3) and (6); and 45 CFR 305.60

## VI. AUDIT REQUIREMENTS

OCSE's Divisions of Federal Systems and State and Tribal Systems, and Office of Audit, reserve the right to audit the state CS agency or make other provisions to ensure that the state CS agency is maintaining adequate safeguards to protect the FPLS information and CS confidential program information. Audits ensure that the security policies, practices, and procedures required by

OCSE are in place and to assess the completeness, authenticity, reliability, accuracy, and security of information and the systems used to process the data within the state CS agency.

Policy/Requirements Traceability: OMB M-11-33; OMB Circular No. A130, Appendix III; 45 CFR 95.621(a)(b) and (c); and, 45 CFR 305.60.

## SECURITY ADDENDUM

State Agency Administering the Child Support Program and  
[Organization Providing Information Technology Services]

### PURPOSE AND EFFECT OF THIS SECURITY ADDENDUM

The purpose of this security addendum is to affirm that any organization operating an information system that houses, processes, or transmits Federal Parent Locator Service (FPLS) information and child support (CS) program information on behalf of the state CS agency shall comply with all management, operational, and technical controls listed in the security agreement.

This security addendum is applicable to all CS confidential program information, which means confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref 45 Code of Federal Regulations (CFR) 303.21(a)

This security addendum is also applicable to FPLS information, which consists of the National Directory of New Hire (NDNH), Debtor File, Federal Case Registry (FCR) and all associated applications and resources. The NDNH, Debtor File, and FCR are components of an automated national information system which locates employment, income, asset, and home address information on parents in child support cases for state CS agencies. The NDNH contains new hire, quarterly wage (QW), and unemployment insurance (UI) information on employees in both the public and private sector. The Debtor File contains personal information in identifiable form including names, Social Security numbers, wages, and other private data. The FCR collects and maintains records provided by state CS registries, which include abstracts of support orders and information from child support cases with name, Social Security number, state case identification number, state Federal Information Processing Standard (FIPS) code, county code, case type, sex, date of birth, mother's maiden name, father's name, participant type (custodial party, noncustodial parent, putative father, child), family violence indicator (domestic violence or child abuse), order indicator, locate request type, and requested locate source.

Organizations to which this addendum applies include contractors of the state CS agency or other internal or external organizations working on behalf of the state CS agency.

By signing this security addendum, the state CS agency agrees to ensure that the organization providing information system services complies with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), the U.S. Department of Health and Human Services (HHS), 42 United

States Code (U.S.C.) 654(26), 42 U.S.C. 654a(d)(1)-(5) and the federal Office of Child Support Enforcement.

The organization providing information system services also agrees to protect FPLS information and CS program information against unauthorized access and to protect the privacy rights of individuals whose information is stored and processed within the information system supporting the CS program.

## BREACH REPORTING AND NOTIFICATION RESPONSIBILITY

Except as otherwise provided in Section II.B.6 of the Security agreement, in the case of a confirmed or suspected data breach involving FPLS information and/or CS program information, the organization providing information system services agrees to report the breach immediately upon discovery, but in no case later than one hour after discovery of the incident, to the state CS Director or designee designated on this security addendum. See Security Agreement, Section IV for additional information.

## INFORMATION SEGREGATION REQUIREMENTS

The organization providing information system services shall protect the FPLS information and state CS confidential program information and segregate it from the provider's infrastructure to ensure that only authorized personnel have access to the FPLS information and state CS program information.

## AUDIT REQUIREMENTS

OCSE's Divisions of Federal Systems, State and Tribal Systems, and Office of Audit reserve the right to audit the state CS agency and any organization providing information system services to the state CS agency or make other provisions to ensure that the state CS agency is maintaining adequate safeguards to protect the FPLS information and CS program information. Audits ensure that the security policies, practices, and procedures required by OCSE are in place and to assess the completeness, authenticity, reliability, accuracy, and security of information and the systems used to process the data within the state CS agency and any organization providing information system services to the state CS agency.

Policy/Requirements Traceability: OMB M-11-33; OMB Circular No. A130, Appendix III; 45 CFR 95.621(a)(b) and (c); and 45 CFR 305.60

**Exhibit 5 – Preliminary EASA**

Exhibit A Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (vendor version)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>1</b>	<b>Server/Application Hosting</b>	<b>Comments</b>
✓	Internally Hosted	
	Externally Hosted	
	Internally & Externally Hosted	
<b>2</b>	<b>User Interface Type</b>	<b>Comments (e.g. version or release)</b>
✓	Browser	
	Citrix	
✓	Client	
	Mobile Browser	Our websites can be accessed via mobile browser with the appropriate security established.
	Mobile Client	
	Terminal	
	Other (explain =>)	
<b>3</b>	<b>Supported Browsers (internet)</b>	<b>Comments</b>
✓	IE 6.0+ (internet, intranet)	
✓	Firefox 3.0.x (internet)	
✓	Chrome 3.0 (internet)	
✓	Safari 4.x (internet)	
	Other (explain =>)	
<b>4</b>	<b>Data Exchange Interface</b>	<b>Comments (e.g. version or release)</b>
	EDI (industry protocol)	
✓	Flat File (private protocol)	Federal and State Standardized File Formats
✓	Web Service	
✓	XML	
	Other (explain =>)	
<b>5</b>	<b>System Access</b>	<b>Comments</b>
	Internal (SOM only)	We don't allow any unauthorized external access to our physical systems and infrastructure. Access to our applications is permitted via authorized credentials (excludes public website).
	External (general public)	
	External (authorized)	
	Mixed (internal-external)	
<b>6</b>	<b>User Access</b>	<b>Comments</b>
✓	Internet	Via secure credentials
	Intranet	
	Local Government (LGNet)	
✓	Public facing internet	Public website – contains no secure data
	Kiosk terminal	
	Vendor Net	
✓	VPN	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>7</b>	<b>Data Classification</b>	<b>Comments</b>
	Non-sensitive	
✓	Sensitive w/ personal ID info	All data is treated as personal and handled according to appropriate state and federal requirements
	Sensitive w/ no personal ID info	
	Not classified	
	Other (explain =>)	
<b>8</b>	<b>PCI-DSS Compliance Needed?</b>	<b>Comments</b>
	Yes	
✓	No	
<b>9</b>	<b>Data Audit Trail Implementation</b>	<b>Comments</b>
✓	Application Code	
✓	Database Audit Files	
✓	Database Triggers	
✓	Stored Procedures	
	Other (explain =>)	
<b>10</b>	<b>IT Services (Centers of Excellence)</b>	<b>Comments</b>
✓	x86 Virtualization	
✓	Address Verification	
✓	Business Objects Reporting	
✓	Digital Electronic Gateway (DEG)	
✓	Extract Transform Load (ETL)	
	Citrix Virtualization	
<b>11</b>	<b>Enterprise Data Storage</b>	<b>Comments</b>
	<10GB (small)	
	10GB-500GB (medium)	
✓	500GB - 4TB (large)	
✓	>4TB (x-large)	
<b>12</b>	<b>Database (RDBMS)</b>	<b>Comments</b>
✓	MS SQL Server 2008	MS SQL Server 2005 & MS SQL Server 2012
	MySQL 5.1	
	Oracle 11g	
	TeraData TD 13.0	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>13</b>	<b>Database Modeling Tools</b>	<b>Comments</b>
✓	Erwin 7.x, 8x	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Designer (match db)	
	TeraData Utilities (match db)	
✓	Other (explain =>)	Microsoft Visio
<b>14</b>	<b>Development Framework</b>	<b>Comments</b>
✓	.NET Framework 3.5, 4.0	
	Java J2EE 5.x, 6x	
	Other (explain =>)	
<b>15</b>	<b>Development Platform</b>	<b>Comments</b>
	Eclipse 3.x, 4.x	
	Hibernate 3.x	
	IBM Websphere Integration Dev 6.x, 7.x	
	Microsoft SilverLight Expression (match VS)	
✓	Microsoft Team Foundation System 2010	Implementing TFS in 2015
✓	Microsoft Visual Studio 2008, 2010	
	Oracle JDeveloper 11g	
	Spring 2.5	
	Struts 2.x	
	XML Spy 2010	
	Other (explain =>)	
<b>16</b>	<b>Development Language</b>	<b>Comments</b>
✓	ASP .NET 2008, 2010	
✓	CSS Level 3	
✓	Microsoft C#	
	Microsoft VB.Net	
	Java	
✓	JavaScript	
	JDK 6.x, 7x	
✓	PHP 5.3.x	
✓	Other (explain =>)	SSIS, Perl, PowerShell, Python
(continued)		

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>17</b>	<b>Markup languages</b>	<b>Comments</b>
✓	HTML 4 & 5	
✓	XML Schema 1.1	
	XSLT 2.0	
✓	XHTML 2.0	
<b>18</b>	<b>Presentation (Web) Server</b>	<b>Comments</b>
	Apache HTTPD 2.x	
	IBM Websphere IHS (match app svr)	
✓	Microsoft IIS 7.0	Microsoft IIS 8
	Other (explain =>)	
<b>19</b>	<b>Application Server</b>	<b>Comments</b>
✓	.NET Framework 3.5, 4.0	
	Apache Tomcat 7.x	
	IBM WebSphere 7.0, 8.0	
	JBoss 5.x, 6	
	Other (Explain)	
<b>20</b>	<b>HW Platform</b>	<b>Comments</b>
✓	Dell	
✓	HP	
	Sun	
	Unisys Mainframe	
✓	x86 Virtualization	
✓	Other (explain =>)	EMC, Cisco
<b>21</b>	<b>Server OS</b>	<b>Comments</b>
	Linux Redhat Enterprise Server 5.x, 6.x	
	Linux SUSE Enterprise 11.x	
✓	Microsoft Windows 2008	Microsoft Windows 2012
	Unix HPUX 11i v3	
	Unix Sun Solaris 10.x, 11.x	
✓	VMWare vSphere 4, 5, VCD	
✓	Other (explain =>)	Ubuntu

(continued)

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>22</b>	<b>Document Management</b>	<b>Comments</b>
	Captaris Alchemy 8.3	
	FileNet Content Services 5.4	
	FileNet Document Mgmt P8	
	HP Trim	
✓	MS SharePoint Server 2007 EE	
	Other (explain =>)	
<b>23</b>	<b>Centralized Printing</b>	<b>Comments</b>
✓	DMB consolidated print center	
	Other (explain =>)	
<b>24</b>	<b>Testing Tools</b>	<b>Comments</b>
	JUnit 4.x	
	LoadRunner 11.x	
✓	Microsoft Team Foundation System	Implementing TFS
	Quick Test Pro 11.x	
	Selenium 1.x, 2.x	
✓	Other (explain =>)	Microsoft Visual Studio
<b>25</b>	<b>Identity Management (network)</b>	<b>Comments</b>
✓	Active Directory 2008	Active Directory 2003 – Planning to upgrade to AD 2012 in 2015
	Other (explain =>)	
<b>26</b>	<b>Identity Management (application)</b>	<b>Comments</b>
	IBM Tivoli SSO (TIM-TAM)	
✓	Microsoft Active Directory 2008	Active Directory 2003 – Planning to upgrade to AD 2012 in 2015
	Other (explain =>)	
<b>27</b>	<b>Project Management</b>	<b>Comments</b>
	Clarity 12.x	
✓	MS Project 2007, 2010	
	Rational	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>28</b>	<b>Requirements Gathering</b>	<b>Comments</b>
	Compuware Optimal Trace 5.x	
✓	Microsoft Office	
✓	Microsoft Visio	
	SUITE/SEM templates	
	Rational Requisite	
	Serena Dimensions 2009 R1.x, 11.2	
	Other (explain =>)	
<b>29</b>	<b>Design Tools</b>	<b>Comments</b>
✓	Microsoft Visio	
✓	MSSQL Server Mgmt Studio (match db)	
	Rational Rose	
	Serena Prototype Composer 2009, 2010	
✓	Other (explain =>)	Microsoft Visual Studio
<b>30</b>	<b>Version Control</b>	<b>Comments</b>
✓	Microsoft Team Foundation System	Implementing TFS in 2015
	Serena Dimensions (PVCS Mgr) 2009, 12.1	
	Subversion 1.6	
✓	Other (explain =>)	Microsoft Visual SourceSafe
<b>31</b>	<b>Message Queuing</b>	<b>Comments</b>
	Apache Active MQ 5.3	
	IBM Websphere MQ 6.x, 7.x	
✓	Other (explain =>)	Windows Communications Foundation
<b>32</b>	<b>Business Integration</b>	<b>Comments</b>
	JBoss SOA	
	Websphere Message Broker 6.x, 7.x	
✓	Other (explain =>)	Windows Communications Foundation, Web Services

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Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>33</b>	<b>Database Tools</b>	<b>Comments</b>
	DBArtisan 8.6, 8.7	
	Infosphere Information Svr v8.1.x	
✓	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Developer Suite (match db)	
	Oracle Enterprise Manager (match db)	
	Oracle SQL Developer (match db)	
	Rapid SQL 7.6 & 7.7	
	TeraData Utilities (match db)	
	Toad 9.x & 10.x	
	Other (explain =>)	
<b>34</b>	<b>Reporting Tools</b>	<b>Comments</b>
	ActivePDF 2009	
	ActiveReports 4.0	
	Birt 3.7	
✓	Crystal Reports 2008	Crystal Reports IX
	Crystal Xcelsius 2008	
	Crystal Reports for Eclipse	
	MSSQL Reporting Services (match db)	
	Oracle Reports (match db)	
✓	Other (explain =>)	.NET Custom Reporting Engine
<b>35</b>	<b>End-User Tools</b>	<b>Comments</b>
✓	Business Objects (BO) XI R2, 3.x, 4.x	
	Oracle Discoverer (match db)	
	Other (explain =>)	
<b>36</b>	<b>Deployment Tools</b>	<b>Comments</b>
✓	Microsoft Team Foundation System 2008	Implementing TFS in 2015
	Serena Dimen.CM Mover 2009, 2.3, 12.1	
✓	Other (explain =>)	Microsoft Visual Studio

(continued)

Select all that apply ✓ (vendor complete)	<b>Enterprise Architecture Solution Assessment</b>	
	<b>Architecture Overview (continued)</b>	
	<i>Vendor: the technologies listed below are standards used by the State of Michigan. Utilization of existing technology for new solutions is encouraged. Check the left column if the technology can be used with the solution being proposed. Add comments as needed.</i>	
<b>37</b>	<b>Build Tools</b>	<b>Comments</b>
	Apache Ant 1.7.x, 1.8.x	
	Apache Maven 2.2, 3.0	
✓	Microsoft Team Foundation System	
	Serena Dimensions CM Builder 2009 R1.x	
✓	Other (explain =>)	Microsoft Visual Studio
<b>38</b>	<b>Job Schedulers</b>	<b>Comments</b>
	BL/Sched 5.0, 5.2	
	OpCon XPS 4.x, 5.x	
	Tidal Enterprise Scheduler 5.3.1 & 6.x	
	UC4 App Mgr 8.0	
	UC4 Op Mgr 6.0 & 8.0	
✓	Other (explain =>)	SQL Server Custom Scheduler
<b>39</b>	<b>GIS Technologies</b>	<b>Comments</b>
	ArcIMS 9.3	
	ArcGIS Server 9.3	
	ArcSDE 9.3	
	Erdas ADE Rel. 2	
	ER Mapper Image Server 7.2	
	Oracle Spatial (match db)	
	Oracle MapView (match db)	
	Other (explain =>)	
<b>40</b>	<b>Issue &amp; Defect Tracking</b>	<b>Comments</b>
✓	Bugzilla 3.2.5 & 3.4.2	
	BugTracker .Net 3.5	
	Clear Quest Chg Mgmt Suite 7.5	
✓	Microsoft Team Foundation System	
	Serena Mashup Composer 2009 R1.x	
✓	Other (describe =>)	OTRS



	Total number of licensed in-state financial institutions (FIs):	Total number of in-state FIs contracted with the state for FIDM:	a. Number of banks:	b. Number of credit unions:	c. Number of other financial institutions:	Current number of FIs using Method 1:	Current number of FIs using Method 2:	Number of delinquent obligor records for match:	Number of FIs utilizing electronic file transmission:	Number of FIs utilizing paper file:
Alaska	17	17	5	12	0	3	14	25,256	17	0
Arizona	67	62	22	44	1	9	53	131,623	62	0
California	775	775	200	377	15	135	620	500,000	755	0
Colorado	188	188	88	91	9	17	171	80,823	188	0
Idaho	64	62	13	41	1	13	49	29,794	62	0
Illinois	869	829	497	323	39	242	595	211,831	817	20
Indiana	295	282	102	172	25	112	170	133,508	282	0
Maine	89	89	21	61	7	0	89	25,498	88	1
Maryland	155	154	48	98	23	1	153	43,727	154	0
Michigan	411	403	114	285	10	51	352	210,922	400	3
Montana	115	113	60	56	3	49	66	18,000	115	0
Nebraska	258	258	194	69	8		258	43,042	258	0
Nevada	36	36	16	18	2	10	26	81,362	36	0
New Jersey	281	247	82	193	18	77	202	86,258	273	6
New York	650	525	133	386	29	258	267	706,000	519	6
North Dakota	129	129	84	38	2	45	84	31,000	127	2
Ohio	530	480	159	335	62	0	480	409,283	479	1
Texas	1021	1010	511	498	9	438	572	589,072	1004	6
Wisconsin	441	441	236	169	19	146	295	115,399	441	2

# Alaska

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Alaska.

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: Jan 11 2011



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ____ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)						

1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	N/A		The contractor shall bill the state for all design, production and reproduction at actual cost. No “mark up”.  (for state budget purposes only)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$_____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$_____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00

**TASK TOTAL** **\$21,035.00**

	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	3	\$ 21.16	\$_____ per FI X ___ Method 1 FI's X 20 quarters =	\$1,269.60
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	14	\$ 23.92	\$_____ per FI X ___ Method 2 FI's X 20 quarters =	\$6,697.60
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$_____ per hourly rate X ___ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	N/A	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 35.88	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00

3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	\$1,050.00
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL**      **\$9,017.20**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	N/A		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL**      **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____ yearly fee X 5 years =	\$6,125.00

						TASK TOTAL	\$6,125.00
TASK 6. Project Management, Invoicing and Transition		FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	PRICE
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$ _____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	N/A		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$ _____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
						TASK TOTAL	\$15,556.00

TASK 7. Central Enforcement/Customer Service (Optional by state)		FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet: _____ / sent X _____ / document packets per quarter X 20 quarters =	\$0.00

	seperately with no markup)					_____ (total estimated cost 5 year)	
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet: _____/ sent via certified mail X _____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$ _____ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00

**TASK TOTAL** **\$6,440.00**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	<b>Data set. Unit price to create file with all necessary data fields needed for transmission.</b>	Per Occurrence	1 - Data Packet	60	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$12,000.00
10b)	<b>Establish interface with OCSE or State for transmission of data</b>	One time	1 Time Fee	1	\$ 3,750.00	\$One Time Cost per Contract Term =	\$3,750.00
10c)	<b>Data transamission. Unit price for submission of data to OCSE or state agency</b>	Per Occurrence	1 - Data Packet	1	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$15,750.00**

	TASK 11. Electronically formatted documents (Optional by State)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	1	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$9.20
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	1	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$9.20</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$87,732.40</b>

**ALLIANCE PRICING PAGE DISCLAIMER**

All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Arizona

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Arizona.

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/07/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	3	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$96.60
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	5	\$ 15.00	\$ _____ agreement X __ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$375.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)			0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00

1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No “mark up”.  (for state budget purposes only)	
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**TASK TOTAL** **\$471.60**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$_____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$_____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00

**TASK TOTAL** **\$21,000.00**

	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	9	\$ 21.16	\$_____ per FI X ___ Method 1 FI's X 20 quarters =	\$3,808.80
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	54	\$ 23.92	\$_____ per FI X ___ Method 2 FI's X 20 quarters =	\$25,833.60
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$_____ per hourly rate X ___ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80
3f)	State to State matching – (Voluntary by State) matching	Quarterly	1 state-to-state request by 1	20	\$ 93.60	\$_____ per State to State Match	\$37,440.00

	outside the Alliance – per occurrence to facilitate file exchange between states.		state			Exchange X number of State to State requests X 20 quarters =	
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	\$1,050.00
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$81,049.20</b>

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
<b>TASK TOTAL</b>							<b>\$13,800.00</b>

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site “lump sum”	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00

<b>TASK TOTAL</b>	<b>\$6,125.00</b>
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	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.  (travel expenses are reimbursed separately at state rates only - reimbursement by the state “at cost” no mark-up)	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00

<b>TASK TOTAL</b>	<b>\$21,276.00</b>
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	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	66	\$ 6.44	\$One Time Cost per Contract Term =	\$425.04
<b>TASK TOTAL</b>							<b>\$6,865.04</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transmission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00

**TASK TOTAL**                      **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00

**TASK TOTAL**                      **\$0.00**

**TOTAL FOR ALL TASKS**                      **\$150,586.84**

<p><b>ALLIANCE PRICING PAGE DISCLAIMER</b></p> <p>All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.</p>

## California

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for California

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: Jan 11 2011



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	155	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$4,991.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	55	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$4,125.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	55	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$151,800.00
				55	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$151,800.00
				0	\$ -	State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)		
							<b>TASK TOTAL</b>	<b>\$312,716.00</b>
	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00	
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00	
							<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	135	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$57,132.00	
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	619	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$296,129.60	
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00	
3d)	Secure Internet FT Web site/FTP(Cost can vary from State to State)	One time	NA – one time	1	\$ 2,500.00	Set up with State and FI's testing	\$2,500.00	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80	
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$33,696.00	
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated	\$1,050.00	

						occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$403,424.40**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	0	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL \$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development(The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL \$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$21,276.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	775	\$ 6.44	\$One Time Cost per Contract Term =	\$4,991.00
<b>TASK TOTAL</b>							<b>\$11,431.00</b>
<b>TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.</b>							

<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transaission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TASK 11. Electronically formatted documents (Optional by State)</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$_____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$789,772.40</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

## Colorado

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Colorado

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazonez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X __ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation (professional time at meeting location only)	0	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction	Per Invoice	NA – at cost	0		The contractor shall bill the state for all	

	(only with pre-approval from the state)					design, production and reproduction at actual cost. No "mark up".  (for state budget purposes only)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$_____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$_____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00

**TASK TOTAL** **\$21,000.00**

	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	0	\$ 21.16	\$_____ per FI X ___ Method 1 FI's X 20 quarters =	\$0.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	188	\$ 23.92	\$_____ per FI X ___ Method 2 FI's X 20 quarters =	\$89,939.20
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$_____ per hourly rate X ___ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	9	\$ 35.88	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$6,458.40
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	4	\$ 93.60	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$7,488.00

3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	\$1,050.00
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$104,935.60**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
<b>TASK TOTAL</b>							<b>\$13,800.00</b>

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00
<b>TASK TOTAL</b>							<b>\$6,125.00</b>
	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.  (travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$21,276.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/ quarterly X 20	\$0.00

	state agency					Quarters =	
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$173,576.60</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
**TASK TOTAL**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Idaho

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Idaho

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: Jan 11 2011



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	1	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$32.20
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	4	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$300.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)			0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$332.20</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00
						<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	16	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$6,771.20
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	60	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$28,704.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	5	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$3,588.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	1	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$1,872.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL**                      **\$41,985.20**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
				0	\$ 552.00	FIDM Staff person	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL**                      **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL**                      **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,556.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>
<b>TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.</b>							

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transaission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$105,238.40</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

## Illinois

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Illinois

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: 02/07/2015

*Raul Ocazonez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	40	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$1,288.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$1,288.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00
						<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	234	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$99,028.80
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	595	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$284,648.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	0	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL**      **\$384,726.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL**      **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	0	\$ -	Developmental costs for web site “lump sum”	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00
<b>TASK TOTAL</b>							<b>\$6,125.00</b>

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	0	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$0.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,456.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>
<b>TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.</b>							

<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transmission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TASK 11. Electronically formatted documents (Optional by State)</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$_____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
					\$ 14,936.23	<b>TASK TOTAL</b>	<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$448,835.80</b>

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# Indiana

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Indiana

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/07/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	13	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$418.60
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	1	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$75.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$493.60</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00
						<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	112	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$47,398.40
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	170	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$81,328.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$129,776.40**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
				0	\$ 552.00	FIDM Staff person	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL \$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL \$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
	0			\$ 552.00	FIDM Staff person	\$0.00	
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement			Entire contract term	NA	0	\$ -
<b>TASK TOTAL</b>							<b>\$15,556.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ___/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$0.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	295	\$ 6.44	\$One Time Cost per Contract Term =	\$1,899.80

**TASK TOTAL** **\$8,339.80**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$195,090.80</b>

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# Maine

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Maine

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 08/07/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production	

	state)					and reproduction at actual cost. No "mark up".  (for state budget purposes only)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00

**TASK TOTAL** **\$21,000.00**

	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	0	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$0.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	95	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$45,448.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$33,696.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance	\$1,050.00

	facilitate file exchange between both Alliance's.					requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$93,110.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
		(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.
<b>TASK TOTAL</b>							<b>\$19,320.00</b>

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site “lump sum”	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00
<b>TASK TOTAL</b>							<b>\$6,125.00</b>

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.  (travel expenses are reimbursed separately at state rates only - reimbursement by the state “at cost” no mark-up)	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,756.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed seperately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>
<b>TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.</b>							

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$0.00**

**TOTAL FOR ALL TASKS** **\$161,751.80**

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Maryland

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Maryland

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/07/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	155	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$4,991.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	100	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$7,500.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
					0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)		
							<b>TASK TOTAL</b>	<b>\$18,011.00</b>
	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00	
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	50	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$1,750.00	
							<b>TASK TOTAL</b>	<b>\$22,750.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	3	\$ 21.16	\$ _____ per FI X ___ Method 1 FI's X 20 quarters =	\$1,269.60	
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	155	\$ 23.92	\$ _____ per FI X ___ Method 2 FI's X 20 quarters =	\$74,152.00	
3c)	Paper file data entry	Quarterly	1 hour of data entry	2	\$ 30.00	\$ _____ per hourly rate X ___ hrs. X 20 quarters =	\$1,200.00	
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing		
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80	
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00	
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated	\$1,050.00	

						occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	0	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

<b>TASK TOTAL</b>	<b>\$90,588.40</b>
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	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	1	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	1		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

<b>TASK TOTAL</b>	<b>\$19,320.00</b>
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	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____yearly fee X 5 years =	\$6,125.00

<b>TASK TOTAL</b>	<b>\$6,125.00</b>
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	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	155	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$32,550.00
6e)	Funding for FI reimbursement	Entire contract term	NA	155	\$ 2,500.00	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$387,500.00
<b>TASK TOTAL</b>							<b>\$435,606.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	825	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$8,250.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	550	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$41,580.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$8,250.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	200	\$ 6.44	\$One Time Cost per Contract Term =	\$1,288.00

**TASK TOTAL** **\$7,728.00**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State FIs (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	60	\$ 10.00	\$_____/quarterly X 20 Quarters =	\$12,000.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	1	\$ 3,750.00	\$One Time Cost per Contract Term =	\$3,750.00
10c)	Data transmission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	825	\$ -	\$_____/quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$15,750.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	900	\$ 0.46	\$_____/quarterly X 20 Quarters =	\$8,280.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	900	\$ -	\$_____/quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$8,280.00**

**TOTAL FOR ALL  
TASKS** **\$632,408.40**

**ALLIANCE PRICING PAGE DISCLAIMER**

All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Michigan

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Michigan

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazonez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	1	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$32.20
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	10	\$ 15.00	\$ _____ agreement X __ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$750.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation (professional time at meeting location only)	10	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$27,600.00
				10	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$27,600.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)			0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose	\$0.00

1d)	Produced materials and reproduction(only with pre-approval from the state)	Per Invoice	NA – at cost	0	\$ -	only. The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".(for state budget purposes only)	
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**TASK TOTAL** **\$55,982.00**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$_____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$_____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00

**TASK TOTAL** **\$21,035.00**

	<b>TASK 3.Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	51	\$ 21.16	\$_____ per FI X ___ Method 1 FI's X 20 quarters =	\$21,583.20
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	352	\$ 23.92	\$_____ per FI X ___ Method 2 FI's X 20 quarters =	\$168,396.80
3c)	Paper file data entry	Quarterly	1 hour of data entry	6	\$ 30.00	\$_____ per hourly rate X ___ hrs. X 20 quarters =	\$3,600.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	8	\$ 35.88	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$5,740.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 93.60	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$33,696.00
3g)	Alliance to Alliance matching –	Quarterly	1 Alliance to Alliance	1	\$	\$_____ per	\$1,050.00

	(Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.		request		1,050.00	Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$234,066.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
<b>TASK TOTAL</b>							<b>\$19,320.00</b>

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site “lump sum”	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.  (travel expenses are reimbursed separately at state rates only - reimbursement by the state “at cost” no mark-up)	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0		Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00

**TASK TOTAL** **\$21,076.00**

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	4,200	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$42,000.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$42,000.00</b>

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	500	\$ 6.44	\$One Time Cost per Contract Term =	\$3,220.00
<b>TASK TOTAL</b>							<b>\$9,660.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	20	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$4,000.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	1	\$ 3,750.00	\$One Time Cost per Contract Term =	\$3,750.00
10c)	Data transmission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	20	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$7,750.00</b>
	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	4,200	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$38,640.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	4,200	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$38,640.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$455,655.00</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Montana

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Montana

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$0.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00
						<b>TASK TOTAL</b>	<b>\$21,035.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	50	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$21,160.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	72	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$34,444.80
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state		\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	1	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$1,872.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$58,526.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL** **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0		Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
						<b>TASK TOTAL</b>	<b>\$21,076.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$127,002.80</b>

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# Nebraska

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Nebraska

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$0.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00
						<b>TASK TOTAL</b>	<b>\$21,035.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	0	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$0.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	258	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$123,427.20
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$124,477.20**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
				0	\$ 552.00	FIDM Staff person	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL \$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development(The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL \$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	1			\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00	
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement			Entire contract term	NA	0	\$ -
<b>TASK TOTAL</b>							<b>\$21,276.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ___/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$0.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00

**TASK TOTAL** **\$6,440.00**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	\$0.00
10c)	Data transamination. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
					\$ 14,936.23	<b>TASK TOTAL</b>	<b>\$0.00</b>
						<b>TOTAL FOR ALL TASKS</b>	<b>\$193,153.20</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Nevada

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Nevada

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/07/2015  
*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X __ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation (professional time at meeting location only)	1	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)			0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all	

	from the state)					design, production and reproduction at actual cost. No "mark up".(for state budget purposes only)	
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**TASK TOTAL** **\$5,520.00**

	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00

**TASK TOTAL** **\$21,000.00**

	<b>TASK 3.Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	10	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$4,232.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	26	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$12,438.40
3c)	Paper file data entry	Quarterly	1 hour of data entry	0	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$0.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	1	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$717.60
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance	\$1,050.00

	file exchange between both Alliance's.					requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$18,438.00**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	1	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL** **\$19,320.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development(The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	1	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0		Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$21,076.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document	\$0.00

						packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
						<b>TASK TOTAL</b>	<b>\$6,440.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamination. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
						<b>TASK TOTAL</b>	<b>\$0.00</b>

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$97,919.00</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

## New Jersey

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for New Jersey

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	2	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$150.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$150.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00
						<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	75	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$31,740.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	185	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$88,504.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	1	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$600.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	16	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$29,952.00

3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	\$1,050.00
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$164,762.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
				0	\$ 552.00	FIDM Staff person	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
						<b>TASK TOTAL</b>	<b>\$13,800.00</b>

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	0	\$ -	Developmental costs for web site “lump sum”	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00
<b>TASK TOTAL</b>							<b>\$6,125.00</b>

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	0	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$0.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,456.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	281	\$ 6.44	\$One Time Cost per Contract Term =	\$1,809.64
<b>TASK TOTAL</b>							<b>\$8,249.64</b>
<b>TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.</b>							

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	60	\$ 10.00	\$ _____ quarterly X 20 Quarters =	\$12,000.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	1	\$ 3,750.00	\$One Time Cost per Contract Term =	\$3,750.00
10c)	Data transaission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	52	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$15,750.00</b>
	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$245,293.44</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

## New York

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for New York

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: 2/20/2011



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	4	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$128.80
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	4	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$300.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation (professional time at meeting location only)	0	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)			0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up". (for state budget purposes	

							only)	
							<b>TASK TOTAL</b>	<b>\$428.80</b>
<b>TASK 2. Services to Financial Institutions and client state</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00	
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00	
							<b>TASK TOTAL</b>	<b>\$21,035.00</b>

<b>TASK 3.Data Matching Services</b>		<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	318	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$134,577.60
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	304	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$145,433.60
3c)	Paper file data entry	Quarterly	1 hour of data entry	12	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$7,200.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	8	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$5,740.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$33,696.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18	\$1,050.00

						participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$327,698.00**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	0	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL** **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development(The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0		Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,756.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed seperately with no markup)	Per occurrence	1 document packet printed and or transmitted	25,000	\$ 0.50	Cost per document packet:_____/ sent X ___/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$250,000.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$0.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$250,000.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
						<b>TASK TOTAL</b>	<b>\$6,440.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
						<b>TASK TOTAL</b>	<b>\$0.00</b>

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	25,000	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$230,000.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	25,000	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$230,000.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$871,282.80</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for North Dakota

Title: President

Name: Raul D. Ocazonez

Signature: \_\_\_\_\_

Date: 06/27/2015

*Raul Ocazonez*



	<b>TASK 1. Outreach to FIs (optional task)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X __ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and	Per Invoice	NA – at cost	0		The contractor shall	

	reproduction (only with pre-approval from the state)					bill the state for all design, production and reproduction at actual cost. No "mark up".  (for state budget purposes only)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00

**TASK TOTAL** **\$21,035.00**

	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	45	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$19,044.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	84	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$40,185.60
3c)	Paper file data entry	Quarterly	1 hour of data entry	2	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$1,200.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	10	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$18,720.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of	\$1,050.00

	states – per occurrence to facilitate file exchange between both Alliance's.					Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$93,116.40**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL** **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff	Per occurrence	1 staff- person for 1 day of consultation	0	\$ 552.00	IT Staff person	\$0.00
	(professional time at meeting location only)		0	\$ 552.00	FIDM Staff person	\$0.00	
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement		Entire contract term	NA	0		Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.
<b>TASK TOTAL</b>							<b>\$15,556.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ___/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$0.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00

**TASK TOTAL** **\$6,440.00**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$156,072.40</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Ohio

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Texas

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/07/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up".	

						(for state budget purposes only)	
						<b>TASK TOTAL</b>	<b>\$0.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00
						<b>TASK TOTAL</b>	<b>\$21,035.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	0	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$0.00
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	530	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$253,552.00
3c)	Paper file data entry	Quarterly	1 hour of data entry	1	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$600.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	18	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$12,916.80
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$ _____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL**                      **\$268,118.80**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person	\$0.00
				0	\$ 552.00	FIDM Staff person	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL**                      **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL**                      **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$15,756.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
<b>TASK TOTAL</b>							<b>\$6,440.00</b>

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$331,274.80</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Texas

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Texas

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: 02/27/2015

*Raul Ocazionez*



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	0	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation (professional time at meeting location only)	0	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the state)	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production and reproduction at actual cost. No "mark up". (for state budget purposes	

						only)	
						<b>TASK TOTAL</b>	<b>\$0.00</b>
	<b>TASK 2. Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$_____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	1	\$ 1.75	\$_____ Price per call X Unit Quantity X 20 (quarters)=	\$35.00
						<b>TASK TOTAL</b>	<b>\$21,035.00</b>
	<b>TASK 3.Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	438	\$ 21.16	\$_____ per FI X ___ Method 1 FI's X 20 quarters =	\$185,361.60
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	572	\$ 23.92	\$_____ per FI X ___ Method 2 FI's X 20 quarters =	\$273,644.80
3c)	Paper file data entry	Quarterly	1 hour of data entry	6	\$ 30.00	\$_____ per hourly rate X ___ hrs. X 20 quarters =	\$3,600.00
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing	
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	10	\$ 35.88	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$7,176.00
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	2	\$ 93.60	\$_____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$3,744.00
3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor,	\$1,050.00

						divided by 18 participating States (to estimate Contract Cost per State.)	
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$ _____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL \$474,576.40**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$ _____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation(professional time at meeting location only)	5	\$ 552.00	IT Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$13,800.00
				5	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$13,800.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL \$41,400.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development(The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance (The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$ _____ yearly fee X 5 years =	\$6,125.00

**TASK TOTAL \$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	1	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
				1	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$2,760.00
		N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	20	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$100.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	0	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$0.00
6e)	Funding for FI reimbursement	Entire contract term	NA	0	\$ -	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$0.00
<b>TASK TOTAL</b>							<b>\$21,076.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	4500	\$ 0.50	Cost per document packet:_____/ sent X ___/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$45,000.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X	\$0.00

						_____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	
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**TASK TOTAL** **\$45,000.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
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8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____ quarterly X 20 Quarters =	\$6,440.00
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8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	0	\$ 6.44	\$One Time Cost per Contract Term =	\$0.00
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**TASK TOTAL** **\$6,440.00**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
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10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____ quarterly X 20 Quarters =	\$0.00
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10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
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10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____ quarterly X 20 Quarters =	\$0.00
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**TASK TOTAL** **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	4500	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$41,400.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	4500	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$41,400.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$657,052.40</b>

**ALLIANCE PRICING PAGE DISCLAIMER**  
All quantities entered in the "Formula" column of each Alliance Member States' Cost Proposal form are estimates. The Alliance jointly and its individual Member States severally can not and does not guarantee that bidders will be given any particular volume or quantity associated with any of the services to be provided under this RFP. In the event that there are any discrepancies between the numbers on the summary sheet and an individual state pricing sheet, the pricing sheet shall take precedence.

# Wisconsin

By Signature below the bidder acknowledges that we have reviewed and accept all specifications, terms and conditions outlined in this FIDM RFP-007115B0003520 including all Attachments provided for Wisconsin.

Title: President

Name: Raul D. Ocazionez

Signature: \_\_\_\_\_

Date: Jan 11 2011



	TASK 1. Outreach to FIs (optional task)	FREQUENCY	DEFINITION OF UNIT	UNIT QUANTITY	UNIT PRICE	FORMULA	5 Year PRICE
1a)	Solicitation through Signature of Existing FI's that have not yet signed up to FIDM (occurrence is defined as execution)	Per occurrence	1 FI agreement signed	0	\$ 6.44	Estimated number of FI's who never received an Initial FIDM letter. Cost quoted  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
1b)	Solicitation through Signature For newly established FIs (excluding mergers)	Per occurrence	1 FI agreement signed	10	\$ 15.00	\$ _____ agreement X ___ =  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$750.00
1c)	Face to Face Meeting with FI or groups of FIs/ associations  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	\$0.00
1d)	Produced materials and reproduction (only with pre-approval from the	Per Invoice	NA – at cost	0		The contractor shall bill the state for all design, production	

	state)					and reproduction at actual cost. No "mark up".  (for state budget purposes only)		
							<b>TASK TOTAL</b>	<b>\$750.00</b>
	<b>TASK 2.Services to Financial Institutions and client state</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
2a)	Call center hotline to FIs and client state. An allowance of 300 incoming calls will be included in the quarterly fee.	Quarterly	1 quarter	20	\$ 1,050.00	\$ _____ X 20 QTR = Call Center quarterly fee includes 300 (Quarterly) incoming calls.	\$21,000.00	
2b)	Every call thereafter please quote cost per call.	Quarterly billing	1 incoming call	0	\$ 1.75	\$ _____ Price per call X Unit Quantity X 20 (quarters)=	\$0.00	
							<b>TASK TOTAL</b>	<b>\$21,000.00</b>
	<b>TASK 3. Data Matching Services</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>	
3a)	Matching Method 1 (all accounts method)	Quarterly	1 FI matched	202	\$ 21.16	\$ _____ per FI X _____ Method 1 FI's X 20 quarters =	\$85,486.40	
3b)	Matching Method 2 (matched accounts method)	Quarterly	1 FI matched	308	\$ 23.92	\$ _____ per FI X _____ Method 2 FI's X 20 quarters =	\$147,347.20	
3c)	Paper file data entry	Quarterly	1 hour of data entry	10	\$ 30.00	\$ _____ per hourly rate X _____ hrs. X 20 quarters =	\$6,000.00	
3d)	Secure Internet FT Web site/FTP (Cost can vary from State to State)	One time	NA – one time	0	\$ 2,500.00	Set up with State and FI's testing		
3e)	State to State matching (Voluntary by State) matching within the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 35.88	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00	
3f)	State to State matching – (Voluntary by State) matching outside the Alliance – per occurrence to facilitate file exchange between states.	Quarterly	1 state-to-state request by 1 state	0	\$ 93.60	\$ _____ per State to State Match Exchange X number of State to State requests X 20 quarters =	\$0.00	

3g)	Alliance to Alliance matching – (Voluntary by State) matching all FIDM Alliance states with all IDEC states – per occurrence to facilitate file exchange between both Alliance's.	Quarterly	1 Alliance to Alliance request	1	\$ 1,050.00	\$_____ per Alliance to Alliance Match X number of Alliance to Alliance requests X 5 estimated occurrences = Total billed by Contractor, divided by 18 participating States (to estimate Contract Cost per State.)	\$1,050.00
3h)	Production Reports via Website views/queries (See Section 1.302 of RFP for minimum)	Quarterly	1 quarterly fee	20	\$ -	\$_____ Quarterly X 20 quarters =	\$0.00

**TASK TOTAL** **\$239,883.60**

	<b>TASK 4. Compliance Assurance</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
4a)	Compliance assurance	Quarterly	1 quarterly fee	20	\$ 690.00	\$_____ quarterly X 20 quarters =	\$13,800.00
4b)	Face to Face Meetings with FI for compliance issues/resolution.  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	

**TASK TOTAL** **\$13,800.00**

	<b>TASK 5. Information sharing via client state and FIDM website</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
5a)	web site development (The Unit Price must be uniform, State by State Alliance Wide)	One time	NA – one time	1	\$ -	Developmental costs for web site "lump sum"	\$0.00
5b)	web site maintenance(The Unit Price must be uniform, State by State Alliance Wide)	Yearly	1 year fee	5	\$ 1,225.00	\$_____yearly fee X 5 years =	\$6,125.00

**TASK TOTAL** **\$6,125.00**

	<b>TASK 6. Project Management, Invoicing and Transition</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>PRICE</b>
6a)	maintenance of account (Account is defined as a state)	Quarterly	1 quarterly fee	20	\$ 772.80	\$_____ X 20 quarters =	\$15,456.00
6b)	Face to Face Meeting with client state or county staff  Meetings will be set only at state direction and with pre-approval. Contractor will be compensated for professional time upon arrival at client state (per day basis) of an IT specialist and/or a FIDM program staff person.	Per occurrence	1 staff- person for 1 day of consultation  (professional time at meeting location only)	0	\$ 552.00	IT Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
				0	\$ 552.00	FIDM Staff person  Unit Quantity x Unit Price x 5 Years = 5 Year Price	\$0.00
	(travel expenses are reimbursed separately at state rates only - reimbursement by the state "at cost" no mark-up)	N/A	N/A	0		State Estimate for Reimbursement of Contractor's travel expenses for state budget purpose only.	
6c)	Facilitating Alliance calls and webinars	Per occurrence	20 calls per contract term	60	\$ 5.00	State Estimate for Reimbursement of Contractor's conference calls and webinars.	\$300.00
6d)	Reimbursing qualified FIs pursuant to state statute/policy. (Only for states who are mandated to reimburse FI's)	Per QTR	All FI's reimbursed	75	\$ 10.50	\$_____ / Quarter X 20 QTR=	\$15,750.00
6e)	Funding for FI reimbursement	Entire contract term	NA	5	\$ 37,500.00	Total Estimated Lump sum funds for reimbursement for State budgeting purposes only.	\$187,500.00
<b>TASK TOTAL</b>							<b>\$219,006.00</b>

	<b>TASK 7. Central Enforcement/Customer Service (Optional by state)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
7a)	Sending Documents. Unit price to include all of contractor's overhead costs and expenses (excluding postage and fax lines – postage and fax lines will be reimbursed separately with no markup)	Per occurrence	1 document packet printed and or transmitted	0	\$ 0.50	Cost per document packet:_____/ sent X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00
7b)	Postage costs for certified mail delivery if required by FI	Per occurrence	1 document packet mailed via certified mail	0	\$ 3.78	Cost per document packet:_____/ sent via certified mail X ____/document packets per quarter X 20 quarters = _____ (total estimated cost 5 year)	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 8. Maintain Agreements with Financial Institutions</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
8a)	Database development and database maintenance (development to be included in quarterly fee)	Quarterly	1 Quarterly fee	20	\$ 322.00	\$_____/ quarterly X 20 Quarters =	\$6,440.00
8b)	One-time distribution of new contracts to all current FIs to establish perpetual FIDM agreements between Alliance states and their FIs.	One time	1 per FI	512	\$ 6.44	\$One Time Cost per Contract Term =	\$3,297.28

**TASK TOTAL** **\$9,737.28**

**TASK 9 - To be negotiated by each state. Bidders are not instructed to provide any pricing at this time.**

	<b>TASK 10. Fast Levy - automated exchange of account, lien and levy information with Multi-State Fis (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
10a)	Data set. Unit price to create file with all necessary data fields needed for transmission.	Per Occurrence	1 - Data Packet	0	\$ 10.00	\$_____/ quarterly X 20 Quarters =	\$0.00
10b)	Establish interface with OCSE or State for transmission of data	One time	1 Time Fee	0	\$ 3,750.00	\$One Time Cost per Contract Term =	
10c)	Data transamission. Unit price for submission of data to OCSE or state agency	Per Occurrence	1 - Data Packet	0	\$ -	\$_____/ quarterly X 20 Quarters =	\$0.00

**TASK TOTAL** **\$0.00**

	<b>TASK 11. Electronically formatted documents (Optional by State)</b>	<b>FREQUENCY</b>	<b>DEFINITION OF UNIT</b>	<b>UNIT QUANTITY</b>	<b>UNIT PRICE</b>	<b>FORMULA</b>	<b>5 Year PRICE</b>
11a)	Format documents. Unit price to transmit formatted document packets in a format compatible with State's virtual files.	Per Occurrence	1 - Lien Packet	0	\$ 0.46	\$ _____ quarterly X 20 Quarters =	\$0.00
11b)	Document transmission. Unit price to transmit formatted document packet to State designated site (excluding fax lines - to be reimbursed separately with no markup)	Per Occurrence	1 - Lien Packet	0	\$ -	\$ _____ quarterly X 20 Quarters =	\$0.00
<b>TASK TOTAL</b>							<b>\$0.00</b>
<b>TOTAL FOR ALL TASKS</b>							<b>\$510,301.88</b>

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