STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **071B5500113**

CONTRACTOR	
	Deloitte Consulting LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	*******4513

STATE			
	Program Manager	Tim Gajda	DTMB-IT
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

CASE MGMT SYSTEM FOR MI LIQUOR CONTROL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		July 12, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$5,328,918.00	$4,160,943.00	$9,489,861.00

DESCRIPTION

Effective 1/3/2017, the attached Statement of Work document for Integrated Service Delivery (ISD) project - [Discovery, Sprint 1, 2 and 3 of the ISD Portal project and requirements and functional design for the Universal Caseload (UCL) project] is incorporated to this Contract and is increased by $4,160,943.00 available from change notice no.8, 9/19/2016 Ad Board approval. All other terms, conditions, specifications, and pricing remain the same. Per agency request and DTMB Procurement approval.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **11**
to
Contract Number **071B5500113**

CONTRACTOR	
	Deloitte Consulting LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
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	*******4513

STATE			
	Program Manager	Tim Gajda	DTMB-IT
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

CASE MGMT SYSTEM FOR MI LIQUOR CONTROL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		July 12, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$5,077,318.00	$251,600.00	$5,328,918.00

DESCRIPTION

Effective 10/30/2016, the attached Statement of Work document for CAD COE Phase III is incorporated to this Contract and is increased by $251,600.00 available from change notice no.8, 9/19/2016 Ad Board approval. All other terms, conditions, specifications, and pricing remain the same. Per agency request and DTMB Procurement approval.

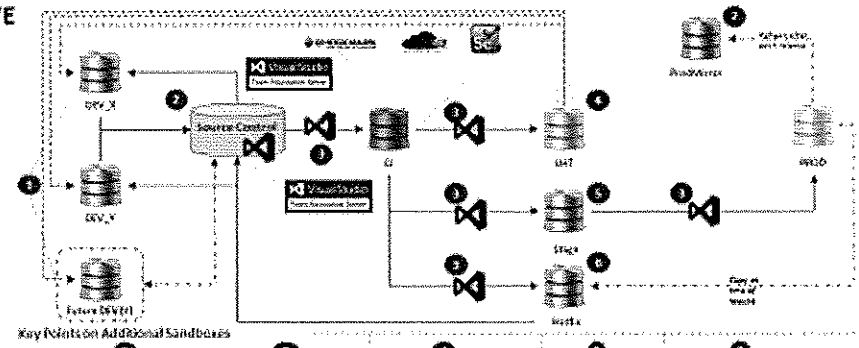
MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET

IT SERVICES
CAD COE STATEMENT OF WORK
071B5500113

PROJECT TITLE: **CAD COE SOW III**	**PERIOD OF COVERAGE:** **OCTOBER 03, 2016 - APRIL 30, 2017**
REQUESTING DEPARTMENT: **MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**	**DATE:** **OCTOBER 20, 2016**
DTMB PROJECT MANAGER: **NEIL SLAGLE**	**PHONE:** **517-636-4741**

SOM Salesforce Suite Project Management with TFS

ILLUSTRATIVE PURPOSES ONLY



Leveraging Salesforce's sandboxes with source control, continuous integration, and automated testing tools will provide a clear and robust promotion path to production

1
- Future development streams are added as needed in new sandbox
- Minimizes Disruption in current sandboxes

2
- Developers perform a pull daily to obtain updated files for their feature branch
- Each Developer ensures feature branch merges with head branch during commit

3
- CI Tool initiated Ant Script to load data into CI tool
- Ant Scripts are initiated to generate new sandboxes as needed

4
- UAT environment is full copy sandbox used for testing
- Identified fixes are noted for correction in test, but performed in appropriate dev stream/feature sandbox

5
- Stage Sandbox is fed with final, tested code for release to Production

6
- Hotfix is used to correct errors identified between release schedules
- It feeds data back into development streams, but is left as a copy of the production code base

7
- Refresh Prod Mirror instance after each Production release to backup CURRENT Production code base (as needed)

DevOps Tools Stack

ILLUSTRATIVE

	Description	Typical Tool
Force.com IDE	• integrated development environment, used by development teams to write VF and Apex code • Can be used to modify most metadata in SFDC	eclipse (Or) mavensmate
Code Check-in & Check-out	• Tool used to assist in checking code in and out of repository • Manages differences / merging of code	SourceTree (Or)
Source Control / Revision Tool	• Repository of identified metadata (typically code) • Maintains history of changes (revisions)	Bitbucket (Or) (Or)
Continuous Integration Tool	• Automated tool that builds code from repository • Supports continuous builds, for rapid Agile deployment to application	(Or) (Or) Bamboo
Code Scanner	• Scans code base to identify common errors / flaws in Apex and VF design patterns • Offers additional level of checks / comfort for application	CHECKMARX (Or)
Test Automation	• Automated web application testing to create robust, browser-based regression suites • Helps ensure custom code functions as expected; CI application can orchestrate these tests	Se

Summary

Standard, but flexible

The stack to the left is a rapid accelerator relying on cloud solutions that are proven and able to be up and running in no time at all

However the important part of establishing a technology stack is enabling the processes involved, not the final technology

As such if SoM Salesforce Applications has a preferred suite of tools, such as their own source code management system, or want to have the build server located behind your firewall that is not a problem and can be accommodated easily enough

CAD-CoE Director in order to prioritize the output of the fixed resources being provided by Deloitte under this SOW. As a result, some deliverables may not be accomplished given the fixed time and resources.

Phase 3	Type	Owners
• Setting up eTFS for all SOM Salesforce project use as Source Control & Continuous Integration DevOps tool stack to effectively manage Force.com development in a scalable, repeatable manner that minimizes the risk through automated tools and proven toolsets • Design of eTFS for configuration management, code build repositions (all environments) and deployment configuration • Design of eTFS with Ant Scripts and Salesforce CI/CD Ant scripts to access all environments • Design of eTFS for SOM release management including tag release structure and version control • Design of eTFS for Ant scripting and Salesforce Apex & Visualize Force language • Design of eTFS for automated test scripting for traceability from epic to user story • Design of eTFS for automated reporting of sprints, story points, velocity, and burn down	Deliverable Deliverable Deliverable Deliverable Deliverable Deliverable Deliverable	Deloitte(P)
• Technical Design and Document of SOM Salesforce Org Strategy	Deliverable	Deloitte(P)
• Technical Design and Document of Salesforce Code Standards	Deliverable	Deloitte(P)
• Technical Design and Document of Salesforce Code Migration Strategy	Deliverable	Deloitte(P)
• Technical Design and Document of Salesforce Testing Strategy via eTFS	Deliverable	Deloitte(P)
• Configure Salesforce Org for the SOM Delivery teams	Deliverable	Deloitte(P)/SoM(S)
• Initial Salesforce project Enterprise Architecture Solution Assessment	Deliverable	Deloitte/SoM(Joint)
• Provide Salesforce controls for the projects on the DTMB 170 Form	Deliverable	SoM(P)/Deloitte(S)
• Provide Technical Design and Document of Salesforce SOM ESB	Deliverable	SoM(P)/Deloitte(S)

Deliverable Process

All completed deliverables will be submitted in a format approved by the CAD-CoE Director.

basis, depending upon project deliverable deadlines and urgency, Deloitte onsite team members will work remotely from their local office locations.

2. **Hours of Operation:**
   a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST
   b. Travel expenses will not be reimbursed
   c. Deloitte team will work on a planned 40hrs/week schedule
   d. Deloitte resources will follow SoM calendar holidays for the duration of the project and if there are any conflicts in the calendar then decision for a specific holiday can be taken as per the urgency of the work and agreement between SoM CAD CoE leaders and Deloitte Program Manager

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

4. **Additional Security and Background Check Requirements:**
   Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum clerical support
- Desks
- Access to State servers and enterprise resources, as required for the project (e.g., email)
- Access to printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke assess to State resources at any time.

SOM Roles:

DTMB will provide a Program Manager who will be responsible for the DTMB's infrastructure and bringing DTMB business leaders and staff, and coordinate with Deloitte in supporting the management of the SOW.

Key Personnel Role	Name	Weekly Commitment Estimate	Duties/Responsibilities
CAD CoE Program Leader	James McFarlane	.5 Days	1. Providing approval to allocate funding and resources

- Ramp up following SoM resources for transition activities
  i. Demand Analyst
  ii. Scrum Master
  iii. Support Analyst
  iv. Process Analyst
  v. Release Analyst

1.400 Acceptance

1.401 ACCEPTANCE CRITERIA

Document Deliverables

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Documents will be reviewed and accepted in accordance with the requirements of this SOW –
   a. DTMB will review documents within three business days
   b. Approvals will be written and signed by DTMB Project Manager
   c. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

1.402 FINAL ACCEPTANCE

In the event the work and/or deliverable is not accepted by the DTMB Co-Leaders, the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless both parties agree an alternate solution. The State will own the deliverable after the second iteration and will be responsible to update and refine the deliverable(s) based on the experiences and needs of the State.

1.500 Compensation and Payment

1.501 COMPENSATION AND PAYMENT

Method of Payment
The Phase 3 activities will use the contract standard rate card. Following table outlines Deloitte resource rates and number of hours and the duration of the project (Oct 3, 2016 to April 28, 2017)

COE Phase 3 Cost Breakdown

The following are the hourly billing rates for the staff providing services during Phase 3, October 03, 2016 through April 28, 2017 supporting the completion of deliverables listed in Section 1.104.

Deloitte Engagement Lead	$0
Technical Lead/Operations	$170

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **10**
to
Contract Number **071B5500113**

CONTRACTOR	
	Deloitte Consulting LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	*******4513

STATE			
	Program Manager	Tim Gajda	DTMB-IT
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

CASE MGMT SYSTEM FOR MI LIQUOR CONTROL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		July 12, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,907,318.00	$170,000.00	$5,077,318.00

DESCRIPTION

Effective 12/5/2016, the attached Statement of Work document for Integrated Service Delivery (ISD) project, Phase I- Initiation and Planning(I&P) is incorporated to this Contract and is increased by $170,000.00 available from change notice no.8, 9/19/2016 Ad Board approval. All other terms, conditions, specifications, and pricing remain the same. Per agency request and DTMB Procurement approval.

MICHIGAN DEPARTMENT OF TECHNOLOGY
MANAGEMENT AND BUDGET
IT SERVICES
MDHHS INTEGRATED SERVICE DELIVERY (ISD) INITIATION & PLANNING STATEMENT OF WORK

PROJECT TITLE: Michigan Department of Health and Human Services (MDHHS) Integrated Service Delivery (ISD)	**PERIOD OF COVERAGE:** December 5, 2016 – January 31, 2017
REQUESTING DEPARTMENT: Michigan Department of Technology, Management and Budget (DTMB) Agency Services Supporting MDHHS	**DATE:** November 4, 2016
AGENCY PROJECT MANAGER: Karen Parker	**PHONE:** 517-335-5223
DTMB PROJECT MANAGER: Linda Pung	**PHONE:** 517-241-9547

This Statement of Work is made a part of a Change Notice to Contract No. 071B5500113 (Contract) between the State of Michigan (State) and Deloitte Consulting LLP (Contractor or Deloitte).

1.000 Project Identification

1.001 PROJECT REQUEST

This Statement of Work (SOW) is created for Deloitte Consulting LLP ("Contractor") to provide resources for a fixed duration in support of the Initiation and Planning (I&P) phase for System Development Lifecycle (SDLC) of the MDHHS Integrated Service Delivery (ISD) project. Integrated Service Delivery incorporates three components: 1) an Integrated Service Delivery Portal (available through MiPage) 2) Universal Caseload with the associated Contact Center, and 3) a general third category for all of the underlying components which will need to be improved in order to support Integrated Service Delivery. The primary objective of the MDHHS ISD project is integration of program delivery centered on a citizen's holistic needs that will improve outcomes and promote and support self-sufficiency.

The ISD project will be conducted in two phases. Phase one consists of two schedules, one for Initiation and Planning and a second for Execution of pre-pilot and pilot implementation. The execution-level details will be included in a future, separate Statement of Work (SOW). This SOW is relevant only to the Initiation and Planning for the implementation effort necessary for ISD. All work performed will be pursuant to this SOW and deliverables requirements and to the Terms and Conditions of the existing Contract 071B5500113. All terms, conditions, and specifications contained in the existing Contract remain in full force and effect.

1.002 BACKGROUND

In Jan 2015, Governor Snyder in his State of the State address, called for reevaluation of State services and make them person centric instead of program focused. Michigan has over 140 service programs with some citizens participating in multiple programs and caseworkers manually processing eligibility for households. Integrated Service Delivery (ISD) is a new concept to the State of Michigan which fundamentally changes the way citizens' access public benefits and community resources to support their personal goals.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The Contractor is responsible to complete the necessary Initiation and Planning tasks to successfully implement the following ISD components:

I. **ISD Portal** is a web portal that will become the single point of application for public Health and Human Services benefits, health plan selection and viewing of existing benefits. MDHHS currently supports several public facing and internal portals where program specific information can be entered and/or viewed. The ISD Portal will provide an intuitive experience that allows community resources, success coaches, MDHHS staff and program applicants and participants the ability to electronically participate in self-service change reporting and personal needs assessment. The ability to maintain a common profile of individual information used across programs which supplement information through the use of trusted data sources is intended to be a source of beneficiary empowerment. The ISD portal will utilize the Salesforce.com ("SFDC") platform.

   The foundational Integrated Service Delivery (ISD) Portal must support modular extensibility, centralized messaging capabilities, eligibility enrollment and program integration (for some programs and functions in Bridges), success plan management, and community resource integration/referrals. Planning must also consider the development of two Person-Centric Services—the Needs Assessment and Holistic Application—aimed at ensuring accurate identification and management of needs in a success plan, coordination with community partners and resources, and enrollment in department programs.

II. **Universal Caseload (UCL)** creates a task based casework process focused on work routing. MDHHS currently utilizes case workers who own their caseloads from beginning to end. The caseworker is the beneficiary's single point of contact. In the future, task-oriented case management will be followed and case workers will not own specific cases. The case work will be performed by a multitude of individuals with the common skills to address whatever questions/issues arise. Work will be distributed among offices/geographic areas on a task based need. Since there is no single case owner, the work force can be maximized to re-direct people to particular tasks increasing efficiencies and is customizable at the local level. Strategic reporting will be created to measure workload tracking and improve the beneficiary experience.

   The foundational Universal Caseload (UCL) system must support task-oriented case management, virtual workforce management, and advanced performance metrics.

III. **Contact Center (CC)** will be organized to support Universal Caseload for some programs and functions administrated in the Bridges system using predictive analytics to route calls to the appropriate group of knowledgeable caseworkers to support one call resolution.

   The Contact Center (CC) system will support self-service capabilities, service optimization (e.g., call list consolidation), and specialized queue management capabilities.

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

1.102 OUT OF SCOPE

MDHHS ISD project SDLC phases of Requirements, Design, Construction, Testing, and Implementation are outside the Scope within this SOW.

1.103 ENVIRONMENT

In addition to Article 1, Section 21.103 of the existing Contract, environments needed for the execution phase of the project will be identified during the Licensing and environments session and documented in the deliverable Initial ISD Infrastructure Plan.

1.104 WORK AND DELIVERABLES

The purpose of Initiation and Planning is to outline Phase I approach and define the activities, tasks, and resources necessary to accomplish the required work. The Initiation and Planning stage is designed to

allow the project team and key stakeholders to review and validate the overall project scope and requirements prior to the Design & Construction stage. Planning involves selecting the strategies, policies, programs, and procedures for achieving the objectives and goals of the project. Planning is deciding, in advance, what to do, how to do it, when to do it, where to do it, and who is going to do it. The Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental to define the necessary tasks and actions required to plan for the MDHHS ISD project.

The Project Management Methodology (PMM) and System Engineering Methodology (SEM) are tightly integrated. It is imperative that the State project manager ensures participation of the business client, stakeholders, vendor partners, and technical staff in the creation of the PMM and SEM documents. The documentation initiated during the I&P stage include the Project Charter (PMM-0101), the Project Management Plan (PMM-0102) and the Software Configuration Management Plan (SEM-0302). The Contractor is expected to lead the State in the effort to create, edit, review and revise these documents. Project documents are living documents and iterative throughout the full SDLC phases of the Project. For the purposes of I&P, the Contractor will collaborate with the State and other vendor partners to set forth initial documentation as a base for the remaining SDLC phases of the project. The following table is intended to identify the primary responsibility of State, Contractor and other vendor partners for Project Documentation.

Project Documentation	Responsible Party
ISD Program Charter	MDHHS Business Integration Center (BIC)
ISD Portal Project Charter	BIC
UCL and CC Project Charter	BIC
ISD Project Plan	BIC
Initial Software Configuration Management Plan (SEM-0302)	DTMB MiECC (Enterprise Contact Center), DTMB CAD COE (Cloud Center of Excellence), Deloitte
ISD Concept of Operations	BIC

I. Work and Deliverables to Be Provided

For all components within the Scope, the Contractor must work as part of the ISD Initiation and Planning team, including other vendors, business SME's, DTMB partners, business readiness SMEs, business delivery liaisons, System Integration team members, and project management staff to facilitate and provide input to the creation of the following deliverables to support the phase 1 execution as part of the initial planning phase of the ISD Project. As listed below, Contractor Work Activities will facilitate, document, and distribute session details and information to the ISD Project team. Work Activities must also include reviewing and confirming accuracy and appropriateness of Project Documentation regarding:

#	Work Activities	Deliverable	Estimated Effort	Estimated Effort (blended rate of $141.66 / hour)
1	• Phase 1 Business Goal/objective discussion o Phase 1 Scope clarification session(s) o Phase 1 Organization and Change Management discussion	✓ Project Development Approach for ISD Portal, Contact Center, and UCL ✓ Input to the ISD Program Charter, ISD Portal Project Charter, and the UCL and CC Project Charter (PMM-0101) and the Project Plan (PMM00102)	350 hours	$49,581

2	• Phase 1 Project Implementation approach – Introduction to agile planning o Phase 1 Pilot approach (agile vs waterfall) ➢ Phase 1 implementation approach ➢ Phase 1 Deliverables Discussion ▪ Deliverables list, Intended use, Audience ➢ Phase 1 Roles and Responsibilities discussion ▪ Stakeholders ▪ Business Owners ▪ Pilot Participants ▪ Vendor Partner teams	✓ Phase 1 Pilot high level schedule (Project Schedule) ✓ Phase 1 requirements schedule for ISD Portal, UCL and CC components ✓ Input to the ISD Program Charter, ISD Portal Project Charter, and the UCL and CC Project Charter (PMM-0101) and the Project Plan (PMM00102)	200 hours	$28,332
3	• Phase 1 Tools and Technologies session o Project Management and Reporting tools o Application Lifecycle Management (ALM)/DevOps ➢ Requirements/User Stories capture tool ➢ Dev IDE ➢ Integration toolkit ➢ Build tools for Continuous Integration ➢ Quality Control Toolkit o High level Architecture for all components o EASA initial documentation	✓ Input to the Phase 1 Initial Software Configuration Management Plan (SEM-0302)	200 hours	$28,332
4	• Phase 1 Integration Approach o Identify Integration touchpoints for Phase 1	✓ Input to the ISD Concept of Operations	200 hours	$28,332

	o Identify internal/external agencies and systems to integrate o Integration stakeholder group identification ➢ Conduct Initiation and Planning workshops			
5	• Phase 1 Licensing and environments session	✓ Input to the Phase 1 Initial ISD Infrastructure Plan	250 hours	$35,415
Total Committed Work and Deliverables			**1,200 hours**	**$170,000**

II. Requirements

Below are general system requirements for the MDHHS ISD Projects components.

General System Requirements

ISD portal:

1. Create a portal that focuses on holistic, proactive, and preventative services and outcomes.
2. Create a service support structure that helps achieve person-centric outcomes, which enable customers to access self-service resources, community partners, and specialized case workers.
3. Create a platform for relationship management and success plan support that utilizes success coaching strategies as the basis of customer interactions.
4. Develop a system that orients solutions toward solving root causes rather than symptoms.
5. The creation of a modular system whereby person-centric modules can be constructed and added on as defined by strategic priorities
6. Develop a portal that is the integration point for MDHHS programs and services, including integration with the Universal Caseload system and Contact Center.
7. Development of a holistic process and needs assessment that connects customers with supports that address those needs and help develop a plan aimed at improving a customer's overall stability.
8. The ISD Portal scope for Phase 1 includes a web portal to help Success Coaches and Citizens perform a Needs Assessment based on the following domains:
    - Housing
    - Income/Employment
    - Food
    - Child Care
    - Physical and Mental Health
    - Disabilities
    - Education
    - Parenting Skills
    - Life Skills
    - Family/Social Relations
    - Transportation
    - Safety

9. The portal will also provide functionality to build and maintain a Success Plan tailored to the particular needs and goals of the Family/Individual. Below is the list of functional components and a brief description:

   - General
     - User registration and account creation for citizens and success coaches
     - Ability to capture customer feedback
     - Access to relevant information in the portal with and without users logging in
   - User Experience
     - Interactive and simplified user experience
     - Search driven menu to view support services organized by life events
     - Ability for Success Coaches and Customers to communicate with each other (leave notes or email)
   - Needs Assessment
     - Brief and Targeted Needs assessment screens/questions
   - Success Planning and Support Selection
     - Success Plan for Family/Individual
     - Plan includes goals with detailed activities and community resources to support those goals
   - Common/Holistic Application for MDHHS Supports/programs
     - Functionality where application data will be collected for MDDHS programs and automatically shared with Bridges system. Programs include Medicaid, Cash, SNAP, State Emergency Relief (SER) and Child Day Care (CDC)
   - Referrals
     - Generate service referrals to Success Coaches within ISD Portal
   - Consent Management
     - Seek customer consent to share customer information with Success Coaches
   - Other features
     - Community Resources database search
     - Dashboards for Success Coaches and Citizens
     - Chat for communication between Success Coaches and Citizens
     - Document Upload
   - Portal Integrations
     - 211 for community resources
     - MiLogin for user registration
     - Bridges for pulling up existing customer information and sending applications
     - Tool for capturing digital signatures
     - Tool for providing SMS functionality
     - Outlook for calendar sync up
     - FileNet for managing documents
     - MAGI Service
     - Master Client Index (MPI, EIM or similar)
     - Enterprise Service Bus – SOM Hub

Universal Caseload (UCL)

1. Create a custom web-based application for the UCL features. The UCL technology solution will be integrated with the existing States' Bridges Eligibility system and case management. Changes will be released to the existing Bridges system to streamline the UCL integration concurrently with the development and implementation of UCL.

2. Increase in case management efficiency through task repetition, specialization, and through virtual management of resources.

3. Create a task-oriented case management model whereby casework tasks are managed functionally (i.e., based on case management roles) and distributed across staff regardless of geographic region.

4. Develop a targeted training program whereby newly hired staff benefit from skills-based training modules and progress to a new task once a new skill has been mastered.

5. The elimination of the single casework owner barrier to effectively distribute work across local offices and other geographic regions.
6. Eliminate case worker tasks that can be provided by other self-service mechanisms.

Contact Center (CC)

1. Create a statewide contact center that integrates with the Integrated Service Delivery platform and with the Universal Caseload system, which enables information sharing to resolve cases in real-time (i.e., one-call resolution).
2. Utilize DTMB's Enterprise Contact Center cloud based technology solutions. The specific contact center technologies will be finalized during detailed requirements.
3. Develop a system whereby case workers are freed up from responding to inquiries for things that could be handled by an automated self-service system.
4. MDHHS currently has multiple contact numbers for beneficiaries to call for specific issues.
5. In the future, a single point of contact toll free number will be created and will prompt beneficiaries for specific information and route the call to individuals depending on the expertise needed.
6. Strategic reporting will be created to measure the key performance indicators of the contact center to identify areas for improvement regarding one-call resolution, average speed to answer, abandon rate, etc.
7. Automated self-service will be available to answer common beneficiary questions which will assist in worker productivity by freeing up the worker for other task based things.

1.105 ANTICIPATED INITITATION AND PLANNING TIMELINE

Initiation and Planning for the MDHHS ISD project is estimated to begin on December 5, 2016. Changes to the below schedule will be managed by the established Project Change Request approval process.

Project Documentation Milestone	Initial Submission	Client Submission	Final Sign Off
ISD Program Charter	12/22/16	12/29/16	12/30/16
ISD Portal Project Charter	12/16/16	12/29/16	
UCL Project Charter	12/22/16	12/29/16	
Initial Software Configuration Management Plan (SEM-0302)	12/16/16	12/22/16	
ISD Concept of Operations			
Phase 1 requirements schedule	12/22/16	12/29/16	

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work.

A. Contractor Staff

Subject to the Contract terms, Section 5.4, the Key Contractual resources identified by the Contractor to complete Initiation and Planning efforts for Phase I are:

Key Personnel Role	Duties/Responsibilities
Primary Contact (SPOC)	• Support the management of the Contract

(Hari Murthy)	• Facilitate dispute resolution • Advise the State of performance under the terms and conditions of the Contract
Project Manager (Manoj Zutshi, GP Sankaranarayana 100% allocated)	The Contractor Project Manager shall interact with designated personnel from the State to effectuate a smooth transition to the new system. The Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's Project Manager's responsibilities include at a minimum: • Manage all defined Contractor responsibilities in this SOW. • Manage Contractor's subcontractors, if any • Develop the project plan and schedule, and update as needed • Serve as the point person for all project issues • Coordinate and oversee the day-to-day project activities of the project team • Assess and report project feedback and status • Escalate project issues, project risks, and other concerns • Review all project deliverables and provide feedback • Proactively propose/suggest options and alternatives for consideration • Utilize change control procedures • Prepare project documents and materials • Manage and report on the project's budget
Business Analysts (Bridget Napolitano, Sophia Lim, Tyler Focht, Zack Schmitz 100% allocated)	The Contractor business analysts are responsible for managing business requirements and functional design for the ISD Portal. The Contractor Business Analyst responsibilities include, but are not limited to: • Lead and facilitate planning sessions • Document and Distribute to the ISD Project Team, planning sessions meeting minutes, action items, and other relevant planning session documentation • Collaborate with State's business SME to understand business needs and provide design solutions

The following roles are Non key Staff; however this list is not inclusive of all the Contractor Staff that may perform work effort on this project:

Non-Key Personnel Role	Duties/Responsibilities
Salesforce experts	• Identifying the components needed to be built for ISD portal • Identifying specific integration points with external systems • Identifying specific ALM tool sets, processes, etc • Identifying apps to meet the business functional requirements
Technical architects	• Create a tech roadmap for ISD • Contribute to the concept of operations
Subject Matter Experts	• Organizational change management (OCM) discussion with the state • OCM best practices

B. On Site Work Requirements

1. Location of Work

Tasks associated with this project will be performed at the State in Lansing, Michigan and at the Contractor's location(s), or other locations, as directed by the State and as required by the effort.

2. Hours of Operation:

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

3. Travel:

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

4. Additional Security and Background Check Requirements:

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

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke Contractor's access to State resources at any time. However, revoking access may impact the schedule.

The State project team will consist of Executive Subject Matter Experts (SMEs), project support, and a MDTMB and Agency project manager:

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan

- Provide sign-off of Final State Acceptance
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Name	Agency/Division	Title
Linda Pung	MDTMB	General Manager / Project Manager
Karen Parker	MDHHS	General Manager / Project Manager

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

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

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Schedule the planning sessions and meetings
- 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 invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title	Supporting Role
Judy Odett	DTMB Technology and Database Support	Business Relationship Manager	ISD Technical Owner
Kemal Tekinel	DTMB Eligibility	Business Relationship Manager	UCL Technical Owner
Neal Slagle	DTMB Enterprise Call Center	Business Relationship Manager	Salesforce Center of Excellence
Kevin Adler	MDHHS Business Integration Center (BIC)	BIC ISD Program Manager	ISD Program Manager

The above list comprise State leads for the MDHHS ISD project and are not inclusive of all State staff performing work effort on this project.

1.300 Project Plan and Management

The Contractor must adhere to the processes as defined within the Contract under Article 1, Statement of Work, sections 21.300 Project Initiation and Planning and 21.400 Project Management

1.301 REPORTS

A weekly progress report must be submitted in a format mutually agreed upon to the DTMB Project Manager throughout the life of this project. Each weekly progress report must contain the following:

1. **Status**: Indicate performance on the scope, schedule, milestones and deliverables.

2. **Current Activities**: Indicate the projected tasks and activities that will be worked on over the next reporting period in relation to the scope, schedule, milestones and deliverables.
3. **Key Accomplishments**: Indicate activities and tasks worked on and what was completed during the current reporting period.
4. **Issues and Risks:** Indicate any concerns or topics that may jeopardize the scope, schedule, milestones and deliverables.

1.500 Acceptance

1.501 DELIVERABLE ACCEPTANCE CRITERA

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Draft documents are not accepted as final deliverables.
3. Documents will be reviewed and accepted in accordance with the requirements of this SOW.
4. DTMB and MDHHS will review documents within 5 business days.
   a. Approvals will be written and signed by ISD Program Manager and the DTMB Business Relationship Managers.
   b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402

1.502 ACCEPTANCE

Written 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. 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.

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

as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

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

1.503 FINAL ACCEPTANCE

Payment will be made upon the Contractor providing all Deliverables identified in Section 1.104 Work and Deliverables and acceptance has been granted by the State as per Section 1.500 Acceptance.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment
Payments to the Contractor will be made on a firm, fixed lump sum payment payable upon State Final Acceptance of deliverables and Initiation and Planning Stage Exit (SEM-0189).

The total proposed fees for this phase of the project are **$170,000.00 USD,** based on engagement starting on 12/05/2016 and ending on 01/31/2017, any delays to the I&P phase due to unavailability of State resources will be managed by established change control process.

DTMB will pay the Contractor upon receipt of properly completed invoices and supporting signed acceptance documents by DTMB and MDHHS. Invoices must be submitted to the billing address on the State issued purchase order not more often than monthly. All invoices should reflect actual work completed by payment date, and must be approved by the DTMB Project Manager prior to payment. DTMB Accounts Payable area will coordinate obtaining approval from the DTMB Project Manager, which will be provided only upon the completion of each release and the deliverables outlined for the release. The invoices shall describe and document to the State's satisfaction and a description of the work performed and the progress of the project. All invoices must include the State of Michigan issued purchase order number.

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

Contractor will be required to submit an Administrative Fee (see Section 2.031) on all payments remitted under the Contract. The Bidder should consider Administrative Fee requirements when developing its price proposal.

Extended purchasing program volume requirements are not included, unless stated otherwise.

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

Out-of-Pocket Expenses
Contractor out-of-pocket expenses are not reimbursable by the State.

CONTRACT CHANGE NOTICE

Change Notice Number **9**
to
Contract Number **071B5500113**

CONTRACTOR	
	Deloitte Consulting LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	*******4513

STATE		
Program Manager	Tim Gajda	DTMB
	517-284-5345	
	gajdat@Michigan.gov	
Contract Administrator	Malu Natarajan	DTMB
	(517) 284-7030	
	NatarajanM@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: case mgmt system for MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐P-card	☐Direct Voucher (DV)	☐Other	☒Yes	☐No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,847,318.00	$ 60,000.00	$4,907,318.00

DESCRIPTION: Effective April 26, 2016, the following Statement of Work is incorporated into the Contract for the development of an environmental risk assessment and compliance system for MDARD using the Sales Force platform and $60,000 is added to the contract. All other terms, conditions, pricing and specifications remain the same. Per contractor, agency and DTMB Procurement agreement.

The amount available to add prior to returning to Ad Board for approval is $65,000.00.

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

Project Title: MDARD – MAEAP Verification Program	**Period of Coverage: 08/01/2016 – 10/31/2016**
Requesting Department: MDARD	**Date: 07/27/2016**
Agency Project Manager: Mark Swartz	**Phone: 517-284-5605**
DTMB Project Manager: Laura Brancheau	**Phone: 517-282-6826**

Brief Description of Services to be provided:
This Contract change notice is issued to Deloitte Consulting LLP ("Contractor") to design, configure, integrate, test, and implement a new case management system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Department of Agriculture and Rural Development ("MDARD"). This Statement of Work describes the specific requirements that will allow the solution to be utilized by the Michigan Agriculture Environmental Assurance Program (MAEAP), which is part of MDARD's Environmental Stewardship Division (ESD) within MDARD.

This SOW describes the specific requirements that will allow the solution to be utilized by the MAEAP. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

BACKGROUND:
The Michigan Agriculture Environmental Assurance Program (MAEAP) is a voluntary program to help farms of all sizes and commodities eliminate or prevent agricultural pollution risks. The program includes Farmstead; Cropping; Livestock; and the newly-developed Forest, Wetlands and Habitat systems.

It reduces farmers' legal and environmental risks through education, the completion of a farm-specific risk assessment and an on-site verification that ensures that the farmer has implemented any necessary environmentally-sound practices. Once identified issues have been resolved, MDARD staff members are assigned to complete an on-site visit to approve the operation for verification. Farms that are verified as meeting program standards can display signs announcing their MAEAP verification.

The new system will provide role-based security administration, which will help manage confidential data. The web-based system will be used by Conservation District (CD) technicians to track risk assessments and the implementation of alternative low-risk practices with participating farmers. The system will help consolidate several manual procedures in the verification process and provide forms to automate the maintenance of the farmer and farm data.

PROJECT OBJECTIVE:
Provide an additional Sprint in order to cover Reporting not identified as required by the MDARD Staff at the time of the original SOW and Estimate provided by Deloitte. Continued efforts on the Agile team have ideintified additional user stories necessary to be implemented at the time of the original implementation in order for the Agency to immediately begin reporting required. Additionally, extra time is added to allow for the UAT testing necessary to ensure a quality solution. The MDARD team is small and covering the amount of work as well as can be expected, DTMB resources were added to aid in the workload.

SCOPE OF WORK:

US-0054	I want to Be able to select the A*Syst version number already in the TECH VISIT table , question number, and conservation practice for each action item So That I can reference back to the question on the A*Syst pdf
US-0060	I want to Capture project code on farm (able to add one or many). So That I know which projects a farm is implementing
US-0061	I want to Indicate specific project code per conservation practice on the stewardship plan (default value should be same project code captured on farm) So That I am aware of which conservation practices are related to which projects and can facilitate the stewardship practice implementation on a farm
US-0067	I want to System indicates Business Entity and Farm has achieved Tier 1 and generates congrats letter from the technician if the producer hasn't signed a waiver and from the Department if they have. So That Farms that have Tier 1 can be recognized in the system. We can generate reports showing number of producers and farm acreage at participation, Tier 1, and Verification levels of accomplishment
US-0080	I want to generate a MAEAP Verification Certificate when a farm verification status is changed to Verified for wet signature by MDARD Director if first or image signature if reprint So That It can printed in batch for Director's signature or reprinted if lost by the owner
US-0081	I want to generate congrats letter when a farm verification status is changed to Approved for electronic signature by Joe So That It can printed in batch for mailing
US-0084	I want to generate congrats letter from Jamie when the first time a farm is verified. So That letters and be printed in batch for signature by the director.
US-0085	I want to Select multiple certificates to print at a time So That I can print the certificates
US-0086	I want to Select multiple letters to print at a time So That I can print a batch of letters at once
US-0087	I want to Format Correspondence Letters to display addresses through view-window envelopes So That The address can be seen through the window envelope and I don't have to print mailing labels
US-0089	I want to Generate a reminder notice 6 months, 2 months, 1 month after verification expires So That MDARD can print and mail the letters
US-0107	I want to Generate an Environmental Report Letter for each Farm that has achieved Tier 1 status So That The producers know how much environmental impact has been made
US-0108	I want to Generate a Cover Sheet that is prepopulated with Farm information So That I can bring the sheet to the Farm, and staple it to the checklist then give it to the farm.

TASKS:
Complete configuration of the reports in the Force.com Salesforce cloud to be tested by the MAEAP staff.

DELIVERABLES:
Add Sprint 6 Story Board to Tracker with updated User Stories
Add Acceptance Criteria to Tracker for the User Stories
Customize the Reports in MAEAP Salesforce Cloud
Train the Trainors on the use of the customized reports in MAEAP Salesforce
Migrate to Production with the original 5 Sprint Stories

ACCEPTANCE CRITERIA:
Acceptance Critieria is provided on each of the User Stories in the Sprint 6 Story Board referenced above as the scope above.

PROJECT CONTROL AND REPORTS:
UAT Test result reports showing the test cases passed associated to payment processing

SPECIFIC DEPARTMENT STANDARDS:
None specified

PAYMENT SCHEDULE:
$60,000 , fixed price. Cost per spirnt is the average cost calculated based on the total original amount $360,000

and 6 sprints.

EXPENSES:
$0.00

PROJECT CONTACT:
Laura Brancheau, DTMB Sr. Project Manager
Mark Swartz, MDARD MAEAP Program Director

AGENCY RESPONSIBILITIES:
Reserved

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:

1. **Location of Work:**

Work performed in the execution of this contract should occur at State facilities or Contractor offices located within the continental borders of the United States; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

The Solution is a SaaS hosted solution and the State prefers the testing and installation effort occur in Lansing Michigan.

The Contractor must identify in their proposal, with supporting justifications, the need to locate resources in State owned facilities. The State will consider these requests but cannot guarantee acceptance. In all scenarios it is the responsibility of the Contractor to secure space for Contractor resources in support of the project.

Contractor's Development Center Use

Contractor has multiple development centers and will allocate work to these development centers to help keep the Solution on time and in budget as negotiated. Future work performed at the Contractors development centers will be controlled by the language in future SOWs for additional work by other agencies off of this contract.

2. **Hours of Operation:**

   a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

   b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

   c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

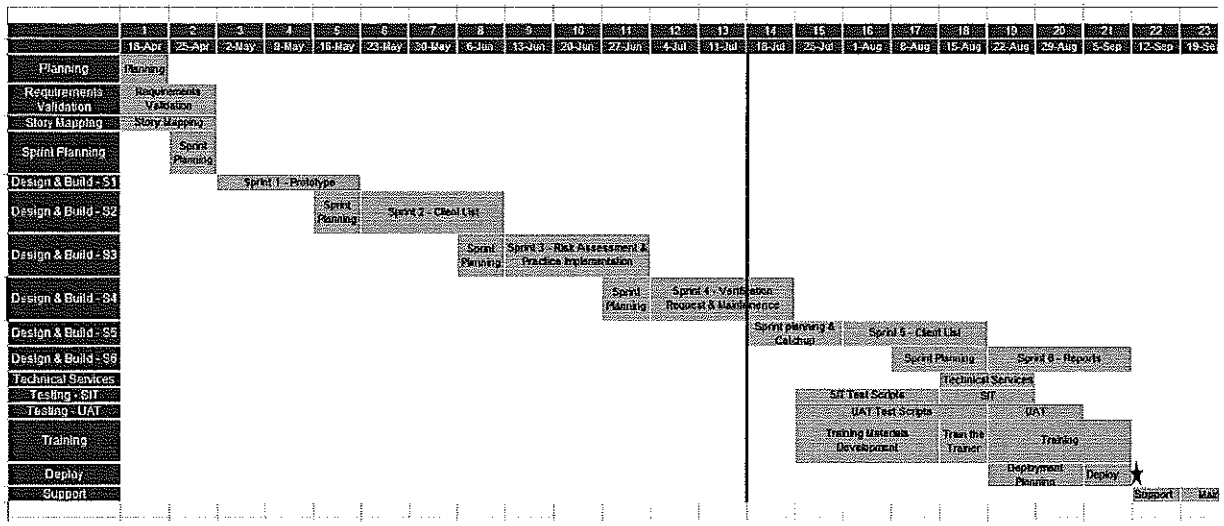
3. **Travel:**

   a. No travel expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.

   b. Travel time will not be reimbursed

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
See above section

Scehdule: - This Sprint is referred to as S6 in the below timeline



Estimate:

1) $60,000 for 3 weeks of the extension at the Deloitte contracted rate. The total extension is 4 weeks and Deloitte is charging only for 3. Add to the existing contract PO.
2) Basic Gov Licenses 2,052.00 per year on 3-year contract. After year 3, restricted to 3% increase.

Additional expenses not needing funding increase through an ITRAC:

- MDARD Resources will be engaged longer on the project to complete UAT, Train the Trainer and End User Training (2 weeks post go-live September 12 – 23).
- DTMB Resources were added at 25% (2 resources) to assist with Output documents, reports, and Test Case creation/Testing Support. $9,000.00 (cross charge)
- DTMB PM 4 weeks at 4 hours per week anticipated to increase expense by $1,920.00 (cross charge)

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **071B5500113**

CONTRACTOR	
	Deloitte Consulting LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	*******4513

STATE			
	Program Manager	Tim Gajda	DTMB
		517-284-5345	
		gajdat@Michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		NatarajanM@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: case mgmt system for MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐P-card	☐Direct Voucher (DV)	☐Other	☒Yes	☐No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,847,318.00	$ 0.00	$4,847,318.00

DESCRIPTION: Effective September 30, 2016, Ad Board approved funding for Statewide planned work projects. Separate Statement of Work will be sent to DTMB Procurement for approval and approved funding will be made available on the contract as required. All other terms, conditions, specifications, and pricing remain the same. Per agency request and DTMB Procurement agreement, and State Administrative Board approval on 9/29/2016.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 071B5500113

CONTRACTOR	
	Deloitte Consulting, LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	000004513

STATE		
	Jodi Simon	DTMB
	517-241-9277	
	simonj@michigan.gov	
	Lorri White	DTMB
	514-284-7088	
	Whitel13@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: **CAD CoE Salesfource Resources**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 – 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
N45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
4,759,788.00	63,520.00	4,823,308.00

DESCRIPTION: Provide a brief description of the change(s) being made to the original Contract and/or previous Change Notice(s). **Resources needed to help SOM stand up a Salesforce Center of Excellence (CoE). Several agencies have plans to implement projects on the Salesforce platform. The CoE is being put in place to centralize knowledge, processes and procedures for use by all agencies for consistent development and implementation of this new technology. All other terms, conditions, specifications and pricing remain the same. Per contractor and Agency agreement and approval by DTMB Procurement.**

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET

IT SERVICES
ESTABLISH A CLOUD COE STATEMENT OF WORK
071B5500113

PROJECT TITLE: **SALESFORCE A CLOUD APPLICATION SERVICES CENTER OF EXCELLENCE**	**PERIOD OF COVERAGE:** **APRIL 11, 2016 - SEPTEMBER 30, 2016**
REQUESTING DEPARTMENT: **MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**	**DATE:** **AUGUST 1, 2016**
DTMB PROJECT MANAGER: **NEIL SLAGLE**	**PHONE:** **517-636-4741**

Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This Statement of Work (SOW) is created for Deloitte Consulting LLP ("Contractor") to provide a set of fixed resources for a fixed 16 week duration in support for Phase 1 (at no charge) to establish a Cloud Application Service Center of Excellence (Cloud CoE). Phase 2 is for resources until Sept 30, 2016 (at price listed below). The Department of Technology, Management & Budget (DTMB) is receiving requests for assistance to implement CRM and other applications using Salesforce from State Agencies. DTMB is experiencing a number of these requests and wants to establish a Cloud CoE to be responsive to the Agencies.

DTMB envisions the Cloud CoE will deliver high quality solutions to the Agencies in a cost effective way. The Cloud CoE will initially use Salesforce products as the enabling technology. The Cloud CoE will oversee the entire system development lifecycle for Agencies requesting Salesforce solutions. This includes receiving project requests from the Agencies, application delivery, release management, and application support and enhancement. The Cloud CoE will provide value to the Agencies by providing a full service capability delivering requested solutions with consistent processes and quality.

The objectives of establishing a Cloud CoE is to:

- Define an approach to be responsive to the Agencies for Salesforce CRM and application projects (initial scope of service)
- Design consistent delivery processes, technology standards, and quality reviews
- Establish a centralized oversight organization focused on enabling project successes
- Define governance processes to provide strategic and operational direction for the Cloud CoE
- Initiate communication processes to enable consistent understanding of project progress and success measures

Deloitte has defined a process to establish a Cloud CoE for the State of Michigan. This SOW defines the assistance Deloitte will offer for Phase 1 and Phase 2 – Design and Pilot the Cloud CoE. This SOW describes the approach that will allow the solution to be used by the DTMB. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

The State wishes to establish a Cloud CoE. When implemented, the Cloud CoE will consist of: (1) a robust engagement model, (2) delivery approach, (3) definition of governance needed to build a sustainable organization, and (4) define a communication strategy. The Cloud CoE's mission is to enable efficient planning, delivery, and support of projects using Salesforce solutions. In scope activities, which Deloitte and the State of Michigan team ("Cloud CoE Team") will work to prioritize and to accomplish as much as possible of the following:

Establish the Operational Model

- Define how projects get prioritized, funded, and sequenced
- Define a funding model approach for the Cloud CoE
- Establish the State Agencies engagement model
- Determine approach to assist in integration and align with projects that are in flight
- Define the CoE Adoption Approach

Implement the Governance Approach

- Define governance body and processes based on required operational and strategic oversight
- Assess process consistency/variability across the current Orgs based on interviews of the State Agencies Salesforce.com "Org" owners or their designee
- Establish the Stakeholder Engagement & Governance Process
- Define Platform guiding principles to use Salesforce.com as a platform (Use Case)
- Continuously engage GMs and programs to ensure alignment and manage evolution of the core Salesforce.com "Org" governance model and process

Define the Cloud CoE Organizational and Delivery Model

- Define and/or refine CoE organizational structure
- Define and/or refine CoE governance structure
- Define and/or refine CoE roles and responsibilities
- Define and/or refine communication plan (Project, Program, Committee meetings and cadence)
- Identify tools in place and/or gaps to manage
    - Project activities, task, resources, and dependencies
    - Requirements
    - Change request
    - Issues and risk
    - Test cases
    - Deliverables and project artifacts
- Recommend solutions to identified tool gaps
- Define recommended delivery methodology to deliver Salesforce projects
- Propose technology standards:
    - Rough Order of Magnitude Estimator
    - Estimate Product Licensing
    - Enterprise Architecture
    - Salesforce Org Strategy
    - Coding and Development Standards
    - Environment Standards (e.g., Salesforce vs. Government Cloud guidelines)
    - Integration Standards
    - Data Quality Standards
    - Security Standards
    - Release Management Approach
    - Testing Approach

- Training Approach
- Serve as process coaches to the pilot project Teams and technical points of contact
- Collect input and feedback from pilot projects and refine processes, standards and tools to be used by future Salesforce projects

1.102 OUT OF SCOPE

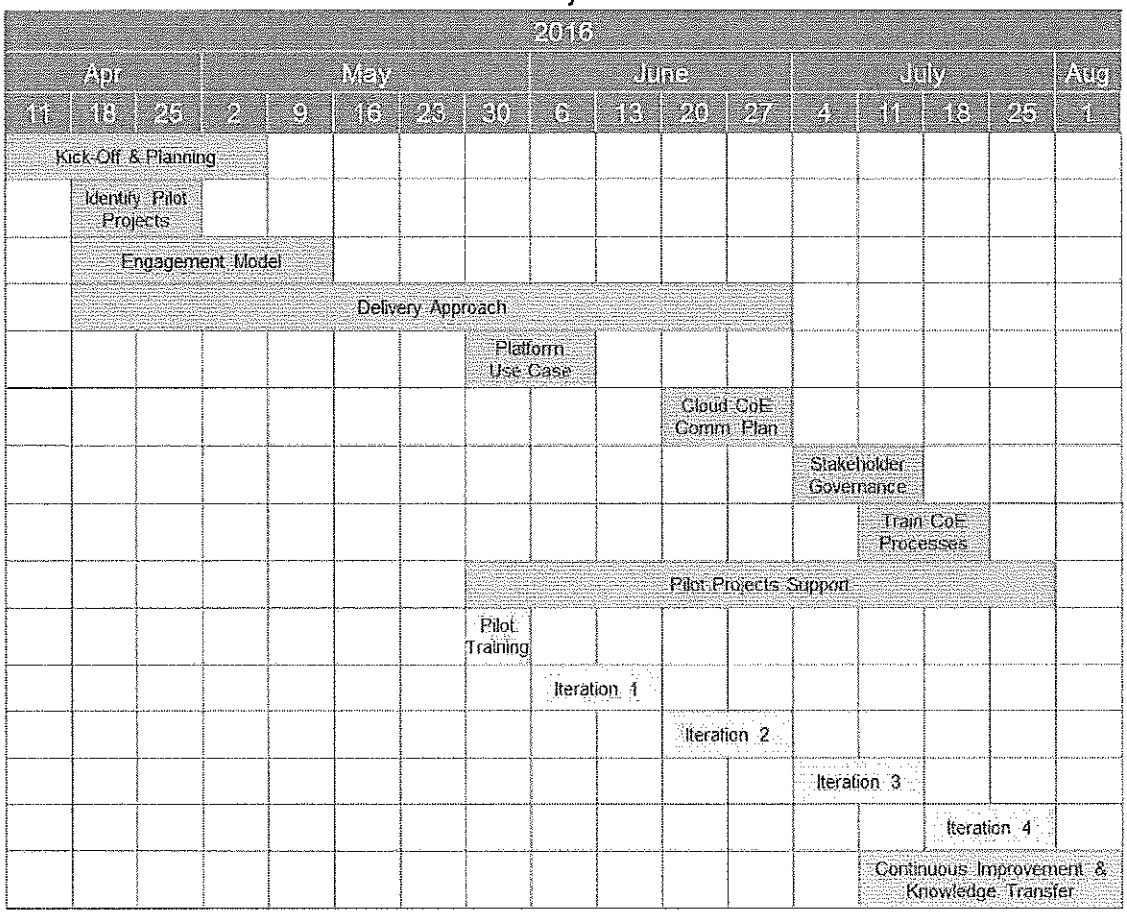
The following efforts are out of scope under this statement of work:

- Delivery of projects
- Establishment of environments
- Procurement of Salesforce products

1.103 ANTICIPATED PROJECT TIMELINE

Work activities focused on establishing the Cloud CoE Phase 1 will use a fixed 16-week timeline. During this timeline, the Cloud CoE's Team will prioritize activities such as defining the roles, processes, and standards. The diagram below defines the anticipated timeline including key activities and deliverables to establish the Cloud CoE:

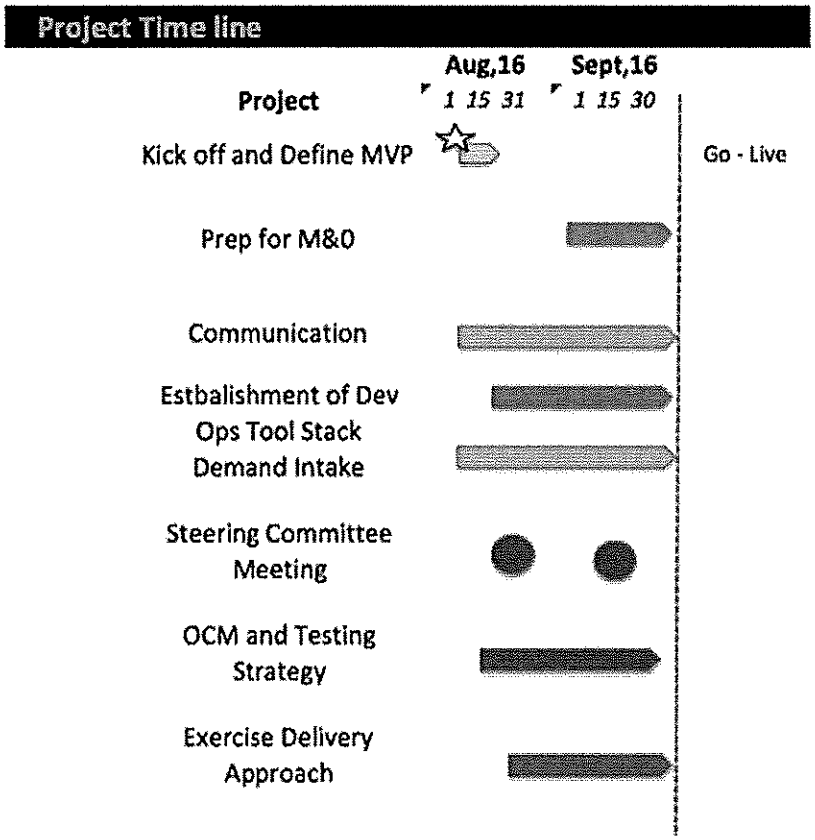
Pro Bono Project Timeline



Color Key	Principle Activities
Phase 1.1	Engagement Model Definition, Delivery Approach, and Pilot Project Identification
Phase 1.2	Cloud CoE Process refinement and Pilot Project Support
Phase 1.3	Development of Funding model and Communication Strategy and continuous improvement and Knowledge Transfer

In Phase 2 the timeline and activities are below.

PHASE II PROJECT TIMELINE



Deliverables list of activities (Aug – Sept 30)

1. Prepare Communication Strategy plan for CAD CoE for FY 17 outlining key activities on a roadmap – Owners SoM (Primary)/ Deloitte (Secondary), Type > Deliverable
2. Conduct Communication related activities like town-hall meetings, one to one meeting with the Agency services and their customer – Owners SoM (Primary)/Deloitte (Secondary) > Type Work Product
3. Conduct demand intake for new requests – Owners Deloitte (Primary) - Type > Work product
4. Confirm availability of ESB – Owner SoM (Primary)/Deloitte (Secondary) - Type > Work product
5. Confirm availability of eTFS required for SF projects – Owner SoM (Primary)/Deloitte (Secondary) - Type > Work product
6. Finalize Funding Model and secure M&O staff and onboard the support resources – Owner SoM (Primary)/ Deloitte (Secondary) - Type > Work product
7. Testing Strategy Document – Owner Deloitte (Primary) - Type > Deliverable
8. Organization Change Management (Train the trainer on CoE methodologies) – Owner Deloitte (Primary) - Type > Deliverable

1.104 ANTICIPATED PROJECT DELIVERABLES

The purpose of this section is to outline the expected deliverables to accomplish the work described in this SOW. The deliverables may be modified during the project as required in order to prioritize the output of the fixed resources being provided by Deloitte under this SOW. As a result, some deliverables may not be accomplished given the fixed time and resources.

Phase 1 and Phase 2	Draft Author
• Project Management Approach Document	Operations Lead
• Identify Initial Cloud CoE Pilot Project(s)	Cloud CoE Co-Leaders
• Prioritization Model	Operations Lead
• State Funding Model	Cloud CoE Co-Leaders
• FY017 budget forecast	Cloud CoE Co-Leaders
• Agencies Engagement Model	Process Analyst
• Cloud CoE Adoption Strategy	Cloud CoE Co-Leaders
• Cloud CoE Governance Model	Operations Lead
• Cloud CoE Roles and Responsibilities	Operations Lead
• Cloud CoE ROM Estimator	Operations Lead
• Cloud CoE Delivery Model	Operations Lead
• Procurement Process Definition	Procurement Liaison
• Salesforce Org Strategy	Technical Architect
• Coding and Development Standards	Technical Architect
• Data Quality Standards	Technical Architect
• Release Management Process	Technical Architect
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• Salesforce Platform Use Case	Technical Architect
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• Phase 1 Retrospective	Scrum Master
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• Phase 2 Testing Strategy	Technical Architect
• Phase 2 Organization Change Management	Operations Lead

Deliverable Process

All completed deliverables must be submitted in a format approved by the DTMB contract official.

Deliverable Timeline

The timeline on the previous page maps the activities scheduled to occur through September 30, 2016. During this time, the Cloud CoE Team will begin to define how the Cloud CoE will operate. Additionally during this period, the Cloud CoE Team will conduct knowledge transfer to the DTMB to assist them with assuming these roles. The Cloud CoE Team will work to accomplish as per defined MVP and will work with the State Team members to prioritize activities and deliverables.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

Deloitte is proposing the following roles and fixed resources for the duration of this SOW to assist DTMB to establish the Cloud CoE:

Role	Name	Weekly Time Commitment	Duties/Responsibilities
SOW Primary Contact	Richard Wackerbarth	1 Day	1. Support the management of the Statement of Work 2. Facilitate dispute resolution 3. Advise the State of performance under the terms and conditions of the Contract 4. Provide guidance on establishing Cloud CoE
Operations Lead	Raj Doohan	5 Days	1. Documenting and presenting the services and processes that will be required to establish the Cloud CoE 2. Work with the Cloud CoE Co-Leaders to support Pilot Projects 3. Creating and managing the governance processes to be used by pilot project Teams 4. Assist CoE Leaders in development Communication Strategy and Funding model for the CoE program.
Technical Architect	Unni Pillai	5 Days	1. Defining and refining the technical deliverables 2. Providing guidance to the application delivery Teams on standards and tools 3. Establishing the development guidelines and technical process reviews 4. Facilitating initial demand intake activities involving fit for force, high-level solution design and effort estimating 5. Serving as a technical point of contact to pilot project Teams

B. On Site Work Requirements

1. Location of Work

Tasks associated with this project will be performed onsite at State offices in Lansing, Michigan, to be selected by the State.

2. Hours of Operation:

a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Thursday onsite. On Friday the Deloitte Team, members will work remotely.

b. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

a. Travel expenses will not be reimbursed. This includes travel costs related to training provided to the State by Contractor.
b. Travel time will not be reimbursed.

4. **Additional Security and Background Check Requirements:**
Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- Desks
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke assess to State resources at any time.

Staffing

DTMB will provide a Project Manager who will be responsible for the DTMB's infrastructure and bringing DTMB business leaders and staff, and coordinate with Deloitte in supporting the management of the SOW.

Key Personnel Role	Name	Weekly Commitment Estimate	Duties/Responsibilities
Cloud CoE Steering Committee	TBD	.5 Days	1. Providing approval to allocate funding and resources 2. Working with the Cloud CoE Co-leaders in defining all the members of the Steering Committee 3. Establishing the priorities, strategy and vision of the Cloud CoE
Cloud CoE Co-Leaders	Jodi Simon & Neil Slagle	2 Days	1. Identifying and managing core resources within Cloud CoE and responsible for capacity and resource allocation 2. Working with the external vendor to identify resource gaps

			3. Serving as the key POC for the Cloud CoE and providing communications to DTMB 4. Working with the Operations Lead to outline key frameworks and deliverables 5. Approving changes to Cloud CoE standards/policies/ best practices across enterprise
Process Analysts	TBD	2.5 Days	1. Working with the Operations Lead and Cloud CoE to get the Engagement Model and Delivery Approach defined 2. Deliver process and standard training to pilot project Team 3. Working with pilot project Teams to ensure Cloud CoE processes are followed 4. Working on key deliverables specifically involving the Engagement Model and Delivery Approach 5. Collect and provide feedback on process improvements from pilot project Teams
Enterprise Architect	TBD	1 Day	1. Providing architecture guidance at the enterprise level 2. Work with the Technical Architect to provide input on technical standards 3. Defining the enterprise architecture with tools and processes
Security SME	TBD	1 Day	1. Establishing security standards that are unique for DTMB 2. Evaluating and assessing security demands for the application, data, and user community in coordination with DTMB standards 3. Establishing the security standards and guidelines
Procurement Liaison	TBD	1 Day	1. Procuring Salesforce products for pilot project delivery 2. Facilitating contract negotiations with supplier/vendors for application development in shared environment

The DTMB Cloud CoE Leadership will also provide the following services:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Provide acceptance and sign-off of deliverable/milestone
- Escalate outstanding / high priority issues
- Ensure timely availability of State resources
- Lead governance meetings (e.g., Steering Committee Meetings)

1.400 Acceptance

1.401 ACCEPTANCE CRITERIA

Document Deliverables

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Documents will be reviewed and accepted in accordance with the requirements of this SOW
3. DTMB will review documents within three business days.

a. Approvals will be written and signed by DTMB Project Manager.
b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

1.402 FINAL ACCEPTANCE

In the event the work and/or deliverable is not accepted by the DTMB Co-Leaders, the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless both parties agree an alternate solution. The State will own the deliverable after the second iteration and will be responsible to update and refine the deliverable(s) based on the experiences and needs of the State.

1.500 Compensation and Payment

1.501 COMPENSATION AND PAYMENT

Method of Payment

Deloitte is making an investment in Phase 1 and thus there are no professional fees to be paid by the State. Deloitte's investment is specifically to provide an Operations Lead and a Technical Architect for an initial 16 week timeline to provide advice, sample deliverables and assist the State Team Members to accomplish Phase 1 activities. The Phase 2 activities will use the contract standard rate card and Deloitte agreed to split the cost with the State (50/50) the total cost from August 9, 2016 to September 30, 2016. The resource roles from contract page 201 will be as follows:

1. Two (2) Technical Lead contract rate card $170.00 – full time resources
2. One (1) Senior Project Manager contract rate card $190.00 – 30% of a resource (12 hours/week)
3. Total cost after Phase I for period August 8, 2016 to September 30, 2016 is $127,040. The state will cover 50% at $63,520.

COE Phase 2 Cost Breakdown

The following are the hourly billing rates for the staff providing services during Phase 2, August 9 through September 30, 2016 supporting the completion of deliverables listed in Section 1.103. Anticipated Project Timeline, and the detailed breakdown of hours over the eight-week duration of Phase 2.

Sr. Project Manager	$190
Technical Lead	$170
Operations Lead	$170

Stage	Resources Required	Percentage of effort	Planned Hours per resource	Cost per resource	Total # of hours	Total Cost
Stage A – Aug. 8 thru Sept. 2	Sr. Project Manager	13.0%	48	$9,120.00	368	$63,520.00
	Operations Lead	43.5%	160	$27,200.00		
	Technical Lead	43.5%	160	$27,200.00		
Stage B – Sept. 5 thru Sept. 30	Sr. Project Manager	13.0%	48	$9,120.00	368	$63,520.00
	PM/Operations Lead	43.5%	160	$27,200.00		
	Technical Lead	43.5%	160	$27,200.00		
		Subtotal	736	$127,040.00	736	$127,040.00
		Less Deloitte Investment				($63,520.00)
		Revised Total Project Phase 2 Cost				**$63,520.00**

Resources Required	Total Hours per resource	Blended Rate/ Hour = $172.61
Sr. Project Manager	96	
Operations Lead	320	
Technical Lead	320	
Total	**736**	

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 071B5500113

CONTRACTOR	
	Deloitte Consulting, LLP
	200 Renaissance Center
	Detroit, MI 48243
	Al Kagan
	312-486-4483
	akagan@deloitte.com
	000004513

STATE		
	Jodi Simon	DTMB
	517-241-9277	
	simonj@michigan.gov	
	Lorri White	DTMB
	514-284-7088	
	Whitel13@michigan.gov	

CONTRACT SUMMARY

DESCRIPTION: **CAD CoE Salesfource Resources**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 – 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
N45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
4,759,788.00	63,520.00	4,823,308.00

DESCRIPTION: Provide a brief description of the change(s) being made to the original Contract and/or previous Change Notice(s). **Resources needed to help SOM stand up a Salesforce Center of Excellence (CoE). Several agencies have plans to implement projects on the Salesforce platform. The CoE is being put in place to centralize knowledge, processes and procedures for use by all agencies for consistent development and implementation of this new technology. All other terms, conditions, specifications and pricing remain the same. Per contractor and Agency agreement and approval by DTMB Procurement.**

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET

IT SERVICES
ESTABLISH A CLOUD COE STATEMENT OF WORK
071B5500113

PROJECT TITLE: **SALESFORCE A CLOUD APPLICATION SERVICES CENTER OF EXCELLENCE**	**PERIOD OF COVERAGE:** **APRIL 11, 2016 - SEPTEMBER 30, 2016**
REQUESTING DEPARTMENT: **MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**	**DATE:** **AUGUST 1, 2016**
DTMB PROJECT MANAGER: **NEIL SLAGLE**	**PHONE:** **517-636-4741**

Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This Statement of Work (SOW) is created for Deloitte Consulting LLP ("Contractor") to provide a set of fixed resources for a fixed 16 week duration in support for Phase 1 (at no charge) to establish a Cloud Application Service Center of Excellence (Cloud CoE). Phase 2 is for resources until Sept 30, 2016 (at price listed below). The Department of Technology, Management & Budget (DTMB) is receiving requests for assistance to implement CRM and other applications using Salesforce from State Agencies. DTMB is experiencing a number of these requests and wants to establish a Cloud CoE to be responsive to the Agencies.

DTMB envisions the Cloud CoE will deliver high quality solutions to the Agencies in a cost effective way. The Cloud CoE will initially use Salesforce products as the enabling technology. The Cloud CoE will oversee the entire system development lifecycle for Agencies requesting Salesforce solutions. This includes receiving project requests from the Agencies, application delivery, release management, and application support and enhancement. The Cloud CoE will provide value to the Agencies by providing a full service capability delivering requested solutions with consistent processes and quality.

The objectives of establishing a Cloud CoE is to:

- Define an approach to be responsive to the Agencies for Salesforce CRM and application projects (initial scope of service)
- Design consistent delivery processes, technology standards, and quality reviews
- Establish a centralized oversight organization focused on enabling project successes
- Define governance processes to provide strategic and operational direction for the Cloud CoE
- Initiate communication processes to enable consistent understanding of project progress and success measures

Deloitte has defined a process to establish a Cloud CoE for the State of Michigan. This SOW defines the assistance Deloitte will offer for Phase 1 and Phase 2 – Design and Pilot the Cloud CoE. This SOW describes the approach that will allow the solution to be used by the DTMB. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

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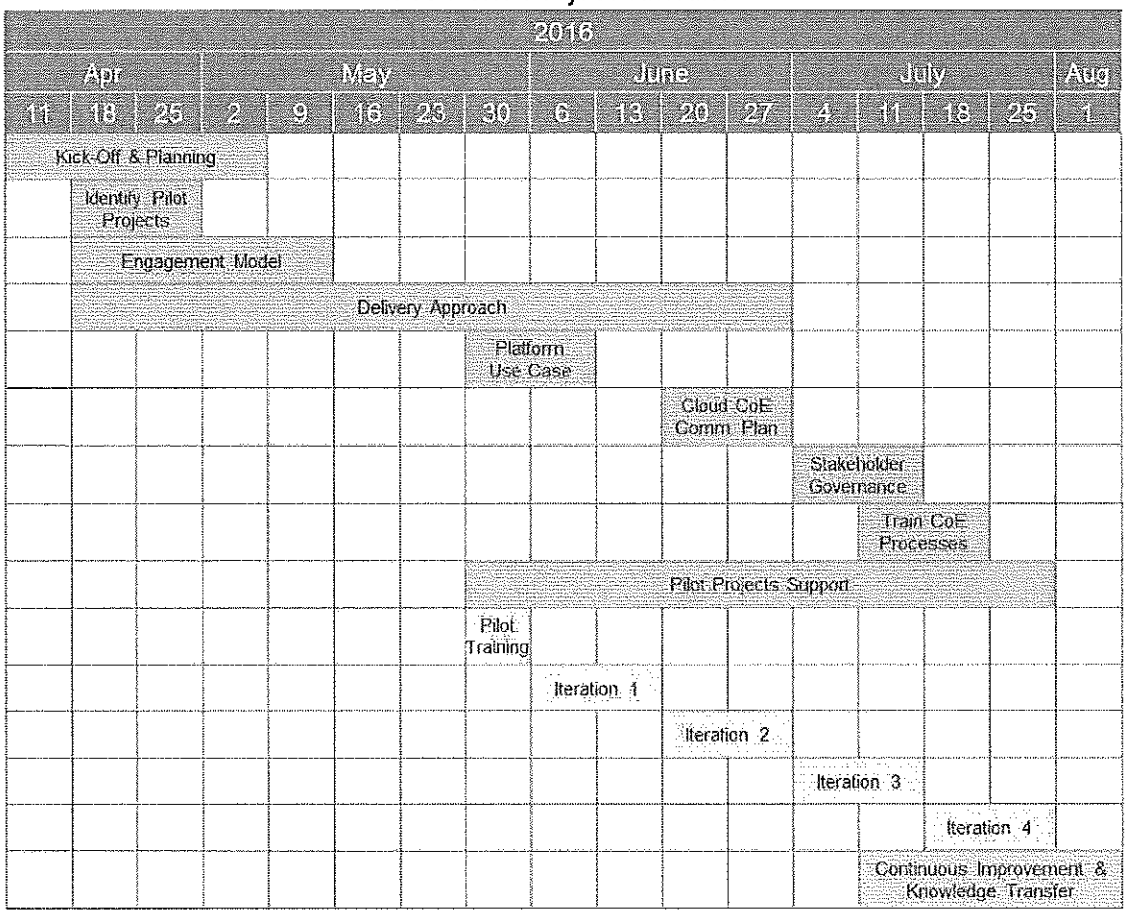

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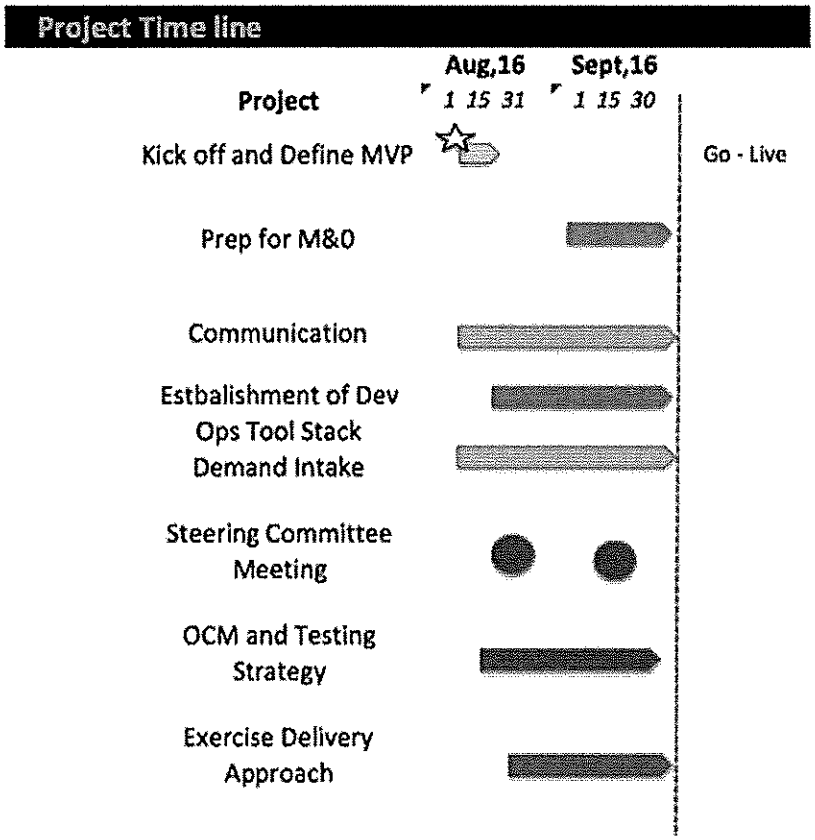

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b. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. Travel:

a. Travel expenses will not be reimbursed. This includes travel costs related to training provided to the State by Contractor.
b. Travel time will not be reimbursed.

4. **Additional Security and Background Check Requirements:**
Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- Desks
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke assess to State resources at any time.

Staffing

DTMB will provide a Project Manager who will be responsible for the DTMB's infrastructure and bringing DTMB business leaders and staff, and coordinate with Deloitte in supporting the management of the SOW.

Key Personnel Role	Name	Weekly Commitment Estimate	Duties/Responsibilities
Cloud CoE Steering Committee	TBD	.5 Days	1. Providing approval to allocate funding and resources 2. Working with the Cloud CoE Co-leaders in defining all the members of the Steering Committee 3. Establishing the priorities, strategy and vision of the Cloud CoE
Cloud CoE Co-Leaders	Jodi Simon & Neil Slagle	2 Days	1. Identifying and managing core resources within Cloud CoE and responsible for capacity and resource allocation 2. Working with the external vendor to identify resource gaps

			3. Serving as the key POC for the Cloud CoE and providing communications to DTMB 4. Working with the Operations Lead to outline key frameworks and deliverables 5. Approving changes to Cloud CoE standards/policies/ best practices across enterprise
Process Analysts	TBD	2.5 Days	1. Working with the Operations Lead and Cloud CoE to get the Engagement Model and Delivery Approach defined 2. Deliver process and standard training to pilot project Team 3. Working with pilot project Teams to ensure Cloud CoE processes are followed 4. Working on key deliverables specifically involving the Engagement Model and Delivery Approach 5. Collect and provide feedback on process improvements from pilot project Teams
Enterprise Architect	TBD	1 Day	1. Providing architecture guidance at the enterprise level 2. Work with the Technical Architect to provide input on technical standards 3. Defining the enterprise architecture with tools and processes
Security SME	TBD	1 Day	1. Establishing security standards that are unique for DTMB 2. Evaluating and assessing security demands for the application, data, and user community in coordination with DTMB standards 3. Establishing the security standards and guidelines
Procurement Liaison	TBD	1 Day	1. Procuring Salesforce products for pilot project delivery 2. Facilitating contract negotiations with supplier/vendors for application development in shared environment

The DTMB Cloud CoE Leadership will also provide the following services:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Provide acceptance and sign-off of deliverable/milestone
- Escalate outstanding / high priority issues
- Ensure timely availability of State resources
- Lead governance meetings (e.g., Steering Committee Meetings)

1.400 Acceptance

1.401 ACCEPTANCE CRITERIA

Document Deliverables

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Documents will be reviewed and accepted in accordance with the requirements of this SOW
3. DTMB will review documents within three business days.

a. Approvals will be written and signed by DTMB Project Manager.
b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

1.402 FINAL ACCEPTANCE

In the event the work and/or deliverable is not accepted by the DTMB Co-Leaders, the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless both parties agree an alternate solution. The State will own the deliverable after the second iteration and will be responsible to update and refine the deliverable(s) based on the experiences and needs of the State.

1.500 Compensation and Payment

1.501 COMPENSATION AND PAYMENT

Method of Payment

Deloitte is making an investment in Phase 1 and thus there are no professional fees to be paid by the State. Deloitte's investment is specifically to provide an Operations Lead and a Technical Architect for an initial 16 week timeline to provide advice, sample deliverables and assist the State Team Members to accomplish Phase 1 activities. The Phase 2 activities will use the contract standard rate card and Deloitte agreed to split the cost with the State (50/50) the total cost from August 9, 2016 to September 30, 2016. The resource roles from contract page 201 will be as follows:

1. Two (2) Technical Lead contract rate card $170.00 – full time resources
2. One (1) Senior Project Manager contract rate card $190.00 – 30% of a resource (12 hours/week)
3. Total cost after Phase I for period August 8, 2016 to September 30, 2016 is $127,040. The state will cover 50% at $63,520.

COE Phase 2 Cost Breakdown

The following are the hourly billing rates for the staff providing services during Phase 2, August 9 through September 30, 2016 supporting the completion of deliverables listed in Section 1.103. Anticipated Project Timeline, and the detailed breakdown of hours over the eight-week duration of Phase 2.

Sr. Project Manager	$190
Technical Lead	$170
Operations Lead	$170

Stage	Resources Required	Percentage of effort	Planned Hours per resource	Cost per resource	Total # of hours	Total Cost
Stage A – Aug. 8 thru Sept. 2	Sr. Project Manager	13.0%	48	$9,120.00	368	$63,520.00
	Operations Lead	43.5%	160	$27,200.00		
	Technical Lead	43.5%	160	$27,200.00		
Stage B – Sept. 5 thru Sept. 30	Sr. Project Manager	13.0%	48	$9,120.00	368	$63,520.00
	PM/Operations Lead	43.5%	160	$27,200.00		
	Technical Lead	43.5%	160	$27,200.00		
		Subtotal	736	$127,040.00	736	$127,040.00
		Less Deloitte Investment				($63,520.00)
		Revised Total Project Phase 2 Cost				**$63,520.00**

Resources Required	Total Hours per resource	Blended Rate/ Hour = $172.61
Sr. Project Manager	96	
Operations Lead	320	
Technical Lead	320	
Total	**736**	

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 5

to

CONTRACT NO. 071B5500113

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting Llp	Al Kagan	akagan@deloitte.com
200 Renaissance Center	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Detroit MI, 48243	312-486-4483	*******4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Gajda, Tim	517-284-5345	gajdat@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	David Hatch	(517) 284-7044	hatchd@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Case Mgmt System For MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,431,498.00	$ 279,290.00	$4,710,788.00

DESCRIPTION:

Effective 4/25/2016, the following Statement of Work-Implementation of Salesforce to build a website portal for veterans and their families to improve search capabilities for benefits is hereby incorporated into the contract for DMVA. This change increases the contract value by $279,290.00 as approved by Ad Board with the original award on January 13, 2015.

In addition, the following ADA compliance language and SSAE 16 is hereby incorporated into this Contract:
ADA: Contractor shall comply with and adhere to the Accessibility Standards of Section 508 of the Rehabilitation Act of 1973, including any more specific requirements set forth in an applicable Statement of Work. See DTMB Policy at http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621.

SSAE 16: Contractor must provide both annually and upon request confirmation of compliance with the SSAE 16, American Institute of Certified Public Accountants (AICPA) Service Organization Control (SOC), SOC 2 requirements utilized for reporting on controls for the I.T. related organizations, such as cloud computing, Software as a Service (SaaS), managed services, along with data centers.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.

Remaining Pre-Approved Amount after CN5: $0.00. Amount remaining before next AdBd Required = $67,311.00

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
MICHIGAN VETERANS AFFAIRS AGENCY

MICHIGAN DEPARTMENT OF TECHNOLOGY
MANAGEMENT AND BUDGET
IT SERVICES
DMVA-MVAA STATEMENT OF WORK

PROJECT TITLE: MVAA VETERANS PORTAL REBUILD	**PERIOD OF COVERAGE: MAY 1, 2016 – OCT 15, 2016**
REQUESTING DEPARTMENT: MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET	**DATE: APRIL 25, 2016**
AGENCY PROJECT MANAGER: LYNN SUTFIN	**PHONE: 517-284-5230**
DTMB PROJECT MANAGER: VAUGHN BENNETT	**PHONE: 517-284-5219**

1.0 Project Identification

1.001 PROJECT REQUEST

This Statement of Work (SOW) is created for Deloitte Consulting LLP ("Contractor") to implement ('re-build') a veterans website utilizing the existing Salesforce Service cloud environment and the Salesforce.com ("SFDC") platform ("Solution") for the Department of Military and Veterans Affairs (DMVA), Michigan Veterans Affairs Agency (MVAA). This SOW describes the specific requirements which must be met for the solution to be utilized by the DMVA-MVAA. All work performed will be pursuant to this Statement of Work and deliverables requirements and to the Terms and Conditions of the Master Contract 071B5500113.

1.002 PURPOSE AND APPROACH

The Contractor will rebuild and provide ongoing support for replacement of the veteran's website on the Salesforce cloud environment platform.

The rebuild will consist of two (2) phases of development:

I. Phase I – Contractor will build the veteran's website based on the functional requirements within Attachment 1 on the Salesforce cloud platform no later than August 31, 2016. This is a firm Go-Live date, as the current veteran's website will no longer be supported after 10/1/16. The re-build must accommodate all Veterans/DDMVA' MVAA requirements without disruption of services. ADA compliance requirements are especially critical for this Phase. A 45-day warranty period will follow Phase I and the Contractor will provide Maintenance and Support services until 9/30/17 as defined in Section 3.002 of the Master Contract #071B5500113 at no additional cost to the State.

II. Phase II –Contractor will provide further development of the Veterans website as-needed. Additional targets for change have been documented in the SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis (Attachment 2). Any additional developments will be considered a separate build and executed through a Change Request. Phase II will be detailed in a separate SOW.
0

The intent of this "re-build" is to leverage the Salesforce cloud-based architecture to provide a low-cost solution for building and supporting the veteran's website. Phase I will begin with collaboration of representatives from the DMVA-MVAA and the Contractor in order to meet required deadlines, develop future modifications, and finalize detailed requirements for the Veterans Portal per Phase II.

1.003 BACKGROUND

In the Fall of 2012, after publication of Michigan's ranking by the US Veterans Affairs Geographical Distribution of Expenditures (GDX) for veteran spending; DMVA-MVAA developed a technology strategy for a proposed Veterans Benefit Portal (Vets portal). This portal will consolidate all public and private veterans' benefits into a single portal for the State of Michigan. The strategy plan recommended general high-level functionality for the portal, as well as defining alternatives for other optional functional components that the State may implement in the future.

The current (approximately 140 pages) vendor-hosted, veteran's web-based portal can be found at MichiganVeterans.com. For the past three years, the DMVA-MVAA and the Contractor have designed, developed, and enhanced the Vets portal to achieve its current state. However, due to the perpetual nature of enhancement and support for the current website; ongoing cost for hosting and maintenance has exceeded not only the available budget but also the value in scalability and development. The current solution is contracted through INgage Networks, Contract No. 071B0200221, which will expire on 9/30/16.

The current framework for the DMVA-MVAA veteran's portal is as a single source, online, benefits service model that gives veterans, their families, and other key constituents' access to information, tools and resources in order to increase benefits usage.

The portal is, and needs to remain, designed to deliver:

- Convenience: a single stop that simplifies complexity and eliminates confusion

- Information: a virtual marketplace/store that educates about available benefits
- Utility: provides tool and resources to make applications and claims easier
- Connectivity: opens clear and simple pathways to subject matter expertise

The portal is, and shall continue to be, guided by a "no wrong door" philosophy that allows veterans and other core constituents to -- for the first time -- obtain comprehensive access to benefits-related information, education, tools and support no matter when or where they enter the system. Further, it adheres to a strict "do no harm" sensibility that aims to minimize fear, uncertainty, and doubt.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This Agreement is for a sustainable portal website solution for use by State veterans and family members. The architected solution will provide for initiatives and services that lead to the further development of enhancements of the current veteran's portal, as core components of a veteran-in-search-of-benefits functionality. The URL will be Michiganveterans.com and will preclude any Salesforce specific language.

The Contractor will conduct the following Stages for Phase I:

1. Planning and Discovery
2. Design and Build
3. Testing /Deployment

Actual scope for Phase II will be detailed in a separate Statement of Work.

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

1.102 OUT OF SCOPE

The following processes were determined to be out of scope for Phase I of the project.

- Copywriting of content
- Modifying any content contained in a Content Management System (CMS)
- Networking, DNS (Domain Name System), or IP address issues or changes
- End user training. The new design should be intuitive and allow the end users to easily navigate the site without training.
- Re-alignment with DMVA and MVAA. The site will support the mission of MVAA and not Michigan Department of Military and Veterans Affairs.

1.103 ENVIRONMENT

The link below address ADA compliance; and those provided in Article 1, Section 1.103 Environment of the Master Contract 071B5500113 outline the State's Enterprise information technology (IT) policies, standards and procedures including security policy and procedures, IT strategic plan and eMichigan web development, as required for this Contract. Site should be mobile friendly and adhere to DTMB standards for project management, technology tools, security, user experience, branding, testing, and deployment of RMA (Resident Mobile Applications) and mobile friendly web applications.

ADA Compliance. Contractor shall comply with and adhere to the Accessibility Standards of Section 508 of the Rehabilitation Act of 1973, including any more specific requirements set forth in an applicable Statement of Work. See DTMB Policy at http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621.

The initial working environments impacted by these services will be: the Salesforce application, the CMS and the michiganveterans.com site.

DMVA-MVAA's Salesforce application and database structure will be architected through Salesforce Service Cloud and all information will pass through this setup.

The Contractor will not charge the State if it is determined that the State requires any other Salesforce platform to support any functionality. Deloitte will have to support this website on a Salesforce platform such as Communities or GovCloud at no additional cost.

Contractor has disclosed that the following will be used to support the new Veteran's Portal:

1. Background Technology
    a. Salesforce Service Cloud environment
2. Approved Third-Party Materials
    a. None
3. Approved Open-Source Components
    a. AngularJS framework
    b. Bootstrap CSS
    c. JQuery

1.104 WORK AND DELIVERABLES:

The Contractor shall provide deliverables, services and staff, and otherwise do all things necessary or incidental to provide the functionality required for the Michigan Veterans Affairs Agency business functions, in accordance with the requirements, as set forth below, and as determined from the SOW EPIC user story requirements (Attachment 1) used in the original build of the website.

The purpose of this section is to outline Phase I approach and activities necessary to accomplish the work described in this Statement of Work.

<u>Phase I</u> breaks up the work effort into three (3) Stages.

Included below is a brief description of each stage, leading to key activities and deliverables.

Stage	Description/Key Activities
Stage 1 – Planning and Discovery The Planning and Discovery stage is designed to allow the project team and key stakeholders to review and validate the overall project scope and requirements prior to the Design & Build stage.	The initial design will include wireframes and initial design concepts • User stories • Wireframes • High Level technical solution • Conduct Project Kick-off • Prepare sprint Plan • Prepare feature backlog • Initial Jira board • Provision Salesforce solution
Stage 2 – Design and Build The Design and Build stage will encompass all development activities for the project.	The site will include all identified user stories and final technical design • Conduct Design sessions • Configure Salesforce solution • Unit test and validate
Stage 3 – Testing and Deployment Test configured application to ensure it functions as per design requirements. Conduct go/no-go evaluation. Prepare for and execute to new michiganveterans.com website which includes deployment planning, provide administrative training to DMVA-MVAA administrators of the website, and final deployment. Provide Source code as outlined in Contract Article 3, Terms and Conditions. Provide and fully support website during the 45 day warranty period, as defined in the Contract Article 3, Terms and Conditions.	The overall structure of the solution will be defined from a functional viewpoint in the Design Document. The design describes the logical system flow, data organization, system inputs and outputs, and processing rules. The functional and technical configuration requirements are all mapped to system design specifications. The tasks and activities of System Test will result in the transformation of the system design into the complete executable representation of the solution. Functionality is tested to determine the solution meets predetermined functionality, performance, quality, and security requirements. System testing is conducted to validate the solution will operate in its intended environment, satisfies all the user requirements, and is supported with complete and accurate documentation. This deliverable will document the results from the System Testing phase. Administrator training provides a high-level architecture walk-through, solution design, and an understanding of the site map. A reference document will be produced to help the administrators navigate the site and troubleshoot issues. The number of State Administrators requiring training is at the State discretion. The training will take place at location and time that both State and Contractor agree to. • User Acceptance Testing • UAT Signoff • Conduct deployment planning • Complete Go-Live • Provide Administrative Training • Provide and support 45-day Warranty period.

Deliverable process

- All deliverables must be submitted in a format approved by the DTMB Project Manager. At a minimum, the deliverable must be in an industry standard format - unless otherwise stipulated.
- If the deliverable cannot be provided within the Final scheduled time frame as mutually agreed upon after signing of this change notice, the Contractor is required to contact the project managers of the DMVA-MVAA/DTMB in writing within 24-48 hours, with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project. A request for a revised schedule must be reviewed and approved/disapproved by the project managers of the DMVA-MVAA/DTMB build process.

- In addition to this Statement of Work, Contract 071B5500113 prescribes credits, liquidated damages, costs, and/or other actions based on the facts surrounding the request for a revised schedule.

Acceptance Criteria
Acceptance criteria for Document, Software and Service Deliverables are listed in Section 1.400 below.

Warranty

If, within the Warranty Period, the Solution fails to comply with this warranty, Contractor will repair, as necessary and at no cost to the State, to bring the system into compliance with this contract and the requirements defined within and/or by supporting documents. If within the warranty period a repair made results in a new problem which presents after the warranty period, repair of this problem must also be made at no additional cost. Defect tracking during the warranty period shall be managed through an agreed upon electronic tracking tool. Both DMVA and the Contractor will track issues, defects and resolutions within the same tool.

Timeline

Below is a preliminary Implementation Schedule. The implementation for Phase I will begin once the Contractor has received the Purchase Order and completed no later than 8/31/16.

Without compromising the completion date of 8/31/16, A Final detailed Implementation Plan will be developed and mutually agreed upon at the start of the project during the Planning and Discovery stage (below).

STAGE	May	May	May	May	May	June	June	June	July	July	July	Aug	Aug	Aug	Aug-Oct
	2	9	16	23	30	6	13	20	5	11	18	1	8	15	22-15
Planning and Discovery															
Build															
Test / UAT															
Deploy / Stabilize/Train															
Warranty support															

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff
The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner.

The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work to complete Phase I.

Key Personnel Role	Name	Duties/Responsibilities

Primary Contact (SPOC)	Al Kagan	(1) Support the management of the Contract (2) Facilitate dispute resolution (3) Advise the State of performance under the terms and conditions of the Contract
Project Manager	Hana Shon	- Manage staff, requirements, and scope to this Statement of Work - Communicate issues and potential conflicts - Manage communication in and out of the Studio
Solution / Business requirements lead	Allison Sipple	Responsible for experience and design

The Non-Key Contractual resources identified by the Contractor to complete Phase I efforts are:

Non- Key Personnel Role	**Name**	**Duties/Responsibilities**
Programmer	Vicktor Abaraham	Design and develop website in HTML5 / CSS for the SF environment
Tester	Mandy Fox	Responsible for unit testing all code

B. On Site Work Requirements

1. Location of Work

Tasks associated with this project will be performed at the State in Lansing, Michigan and at the Contractor's location(s), or other locations, as agreed to by the State as required by the effort.

2. Hours of Operation:

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

3. Travel:

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

4. Additional Security and Background Check Requirements:

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

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke access to State resources at any time.

Staffing

Suzanne Thelen, MVAA Director of Strategic Communications and Customer Engagement, will provide Executive Oversight for this project. She will provide support for resource allocation during the website development, she will act on behalf of the agency during any contractual dispute resolution, and she will be the liaison to the agency Executive Management regarding matters of contract and website performance.

DMVA-MVAA will provide a Project Manager (PM) who will be responsible for the DMVA-MVAA's infrastructure, DMVA-MVAA business leaders and staff, and coordination with the Contractor in determination of system configuration. The PM will also support management of SOW implementation; and coordination of ongoing system management.

Name	Agency/Division	Title
Lynn Sutfin	DMVA-MVAA	Web Portal & Veteran Engagement Project Manager

The DMVA-MVAA Project Manager will also provide the following services:

- Resolve project issues in a timely manner
- Review Final Implementation plan, status, and issues
- Resolve deviations from Final Implementation plan
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Escalate outstanding / high priority issues
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date.

DTMB will provide a Project Manager whose duties shall include, but not be limited to, supporting the management of the SOW.

Name	Agency/Division	Title
Vaughn Bennett	DTMB – IT	Senior Project Manager

The DTMB PM will also 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 stages/deliverables
- Review and sign-off of timesheets and invoices
- Assist in the resolution of 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.

DTMB – IT Program Manager

Name	Agency/Division	Title
David Roach	DTMB – IT	Business Relationship Manager (BRM)
Ralph Borucki	DTMB – IT	IT Technical Lead

Executive Subject Matter Experts: The Executive Subject Matter Experts representing the DMVA-MVAA business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis.

1.300 Project Management

The Contractor's Project Manager will utilize an Agile Project Management methodology. This method will provide a feature backlog, project burndown, and Jira board. Status Reporting via regular status meetings conducted between the Contractor's Project Manager, State and other designated stakeholders, will be held on a bi-weekly basis. Backlog report must be accessible by the State at any time.

The Contractor's implementation approach for Phase I will be completed by 8/31/16 and its success is reliant on the following key assumptions:

- The State will make Subject Matter Experts and technical resources will be agreed upon during the Planning and Discovery stage available to participate and attend in the requirements confirmation meetings and keep to the mutually agreed timeline.
- No data migration is required for this project
- Web site visitors are not required to attach documents when completing forms
- People tasked with reviewing and 'voting' on an online request will have Chatter access in the Salesforce.com site
- Web site visitors are not required to authenticate when submitting a request.

1.400 Acceptance

The following is standard acceptance criteria for document and software deliverables.

1.401 ACCEPTANCE CRITERIA

Document Deliverables

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Draft documents are not accepted as final deliverables.
3. Documents will be reviewed and accepted in accordance with the requirements of this SOW.
4. DTMB and DMVA-MVAA will review documents within 3 business days.
    a. Approvals will be written and signed by DTMB and DMVA-MVAA Project Manager.
    b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

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

1. Beta software is not accepted as final deliverable.
2. The content software and configuration will be reviewed and accepted in accordance with the requirements of this SOW.
3. State of Michigan (DTMB and DMVA-MVAA) will review software within 5 business days for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
    a. Approvals will be written and signed by DTMB Project Manager

b. Unacceptable issues will be documented and submitted to the Contractor and resolved per Section 1.402.

4. Software is installed and configured in the business-defined environment.

1.402 FINAL ACCEPTANCE

Final acceptance will occur when all deliverables defined in the Statement of Work have been completed and written approvals have been obtained ("**Final Acceptance**").

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Contract 071B5500113 Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

1.500 Compensation and Payment

Method of Payment

Payments to the Contractor will be made on a firm-fixed, based model. The final acceptance criteria for each Stage is found in Section 1.402 of this SOW. Failure to provide the Deliverables per each Stage by the identified date agreed upon in the Final Project Plan may subject Contractor to pay liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19 of the Master Contract 071B5500113.

PHASE I **Stage**	**Deliverables**	**Total Hours**	**Amount**
Stage 1 – Planning and Discovery	• Final Implementation Plan • Feature backlog • Final user stories • Approved wireframes Approved Design concept	354	$ 50,260
Stage 2 – Design and Build	Initial functioning solution in the State of MI sandbox • Conduct Design sessions • Configure Salesforce solution • Unit test and validate	373	$ 49,480
Stage 3 – Testing and Deployment / 45 day warranty support	Finalize solution Deployment and UAT sign-off • Deployment and UAT sign-off • Final System Testing Results Document • Administrative Operational Document • Final Production Source Code Document • Track and correct defects	1521	$ 179,550
	TOTAL	**2248**	**$ 279,290**

*The Contractor effort of hours listed above were used to calculate the firm-fixed price. See below for more details.

Rates
The following are the applicable hourly billing rates for the staff working on this SOW. Costs were determined based upon a blended rate of $124.24

Project Manager	$190
Solution / Business requirements lead	$160
Programmer	$120
Tester	$100

Stage	Resources Required	Percentage of effort	Planned Hours per resource	Cost per resource	Total # of hours	Total Cost
Stage 1	PM	15%	54	$10,260.00	354	$50,260.00
	Business Lead	28%	100	$16,000.00		
	Programmer	56%	200	$24,848.00		
Stage 2	PM	19%	70	$13,300.00	373	$49,480.00
	Business Lead	10%	38	$6,080.00		
	Programmer	48%	180	$21,600.00		
	Tester	23%	85	$8,500.00		
Stage 3	PM	7%	113	$21,470.00	1521	$179,550.00
	Business Lead	5%	78	$12,480.00		
	Programmer	41%	630	$75,600.00		
	Tester	46%	700	$70,000.00		
		Total Project Cost	**2248**	**$279,290.00**	**2248**	**$279,290.00**

Resources Required	Total Hours per resource	Blended Rate	$124.24
PM	237		
Business Lead	216		
Programmer	1010		
Tester	785		
Total	**2248**		

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

DTMB will pay Contractor as identified above in Section 1.500 Compensation and Payment and receipt of properly completed invoice, which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoice shall describe a detailed breakdown as set forth in Contract 071B5500113.

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

Attachment 1
- EPIC User Stories

User Stories w
descriptions n accepta

Addendum to Attachment 1
- Site Map

Sitemap.doc

Attachment 2
- Vets Portal SWOT Analysis

MVAA
website_SWOT_2016

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B5500113
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting Llp	Al Kagan	akagan@deloitte.com
200 Renaissance Center	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Detroit MI, 48243	312-486-4483	*******4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Gajda, Tim	517-284-5345	gajdat@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	David Hatch	(517) 284-7044	hatchd@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Case Mgmt System For MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		Click here to enter a date.

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$4,078,498.00	$ 377,010.00	$4,455,508.00

DESCRIPTION:
Effective 4/25/2016, the following Statement of Work-Implementation of Salesforce for MDOS is hereby incorporated into the contract. This change increases the contract value by $377,010.00, as approved by Ad Board with the original award on January 13, 2015.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.

Remaining Pre-Approved Amount after CN4: $221,601.00.

MICHIGAN DEPARTMENT OF TECHNOLOGY,

MANAGEMENT AND BUDGET

IT SERVICES

STATEMENT OF WORK

Project Title: Informix Replacement Project SR 2011-0039	**Period of Coverage: 04/04/16 – 09/30/16**
Requesting Department: Legal Services Administration (LSA)	**Date: 03/24/16**
Agency Project Manager: **Vera V. Grishkina**	**Phone:** **517-636-4351**
DTMB Project Manager: **Todd S. Elsenheimer**	**Phone:** **517-636-0253**
DTMB Contract Administrator: **Thomas Cantrell**	**Phone:** **517-636-5049**

This Statement of Work is governed by the Terms of Contract 071B5500113.

1.000 Project Identification

1.001 Project Request

Informix Replacement Project

PROJECT OBJECTIVES:

The following meets the Minimum Program Requirements the Case Management System must do in order for AHS to perform their primary functions:

- Replace the Informix system
- Automate manual processes, including the scheduling of hearings

- Create a centralized system for scheduling and case management
- Allow for document scanning and storage in the Case Management System
- Provide self-service option for the public, including fillable forms.

The complete set of MDOS Business Requirements is included in Exhibits A and B.

1.002 BACKGROUND:

The Administrative Hearings Section (AHS) conducts license appeal hearings and other hearings related to regulatory functions for the Michigan Department of State (MDOS). AHS also provides oversight of the Ignition Interlock program, manages circuit court appeals and orders involving driver license suspensions and revocations. It is the responsibility of AHS to conduct hearings and render written decisions based on evidence provided by all parties.

At present, clerical staff, analysts and administrative hearing officers utilize Informix as a vehicle to input and retrieve data related to hearings and circuit court petitions. The information entered into Informix is downloaded into the mainframe system, and appears on the applicable driving records the next day.

Informix also stores lists of attorneys and law enforcement agencies, and serves as the primary source for data used to generate reports and correspondence. Informix tracks all requests for hearing, the participants involved with each hearing, the schedule of the hearing officers and adjournments. It is used to generate notices as well as the orders issued by the hearing officers.

Salesforce.com Service Cloud (Government Instance) has been selected as the platform for the application. A Salesforce.com partner is necessary to complete the work. The Contractor may propose any Third Party application/s and/or Conga, required to fulfill the Agency's requirements. Contractor must only propose applications included on DTMB Roadmap and/or Approved by DTMB. The State will not pay for any additional fees associated with changes to the schedule resulting from additional third party applications.

1.100 SCOPE OF WORK AND DELIVERABLES

1.101 IN SCOPE

- Project Management (Throughout the Project
- Validation and Verification of Business Requirements (First Two Weeks)

- Security Assessment at the Application Level (Supporting DTMB & MDOS Security Leads)

- Design a Platform-as-a-Service solution based on business requirements and system interfaces.
    - System Architecture (Leveraging Existing Salesforce Licenses)
- Configuration and/or customization to the Platform-as-a-Service package and system interfaces (Eight weeks)
- End to End Testing of configured and/or customized modifications to the Platform-as-a-Service package and system interfaces in a State approved test environment. (Three Weeks)
- Implement modified Platform-as-a-Service solution, and system interfaces: (End of 14 Weeks)
    - Load system in production
    - Implement Interfaces with other systems
    - System Validation in production: (10 business days after Go-Live)
        - System backup
        - Disaster/business recovery plan
    - Warranty period (Total of 90 days after post-product support)
- Documentation as defined below in subsection in deliverables section of this SOW
- Training (System Admins, Super Users and AHS Users) (10 business days)
- Knowledge Transfer and Transition (Develop comprehensive system and user guides and training materials) As defined in the Training Plan
- Maintenance and Support (Option for two (1-year) support agreements post warranty)

Deliverables:

All project deliverables or documents are to be reviewed by MDOS Project Manager and DTMB Project Manager. Approval and sign-off of all project artifacts shall be the responsibility of the State DTMB Project Manager and MDOS Project Manager and/or designees. Article 1, Section 1.501 provides the Deliverable Acceptance Criteria for all deliverables listed in Article 1, Section 1.104 - Work and Deliverables. The acceptance criteria listed within each subsection (A-I) of Section 1.104 is to be considered partial acceptance until acceptance under Article 1, Section 1.501 occurs. Timelines for signoff on deliverables will be completed as established in the Contract.

Detailed Breakdown of In-Scope Deliverables for Configurations and Customizations

A. In-Scope Case Types

The following case types will be configured as part of this engagement:

#	Case Type
1	Implied Consent
2	Sobriety Court
3	Ignition InterLock
4	High Blood Alcohol Content (HIBAC)

5	Traffic Safety Division (Re-exam)
6	Revocation/Denial
7	Medical Application Denial
8	Show Cause
9	Legal Issue
10	Change/Removals
11	Circuit Court Remand

B. Processes

Based on the State's requirements, we have identified the key processes that will be configured for the above case types:

Processes	Description
Request Hearing	The ability for external users (Petitioner/Attorney) to submit a request online for hearings, adjournments, and attach the necessary documents to the submission. Requests can be associated to one or more of the case types as identified above.
Schedule Hearing	Ability for system or staff to schedule a hearing for an eligible Petitioner based on AHS business rules. Hearing Officers are notified when hearings are scheduled or modified and Outlook calendars are updated accordingly.
Discovery/ **Documentary Evidence**	Review of documents supplied by the Petitioner/Attorney. If other documents are required, requests can be sent out and the received documents attached to the case.
Schedule Pre-conference Hearing	Prior to hearing, a pre-conference hearing may be held. Outcomes of the pre-conference will be captured as part of the case file.
Schedule / Subpoena Witnesses	If applicable, notification can be sent to witnesses of the hearing date (as well as reschedule or adjournment).
Hearing Process	Ability to track any case notes, documents, evidence, and testimony as part of the case file.
Decisions	Ability to track decisions and outcomes from Hearings as part of the case file.
Appeals	Ability to track and manage the appeal process on a final hearing decision, as per AHS business rules.

C. Online Services Scope

The following table provides a summary of online services that are in scope:

Online Service	Description
User Registration	Ability for user to create account to allow access to online services.
User Profile Management	Ability for user to update and manage user profile information including name, password, company, contact information.

Request for Hearing	Ability to submit a request for a Hearing and view submission results
Request for an Adjournment	Ability to submit a request for an Adjournment and view submission results
Request for a Transcript	Ability to submit a request for a Transcript online and view submission results
Request for Driving Record	Ability to request a copy of driving record.
Upload documents	Ability to attach documents to a request submitted online
Notifications	Ability to generate and send alerts and notifications based on business rules.
View My Account	Ability for user to view information related to their submitted requests, hearings and "opt in" to receive case/general correspondence electronically.

D. Automated Hearing Scheduler Scope

Please refer to Appendix B for summary of additional details for in-scope Business Rules for Hearing Scheduler Scope:

#	Actor	Description
1	System	Ability to have the system automatically assign a hearing date/time for a User based on the Case type and availability of a hearing officer.
2	System	Ability to have a hearing officer calendar automatically populated based on hearings assigned to them.
3	System	Ability to have a hearing removed from an officer's calendar based on a change of status due to: 1. Adjournment 2. By-pass 3. Cancel 5. Withdrawn 6. Other/AHS Discretion 7. Recusal
4	User	Ability to have a user manually schedule their own hearing. The system will then validate the availability of a hearing officer
5	User	Ability to have a user manually change the date/time of their hearing. The system will then validate the availability of a hearing officer

E. Output Documents

The following table represents the current list of in-scope output documents templates. The Contractor must configure nine (9) output document templates, including, but not limited to the following. The State will be responsible for the configuration of the any additional output document templates after training, as provided by the Contractor.

#	Output Document	Description
1	Notice of Scheduled Hearing	Notice a hearing has been scheduled before the Driver Assessment and Appeal Division to contest issues
2	Notice of Adjourned Hearing	Notice the scheduled hearing has been adjourned
3	Re-examination Letter	Notification that includes the date, time and location where the driver will report to if the Department of State determines that a reexamination is necessary
4	Notice to Appear	Notice to appear in court for a violation
5	Notice of Revocation/Denial	Notice from the Secretary of State to revoke the driver license of a Habitual Offender and deny his or her application of another license
6	Restricted License	Hearing officer orders a restricted license with a BAIID requirement such that drivers must drive under the restrictions for at least 1 full year
7	License (Restricted) Renewal Authorization Letter	Letter authorizing a petitioner with an expired license to apply for a restricted license
8	Order Authorizing BAIID Removal	Approval document stating that the High BAC offender has permission to remove the BAIID

#	Output Document	Description
9	Minor/Major BAIID Violation Letter	Letter detailing the major or minor violations of the BAIID Program for habitual offenders and the violation consequences

F. Reports

The following table represents the current list of in-scope four (4) report templates that must be configured by the Contract. The State will be responsible for the configuration of any additional report templates. All reports will be configured using out-of-the-box reporting tools.

#	Name	Description	Type
1	Scheduled Hearings	List or report of scheduled hearings by - Date Range (up to 12 months) - Hearing Officer - Location Type - Case Type	Ad-hoc
2	Hearing Requests by Status	Daily report of Hearing Requests by status (i.e. eligible, ineligible, questionable)	Scheduled - Daily
3	All Requests by Type	Daily report of all requests by type - Request for Hearing - Request for an Adjournment - Request for a Transcript	Scheduled - Daily
4	Activity Reports	Standard daily activity reports for users	Scheduled - Daily

G. Master Data Loading

To satisfy the requirements of the new case management system acting as the repository for law enforcement agencies, attorneys and hearing branches, the Contractor will perform a one-time, batch data load to Salesforce. The State will be responsible for the extraction, cleansing and mapping of legacy data to a predefined format provided by the Contractor. Once the Contractor has confirmed the data quality, the following data will be loaded into Salesforce using the Data Loader Tool:

- Law enforcement agencies
- Attorneys
- Branch and hearing officers
- All existing Petitioners

H. Interfaces and Integrations

The following table represents the key integrations considered in scope.

Integration	Req. #	Requirement	Method
Existing Mainframe	11	The Case Management System verifies the Driver's License Number matches petitioner or vice versa.	Web Service
	11.1	Case Management System shall display an error (if no match of the DL#) and allow an AHS User to manually review and modify field/s in CMS, where error conditions are displayed.	Web Service
	45	A Petitioner's Driver Record (DR) is GENERATED, as a PDF document, real-time by the Mainframe System when a NEW request for a hearing is created in the Case Management System.	Web Service
	47	The Case Management System interfaces online-real-time with State of Michigan existing Mainframe System(s)	Web Service

Integration	Req. #	Requirement	Method
	48	The Case Management System interfaces with the Mainframe System(s) to retrieve the eligibility status for a hearing request, based on the Driver Record.	Web Service
	49	An AHS User is able to manually enter/modify an eligibility status determined by the mainframe in the Case Management System	Web Service
	61	The Case Management System schedules a hearing for multiple LOCATION TYPES: 1. Video 2. On-Site	Web Service
	90	The Case Management System updates a Master Driving Record (Mainframe System) real-time when a request for a hearing has been entered.	Web Service
	93	A User is able to enter a Circuit Court decision in the Case Management System.	Web Service
	107	The Case Management System must use the existing SOM Architecture and SOM web service (MCS.net) to create necessary interfaces between the CMS and the Mainframe to fulfill the Business Requirements	Web Serviceprint
Existing Print Server	33.1	RESERVED for Phase 2: The Case Management System generates a batch file of documents to be printed by the Consolidated Print Center (i.e. Notices, Orders, General Correspondence to Petitioners/Attorneys/Law Enforcement).	Bulk API Export

I. Post Go-Live Support

The Contractor must assist the State by providing post-production support for a period of two (2) week of following go-live.

J. Warranty Period

The Contractor is required to provide a 90-day material defect warranty period starting on the date of first production use of the system by the State. “Material defect” is defined as anything that doesn’t work as planned, any error that has a significant and unwanted impact on the function, reliability or output of the system

1.102 OUT OF SCOPE

Refer to Section 1.102 of the Master Contract.

1.103 Environment

Contractor will comply with Section 1.103 in accordance with the requirements in Contract #071B5500113 and the requirements listed blew:

The following software modules and licenses were procured by the State to facilitate the implementation of their Case Management / Informix Replacement Project:

- 30 licenses of Salesforce ServiceCloud with Knowledge Pack - Unlimited Edition

- 1 Block (2000 Logins/month) of Salesforce Customer Community – Unlimited Edition
- 29 licenses of Salesforce Employee Community – Unlimited Edition
- The Salesforce environment will be in Salesforce's Government Cloud.
- Conga SaaS-based solution licenses

The Contractor is proposing the State procure the following:

- Salesforce Customer Community Plus

A fit/gap analysis and recommendations will be made during the Planning & Design Phase of the project regarding software module licensing required based on the scope of the project.

- **SPECIFIC DEPARTMENT STANDARDS:**

Specific Agency standards include the following:

In accordance with State and Federal laws and guidelines for brand elements, policies and information architecture, the contractor shall adhere to:

- **ADA Compliance**. Contractor shall comply with and adhere to the Accessibility Standards of Section 508 of the Rehabilitation Act of 1973, including any more specific requirements set forth in an applicable Statement of Work. See DTMB Policy at http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621; and
- SOM ***Look and Feel Standards for Web Applications and Sites***. www.michigan.gov/somlookandfeelstandards.

Web sites, developed by the Contractor shall be using the responsive design standards, described in the Look and Feel Standards for Web Applications and Sites document, unless the reasons for not using the responsive design are agreed upon between MDOS and the Contractor and documented. Web sites shall be compliant with the ADA Standards and SOM Look and Feel Standards.

1.104 WORK AND DELIVERABLES

As a high level overview MDOS expects Contractor to lead or support MDOS in the development of the following project deliverables and associated work products – the specifics of these deliverables and products, and their assigned owners are provided in the table below: Deliverables with an asterisk (D*) represent those associated with Milestone Payments. (Defined in Compensation and Payment Section 1.600 of this SOW)

Project Phases	Project Outputs	Deliverable (D) for Deloitte or (WP) for Work Products	Owner C = Contractor S = State

1. Planning and Discovery			
	Conduct Project Kick-off	WP	C
Milestone #1	Project Plan (Updated As Needed)	D*	C
Milestone #2	Bi-Weekly Status Reports (including Action Items, Issues and Risks, Milestones) Contractor Work Plan with Schedule and Resources Allocation*	D*	C
2. Requirements and Design			
	As-Is Process Diagrams and Narratives	WP	S
	As-Is Business Requirements (Functional & Non-Functional)	WP	S
	Fit/Gap Analysis Report (as needed)	WP	C
	To-Be Process Diagrams and Narratives	WP	C
Milestone #3	Business Review Process (TO BE) Business Requirements Document (Functional & Non-Functional)	D*	C
	Documented system test requirements	WP	C
	Documented services requirements for system configuration	WP	C
Milestone #3	Functional Design Document	D*	C
Milestone #3	Technical System Design Document (Includes User Interface, Conceptual Architecture, Configuration, and Installation Designs)	D*	C
Milestone #3	Interface Design documents	D*	C
	EA Solution Assessment Worksheet	D	S
	Project Security Plan & Assessment (DTMB-0170)	D	S
	System Test Scenarios Development	WP	C
	Technical Architecture Plan	D	C
3. Construction and Testing			
Construction	Construction Plan (Included in Functional and Technical Design Documentation)	WP	C

	Data Dictionary for Data Migration/Exports	WP	S
	Environment Installation	D	C
	Environment Installation Testing	WP	C
Milestone#4	Configured System per the System and Business Requirements	D*	C
	Data Cleanup and Migration Plan	WP	S
	Integration to the State of Michigan systems as required by the functional requirements documents	WP	C
	Creation of the required interfaces with a Unisys Mainframe	WP	S
	Operations Transition Plan	D	C
Testing	Test Plan Creation	D	S
	Test Cases Creation	WP	S
	Test Scripts Creation	WP	S
	Test Procedures Creation	WP	S
	Test Data Creation	WP	S
	Execute test scripts	WP	S
	Ensure that data is loaded to the Test Environment and refreshed as needed throughout testing	WP	C
	Documentation of System Test Results	WP	C
	Load, stress, and performance testing	WP	C
	Recording of identified defects	WP	C
	Review of failed test scenarios and recommend most efficient and accurate resolutions	WP	C
	Defect resolution	WP	C
	Test scripts and scenarios modification, as needed throughout testing	WP	C
	Additional test scripts and scenarios creation, as needed throughout testing	WP	S

	Retest resolved defects and perform regression testing	WP	S
	Provide customized data or interface files, as needed, to complete test scenario execution	WP	S
	Conduct Testing Status Meetings as required	WP	C
	Test Report and Defect Resolution	WP	C
UAT User Training	UAT User Training Plan	WP	S
	UAT User Training Materials	WP	S
	UAT User Training Sessions – Pre Go-Live	WP	C
4. Completion of UAT			
	UAT Testing Plan	WP	S
	End User Training Plan	WP	S
Milestone #4	User Acceptance Testing Report and Defect Resolution	D*	C
5. Implementation (Completion of Go-Live)			
	Cutover plan	WP	C
	"Go/No-Go" check list	WP	C
	Documentation of all installation test results	WP	C
Milestone #5	Documentation of Go-Live and Issues resolution	D*	C
	Post-Implementation Evaluation Report (PIER or Closeout Report)	WP	S
Milestone #5	Maintenance and Support Plan	D*	C
	Transition Plan (Knowledge Transfer)	WP	C
Milestone #5	Deployed Salesforce Application in Production Environment. (Note: Implementation of the Business Requirements, contained in Exhibit A and Exhibit B of the SOW).	D*	C

	Training Sessions (Post Go-Live)	WP	S
	End-User Operations Manual	WP	S
	Administrator Operations Manual, including: - Roles and Security Configuration - Configured Users Mapping - Configured Objects Identification and Mapping - Standard and Custom Fields - Workflow, Assignment, Escalation Rules - Queues - Data Quality and Cleansing Process - Third-Party Integration - Customizations - Deployment Checklist (Note: Contractor may propose additional content for the Operations Manual beyond what is provided as deliverables from this project)	WP	S
6. Completion of Warranty Period			
	Warranty Services Plan	WP	C
Milestone #6	Provision of Warranty Services for 90 days	D*	C

The Project shall include the work products and associated deliverables, as outlined in the Master Contract 071B5500113 (Section 1.104, A-I, Work and Deliverables).

A. CONFIRM INFRASTRUCTURE

Refer to Section 1.104. A (Confirm Infrastructure) of the Master Contract 071B5500113, in its entirety with the exception of the changes listed below (changes highlighted). Additionally, the Deliverables and Acceptance Criteria are listed below and refer to the Master Contract.

EA Solution Assessment Worksheet

Deliverables

- Collaboration with the State on EA documentation development by the State. Provide available documentation of necessary Salesforce based software, interfaces, firewalls, data structure, security and user ID management.
- Provide relevant technical documentation in collaboration with Salesforce and the State.

Acceptance Criteria

- Approval of EA Solution Assessment Worksheet by EA Group
- Completion of the MDOS provided EA Solution Assessment approved by State PM

Project Security Plan & Assessment (DIT-0170)

The Contractor shall complete the applicable sections of the Security Plan and Assessment for the State of Michigan MDOS Salesforce.com integration, under the guidance and timely support from the Michigan Cyber Security (MCS). In this task, the Contractor must engage the Project's Security Liaison, review State and Agency Security Policies, identify any security risks and describe how those risks will be mitigated to comply with the process to complete their specific sections of the Security Plan and Assessment (DTMB0170), including Data Classification and System Criticality sections.

Deliverables

- Completion of the relevant sections of the Security & Assessment Plan (DTMB-0170), applicable to the Project.
- Collaborate with State on identifying the necessary security architecture, features, processes and procedures
- Comply with the State's described security approach for the project environments

Acceptance Criteria

- Approval of the Security & Assessment Plan by OES and acceptance by the State PM

Technical Architecture Plan

Deliverables

- Compliance with the technical requirements documented in Article 1, Section 1.103 of the Master Contract.
- Create Technical Architecture Plan that is compliant with the State's Enterprise Architecture

Acceptance Criteria

- Approval of Technical Architecture Plan and acceptance by the State PM

Environment Installation

Deliverables

- Salesforce Environments built
- Advise the State with configuration of software as necessary
- Advise the State with configuration of any network devices as necessary
- Create users as needed and configure users into necessary security groups within Salesforce environment through the period of 'post production support'.
- Deploy final installation of all Salesforce environments

Acceptance Criteria

- Completion of all Salesforce environment builds
- Review and approve all Salesforce environment builds

Environment Installation Testing

Deliverables

- Environments fully tested
- Creation of the Backup and Recovery Plan
- Complete the environment installation tests

Acceptance Criteria

- Completion of environment installation tests
- Approval of the implemented Backup and Recovery Plan after demonstration of restoration of the State's Salesforce environment and State's data (Salesforce Metadata).

B. SYSTEM REQUIREMENTS AND DESIGN

Reference to Section 1.104. B (System Requirements and Design) of the Master Contract 071B5500113, in its entirety with the exception of the changes listed below (changes highlighted). Additionally, the Deliverables and Acceptance Criteria are listed below and refer to the Master Contract, with those exceptions as outlined below and agreed to between the Contractor and the State.

Functional Requirements Definition

Deliverables

- Lead requirement fit/gap workshops and sessions to confirm and finalize functional, technical and services requirements with the State
- Provide input and clarifications to the State as needed
- Business Review Process (BPR) based on State's AS IS documentation and TO BE updates by Contractor to documentation
- Documented functional requirements
- Documented technical requirements
- Documented system test requirements
- Documented services requirements for system configuration

Acceptance Criteria

- Functional requirements document complete and approved by DTMB PM, MDOS Project Manager, MDOS SEMs, and MDOS Business Lead.
- Technical requirements document complete and approved by DTMB PM
- System test requirements document complete and approved by DTMB PM
- Acceptance test requirements document complete and approved by DTMB PM
- Required Contractor services document complete and approved by DTMB PM

Functional Design and Technical Design

Deliverables

- Lead functional design workshops and sessions to confirm and finalize functional design
- Provide input and clarifications to the State as needed
- Complete functional system design
- Complete technical design
- Develop system test scenarios
- Conduct functional and technical design plan walkthrough for MDOS Project team.

Acceptance Criteria

- Functional design document complete; approved by MDOS Project Manager, MDOS SMEs, MDOS Business Lead and DTMB PM
- Technical design document complete; and approved by DTMB PM and MDOS Project Manager
- System test scenarios document complete; and approved by State PM and MDOS Project Manager.
- Walkthrough meeting complete and meeting minutes approved by DTMB PM and MDOS Project Manager.

C. CONSTRUCTION AND TESTING

Reference to Section 1.104. C (Construction and Testing) of the Master Contract 071B5500113, in its entirety with the exception of the changes listed below (changes highlighted). Additionally, the Deliverables and Acceptance Criteria are listed below and refer to the Master Contract.

1. **Construction and Testing Plan**

Deliverables

- Construction plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.
- Test plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.

Acceptance Criteria

- Updated project schedule provided to and approved by the DTMB PM and MDOS Project Manager.

2. **Data Preparation and Data Migration Plan**

Deliverables

- Provide support to the State to map data to Salesforce fields and tables
- Creation and delivery of a data dictionary for the project
- Provide support to the State for data preparation for construction activities and testing activities

Acceptance Criteria

- Data map for migration approved by DTMB PM and MDOS Project Manager
- Data dictionary approved by DTMB PM and MDOS Project Lead
- Data Preparation and Data Migration plan complete and approved by DTMB PM

3. **Configuration Deliverable**

The Contractor is responsible for configuring the software to match the system requirements needs for Global system and MDOS Business requirements.

Deliverables

Configured system per the system requirements and designs for Global system and MDOS Business requirements.

Acceptance Criteria

Acceptance will be provided as part of the Go-Live for Global system requirements~~.~~

4. **Integrations**

The State will be responsible for providing or configuring all web services required to expose functionality from the Unisys Mainframe application, and from any other application(s) proposed in Exhibit A or Exhibit B. The Contractor is responsible for determining the required interfaces to the MDOS AHS Solution based on the functional requirements defined in Exhibit A and B. The Contractor will provide the technical designs for these interfaces.

The Contractor is also responsible for the development of their Salesforce web services-based API(s) between the SFDC system and the selected State systems. The State Project Manager and MDOS Project Manager will work with the Contractor to confirm the required interfaces, provide the access to the existing systems to be interfaced, provide the right State resources for technical assistance and direction for the State systems; and will provide any inter-departmental or inter-agency agreements required for cooperation with MDOS to gain access to systems and resources.

The Contractor will be required to interface with a Unisys mainframe. For purposes of this proposal, the method of interfacing is assumed to be a web-based API interface. All interfaces will be reviewed and mutually agreed upon between the State and the Contractor.

The Contractor will propose a list of Integration services, based on MDOS Functional and Non-Functional Requirements (Exhibits A and B). The State will provide required FTP / Secure FTP server(s) for acceptance of any batch file upload and download required between State systems and Salesforce.

Deliverables

- Interface design documents
- Integration to the State of Michigan systems as required by the functional requirements documents
- Creation of the required interfaces
- Updates to the project schedule for specific tasks associated with all interfaces, including tasks, start dates, end dates, resources and dependencies.

Acceptance Criteria

- Approval of Contractor prepared Interface design documents by the DTMB PM
- Demonstration of successful integration to required State of Michigan systems
- Final approval and acceptance will be provided as part of the Go-Live for Global system and Business requirements.

5. **Transition and Operation Planning**

Deliverables

- Operations transition plan

Acceptance Criteria

- Approval of operations transition plan by the DTMB PM and MDOS PM.

6. System Testing

Deliverables

- Create test scripts
- Create test procedures
- Create test data
- Execute test scripts
- Ensure that data is loaded to the Test Environment and refreshed as needed throughout testing
- System Test results
- Conduct load, stress, and performance testing
- Documentation of all test results
- Record defects
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Defect resolution
- Modify test scripts and scenarios, as needed throughout testing
- Create additional test scripts and scenarios, as needed throughout testing
- Retest resolved defects and perform regression testing
- Provide customized data or interface files, as needed, to complete test scenario execution
- Conduct status meetings as required

Acceptance Criteria

- All system tests pass
- Complete documentation of all tests approved by DTMB PM and MDOS PM.

7. User Acceptance Testing (UAT)

Refer to UAT Acceptance Testing in the Master Contract 071B5500113 (1.104 C, Construction and Testing).

Results of UAT testing will be captured by UAT testers in a system, as identified by MDOS.

Deliverables

- Assist State users in development of UAT test cases
- Assist State users in development of UAT test scenarios
- Assist State users in tracking of UAT results
- Assist State users in loading data to the Test Environment
- Provide customized data or interface files called out in Exhibits A & B to the State, as needed, to complete test scenario execution
- Provide UAT training to State of Michigan UAT testers

- Assist with the creation of the UAT Test schedule
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Participate in Problem Review meeting(s)
- Correct defects found
- Conduct status meetings

Acceptance Criteria

- 100% UAT test cases executed with mutually agreed UAT exit criteria for number of defects by severity category.

D. TRAINING AND DOCUMENTATION

The Training approach, training materials, and types of UAT User Training shall be mutually agreed upon between the Agency (MDOS) and the Contractor. The Contractor shall propose the Training approach and documentation to be provided by State for End-User Training. The Training approach and materials shall be documented in both the UAT Tester Training Plan and the End User Training Plan.

The Contractor will conduct three (3) “End User Training Sessions” with the State – one each for the System Admin and Super Users, Staff Users – clerical and Staff Users – Hearing Officers. Training will be held for up to 14 end users during each session.

E. IMPLEMENTATION

Reference to Section 1.104. E (Implementation) of the Master Contract 071B5500113, in its entirety with the exception of the changes listed below. Additionally, the Deliverables and Acceptance Criteria are listed below and refer to the Master Contract.

Implementation Planning

Deliverable

- Cutover plan
- “Go/No-Go” check list

Acceptance Criteria

- Approval of the cutover plan by the State PM
- Approval of the Go/No-Go check list by the State PM and MDOS Project Lead

Installation Testing

Deliverables

- Production environment tested to ensure it is fully installed and operating properly
- Ensure data has been migrated to the production environment
- Resolve any issues/problems for installation
- Documentation of all installation test results

Acceptance Criteria

- Acceptance of installation test results by the State Project Manager and MDOS Project Manager

Go Live

Deliverables

- System operational in the production environment.
- Resolve any system related issues or problems identified in the production system
- Documentation of issues
- Documentation of resolutions to issues completed within production startup phase
- Provide onsite support during production startup phase for a total of 10 business days

Acceptance Criteria

- Signoff from the State Management team to accept the successful Go-Live of Production at completion of Go-Live.

Post-Implementation Evaluation Report (PIER or Closeout Report)

Deliverable

- Complete the Post Implementation Evaluation Report
- Correct any identified deficiencies

Acceptance Criteria

- Approval of Post Implementation Evaluation Report by the DTMB PM and MDOS Project Manager.

F. WARRANTY

Refer to Section 1.104. F (Warranty) of the Master Contract 071B5500113, in its entirety with the exception of the changes listed below. Additionally, the Deliverables and Acceptance Criteria are listed below and refer to the Master Contract.

WARRANTY PERIOD

The Contractor must provide a 90 day warranty period commencing with the SOM acceptance after Go-Live.

Deliverables

- Creation of a Warranty Services Plan
- Provide warranty services as defined in the Warranty Service Plan
- Defect repair - MDOS Salesforce web-service API Integration bugs repaired at no cost to State. State will assume responsibility for all integration bugs repaired on State system side of interface.

Acceptance Criteria

- Documentation of the Warranty Services Plan approved by DTMB Project Manager, MDOS Business Lead and MDOS Project Manager

G. MAINTENANCE AND SUPPORT

The Maintenance and Support shall be mutually agreed upon between the Agency and the Contractor. The Contractor shall propose Maintenance and Support services. Maintenance and Support shall be documented in the Maintenance Plan. Development of the Maintenance Plan can occur concurrent with the 90-day Warranty Period, but must be completed by the end of the warranty period.

H. KNOWLEDGE TRANSFER AND TRANSITION

The Knowledge Transfer and Transition shall be mutually agreed upon between the Agency and the Contractor. The Contractor shall propose Knowledge Transfer and Transition services. Knowledge Transfer and Transition shall be documented in the Operational Transition Plan.

I. FUTURE ENHANCEMENTS

The Contractor shall propose supplemental services for future enhancements.

Approach and Timeline

The Contractor's approach incorporates specialized case management domain knowledge and Salesforce implementation expertise. Requirements, standards and processes established in the design phases will be leveraged through to development and testing to meet the needs of the business.

The high level timeline for implementation of proposed project is shown in Exhibit D attached. The proposed timeline is based on an May 9, 2016 start date. The proposed go live is for July 25, 2016 followed by two (2) weeks of onsite support and project handoff to the State by August 08, 2016. This will be followed by a 90-day warranty support period ending November 6, 2016. The Project Plan is subject to finalization of a mutually agreed upon project start date and timeline.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES AND RESPONSIBILITIES

The contractor shall propose the key project contacts, their roles and responsibilities, and supporting staff.

-

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

-

Legal Services Administration Business Management for this Project are:

William Kordenbrock, LSA Project Sponsor

Chief Legal Counsel, Legal Services Administration

430 W. Allegan Street

Lansing, MI 48933

Office: (517)241-3463|kordenbrockw@michigan.gov

Colleen Tulloch-Brown—LSA/AHS Business Lead

Administrative Law Manager, Administrative Hearings Section

430 W. Allegan Street

Lansing, MI 48933

Office: (517)241-8368|Tulloch-brownC@michigan.gov

The Administrative Hearing Section Executive Subject Matter Experts for this Project are:

Linda Hills, Executive SME and Test Manager

Appeals Support Unit Manager, Legal Services Administration

Michigan Department of State

430 W. Allegan Street

Lansing, MI 48933

Office: 517-335-0033

Email: HillsL@michigan.gov

Melissa K. Noll, Executive SME

Senior Executive Management Assistant, Legal Services Administration

Michigan Department of State

Office: (517) 241-3463

Fax: (517) 373-9539

Email: NollM1@michigan.gov

The DTMB Contract Administrator for this project is:

Thomas Cantrell

Development Manager, DTMB IT Agency Services (AS-MDOS)

Operations Center 1SC

7285 Parsons Drive

Lansing, MI 48913

Phone: 517-636-5049

Cell: 517-242-6699

CantrellT@michigan.gov

The designated Agency Project Manager is:

Vera V. Grishkina

Project Manager, Office of Technology & Project Services

Project Services Section

Operations Center 1SC

7285 Parsons Drive

Lansing, MI 48913

Office: (517) 636-4351

Fax: (517) 636-0401

Email: GrishkinaV@michigan.gov

The designated DTMB Project Manager is:

Todd S. Elsenheimer, PMP

Project Manager, DTMB Enterprise Portfolio Management Office (EPMO)

DTMB Agency Services (AS-MDOS)

Operations Center 1SC

7285 Parsons Drive

Lansing, MI 48913

Phone: 517-636-0253

Cell: 231-640-4367

elsenheimert@michigan.gov

- **AGENCY RESPONSIBILITIES**

MDOS Project Manager, Executive SMEs and MDOS/AHS Business Lead responsibilities shall include, but are not limited to, the following:

- Project Management and Project Oversight (Project Steering Group)

- Business Process and Workflow Review and Design
- Business and Functional Requirements Definition
- Assistance with Test Cases Development
- All Project Stages and Milestones Walkthroughs and Approvals
- Data Cleanup and Migration Plan Development
- Training Plan Development
- Training Plan review and approval
- Deliverables Review and Acceptance
- User Acceptance Testing

- **TASKS:**

DTMB will be required to assist with the following tasks:

- Security Evaluation
- Enterprise Architecture Review and Approval
- Requirements Review and Approval
- Resource Allocation (DTMB)
- Web Interface Development (Mainframe Connection Service or selected service)
- Hardware and Software Installations within the SOM System (as determined)
- Data Cleanup and State Side Migration Planning
- Deliverables Review and Acceptance
- Other tasks as determined during the Requirements Review with the Contractor

B. WORK SITE REQUIREMENTS

LOCATION OF WORK TO BE PERFORMED:

The support services available through the contract are to be performed, completed and managed at the following locations:

1. Offsite Location #1: 901 International Pkwy, Lake Mary, FL 32746
2. Onsite Location #2: 430 W. Allegan Street in Lansing, Michigan, 48918
3. Onsite Location #3: 7285 Parsons Drive in Lansing, Michigan, 48913

WORK HOURS AND CONDITIONS:

Work hours must not exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

The State will not pay overtime.

EXPENSES:
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. This includes travel costs related to training provided to the State by the Contractor.

Total Estimated Project Cost does not include any potential costs incurred by DTMB or MDOS

1.300 Project Initiation and Planning

- **1.301 Project Plan**

The following outlines the requirements for the Project Plan Deliverable. The Contractor shall propose a preliminary and final Work Plan, including Project Milestones. The Project Control and Reports section of this document outlines the Project Management documentation.

The Contractor Project Plan shall include the following:

- Change Management Plan
- Communications Plan
- Resource Plan
- Risk Management Plan
- Security Assessment and Plan
- Test Plan
- Implementation Plan

- **1.302 Project Schedule**

Preliminary and Final Contractor Work Plan with a Project Schedule and Milestones which includes:

- Detailed tasks for each project phase including dependencies
- Identification of resource assignments
- Dates when deliverables are submitted to the State for review
- Dates when deliverable approval is expected
- Estimated start and completion dates
- Frequency of project status report and correspondence

- **1.303 Project Phase Kick-off Meetings**

Refer to section 1.303 of the Master Contract.

- **1.304 Project Status Reporting—Weekly Reporting**

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

1.400 Project Management

Refer to Section 1.400 of the Master Contract.

SUITE Methodology

The overall purpose of the State Unified Information Technology Environment (SUITE) is to bring the Department of Technology, Management & Budget (DTMB) systems development areas up to Capability Maturity Model Integration Capability Maturity Model Integration (CMMI) Level 3, which ensures consistent process usage throughout the organization. This includes using the same Project Management Methodology (PMM), Systems Engineering Methodology (SEM), Process Management, and Supporting Processes across all systems development areas within DTMB. The overall goal of SUITE is to integrate Project Management, Systems Engineering, Process Management, and Supporting Processes into a single unified environment. The following are the PMM and SEM deliverables that will be utilized to govern the project throughout the SEM Lifecycle. While each deliverable is State of Michigan specific the Contractor may present a represented deliverable in its place with the approval of the MDOS and DTMB Project Managers.

- SEM-0501 Functional Design
- SEM-0602 Test Plan
- SEM-0604 System Design
- SEM-0702 Installation Plan
- SEM-0703 Training Plan
- Enterprise Architecture Solution Assessment
- DTMB–170 - Project Security Plan and Assessment
- PMM-0102 - Project Management Plan
- PMM-0104 - Project Closure Report
- DTMB-0208 - Disaster Recovery Planning
- SEM-0107 - Structured Walkthrough required for each Project Deliverable
- SEM-0189 - Signoffs Required for each Stage via a Stage Exit Process

CHANGE CONTROL

The Contractor may on its initiative and at its expense prepare and submit any Change Request to the State of Michigan. Within fifteen business days, the State will respond in writing to such request and either: (i) accept the Change Request; (ii) reject the Change Request; or (iii) propose a Change Request pursuant to the process described above. If the parties agree to carry out a change requested

by the Contractor, a written Change Notice must be executed by both parties prior to the Contractor's commencement of any changes.

1.500 ACCEPTANCE

1.501 Deliverable Acceptance Criteria

Refer to section 1.501 of the Master Contractor

DTMB Project Manager, MDOS Business Lead and MDOS Project Manager must formally accept deliverables. Upon acceptance, deliverables may be considered complete. The Contractor, DTMB Project Manager, MDOS Project Manager and MDOS Business Lead shall agree upon the deliverables requiring a formally signed Transmittal Document (electronic or physical signature). Remaining deliverables may be received via email and approved via an email from the DTMB Project Manager and/or MDOS Project Manager.

PROCESS FOR APPROVAL FOR WRITTEN DELIVERABLES:

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

1.501 Acceptance for Milestone Payments

The summary of Milestones and Deliverables

Milestone Payments	Milestone Deliverable Description
Milestone #1	• **Project Management Plan** • Project Plan (Updated as Required After Milestone Delivery)
Milestone #2	• **Vendor Work plan with Project Schedule** • Bi-Weekly Status Reports (including Action Items, Issues and Risks, Milestones) Contractor Work Plan with Schedule and Resources Allocation* • Contractor Work Plan with Schedule and Resources Allocation
Milestone #3	• **Business Requirements and Design Document** • Business Review Process (TO BE) Business Requirements Document (Functional & Non-Functional) • Functional Design Document • Technical System Design Document (Includes User Interface, Conceptual Architecture, Configuration, and Installation Designs) • Interface Design documents
Milestone #4	• **Completion of UAT** • Configured System per the System and Business Requirements • User Acceptance Testing Report and Defect Resolution
Milestone #5	• **Completion of Post Go Live** • Documentation of Go-Live and Issues resolution • Maintenance and Support Plan • Deployed Salesforce Application in Production Environment. (Note: Implementation of the Business Requirements, contained in Exhibit A and Exhibit B of the SOW).
Milestone #6	• **Completion of Warranty Period** • Provision of Warranty Services for 90 days

1.503 Final Acceptance

Refer to section 1.503 of the Master Contract.

Additionally, the Final Acceptance must be formally signed using a Final Acceptance Document after a minimum of 15 business days of post Go-Live support, provided all Critical and Major defects are resolved and a work around, acceptable to the State, is provided for any Medium or Minor severity defects.

Performance And Reliability Evaluation (PARE)

The State requires a Performance and Reliability Evaluation (PARE), as a condition of the Completion of the Warranty Payment. The parameters of the PARE are defined in section 1.502 of the Master Contract. The State will closely monitor the system performance during the PARE period. Prior to PARE period initiation, a committee of three persons will be chosen by the parties involved. The committee will consist of one Contractor representative and two State personnel (business and technical). Throughout PARE, the committee will evaluate the system's performance each business day.

The PARE will consist of two phases.

1. PHASE I

The first phase is a review of the system for compliance with all required specifications. If the State determines that any component or feature of the delivered system does not comply with the specifications, the State will notify the Contractor, allowing 10 business days for the Contractor to rectify. The PARE period will restart once the Contractor has rectified the deficiency. If the Contractor is unable to rectify the deficiency, the State reserves the right to cancel the contract, continue to withhold any remaining payment balances, and/or pursue liquidated damages. If the system passes the specification conformance review, the system will enter Phase II.

2. PHASE II

a. The PARE begins after user acceptance testing and when the Contractor certifies that the system is ready for use by the State.

b. If files are destroyed or any information is lost as a result of a problem with the Contractor-created system and must be rebuilt, the time required to rebuild the files will be considered a system deficiency or failure to meet specifications, requiring a restart in the PARE period.

c. A functional benchmark demonstration will be run for the PARE. The Committee will confirm that the installed system is capable of performing the same functions that were

demonstrated, in compliance with statutory time limits. This demonstration must be completed successfully to the satisfaction of all members of the PARE Committee.

PROCESS FOR APPROVAL OF SERVICE DELIVERABLES:
The State Review Period for approval of Service Deliverables is governed by the applicable Statement of Work/Purchase Order which in accordance with the standard State Review Period, shall be ninety (90) Business Days for a Service Deliverable. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved or accepted in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and (120) Business Days to resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

The follow Acceptance Criteria will be administered by DTMB throughout this project:

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

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

(c) Prior to commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered without material deficiencies. If the State determines that the Deliverable has material deficiencies, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State and Contractor receive the Deliverable and agree that the Deliverable is ready for use. Post implementation, the State has ninety (90) days to notify the Contractor(s) in writing for correction of any deficiencies identified.

(d) The State will approve in writing a Deliverable upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within 120 Business Days, and at Contractor's expense for all deficiencies in the Deliverable that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep any resulting Contract(s) in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract(s) price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

1.600 Compensation and Payment

Refer to section 1.600 in the Master Contract

- **PAYMENT SCHEDULE:**

Payment will be made by Milestone based on acceptance of each Deliverable within the Milestone. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Contracts area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals. All invoices must reflect actual work completed by payment date, and must be approved by the Agency, Agency Project Manager and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed the progress of the project, and fees. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

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

The final acceptance criteria for each milestone is found in Section 1.503 of the Master Contract. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19 of the Master Contract 071B5500113.

The Contractor proposes to perform the Services included in this SOW on a fixed-fee basis. Based on the scope, timing, client responsibilities, and assumptions set forth herein, the Contractor fees for the Services will be $377,010.

The Contractor will invoice the State the fee amounts based on the payment schedule listed in the table below.

Cost Breakdown by Phase and Resource –

Project Cost Summary

No.	Project Cost(s)	Cost ($)	Comments
Planning and Discovery			
1.0	**Project Management Plan** (includes the following services and deliverables – Project Initiation & Planning, Project Kick-off, and Project Managemetn Plan)	$ 30,150	
	Vendor Work Plan with Project Schedule (includes Bi-Weekly Status Reports (including Action Items, Issues and Risks, Milestones) Contractor Work Plan with Schedule and Resources Allocation*	$ 40,360	
Requirements and Design			
2.0	**Requirements and Design Document** (includes the following key deliverables – (Completed Business Requirements Document (Functional & Non-Functional; Functional Design Document; Technical System Design Document; Interface Design documents)	$ 94,500	
Construction and Testing (SIT) and Completion of UAT			
3.0 4.0	**Completion of SIT & UAT** (includes the following key deliverable – Configured System per the System and Business Requirements , and completed User Acceptance Testing Report and Defect Resolution	$ 116,500	
Implementation			
5.0	**Implementation (Completion of Go-Live)** (includes the following key deliverables – Documentation of Go-Live and Issues resolution; Maintenance and Support Plan; Deployed Salesforce Application in Production Environment	$ 58,500	
Completion of Warranty Period			
6.0	**Completion of Warranty Period** (includes the following key deliverable - Provision of Warranty Services for 90 days)	$ 37,000	
	Total Project Cost	$ 377,010	This is the total cost to the state (which includes 14 weeks of planning, design, build, test, training, and deloyment - plus 10 days of post-deployment support, and 90-days of Warranty Support.

- **Exhibit A – BUSINESS REQUIREMENTS**

This Exhibit contains preliminary business and functional requirements (v.1.0) including expectations of the Implementation Contractor to support a hosted environment. Requirements identify what the System must run on or integrate with, including any standards that must be met, security requirements and interfaces. Technical requirements will also identify the general framework in which the Case Management System must work, such as: capacity requirements (number of, concurrent, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

Contractor must provide deliverables, services and staff, and otherwise do all things necessary or incidental to provide the functionality required for the State's business operations, in accordance with the requirements as set forth below.

For each requirement the Contractor has identified the "Method of Compliance" according to the following criteria:

- "1" under "Method of Compliance" if the solution will fully meet the requirement with no configuration nor customization.
- "2" under "Method of Compliance" if the solution will fully meet the requirement through configuration.
- "3" under "Method of Compliance" if the solution will fully meet the requirement through customization.

Contractor solution must comply with all requirements as identified below as part of the solution proposed at the firm fixed price quoted

Legend:

Attorney	Represents a Petitioner
Business System Administrator	MDOS will be able to have full rights to the Platform-as-a-Service package from a business workflow perspective.
Case Management System (CMS)	Platform-as-a-Service package
Contractor	Platform as a Service Integration Contractor
IT System Administrator	DTMB Employee who has overall rights to administer the Platform-as-a-Service package from a technical role
Petitioner	Individual requesting an appeal of an agency action.
Super User	MDOS AHS/LSA state employee who has special privileges needed to administer the function(s) of the Platform-as-a-Service package
AHS User	AHS/LSA personnel

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
1. Please click on the following links for information related to specific State, Federal, engineering, trade or industry standard, policy, certification, or specifications, a Contractor is required to follow: 1. ADA Compliance 2. www.michigan.gov/ somlookandfeelstandards 3. www.michigan.gov/suite				X			M
2. The Contractor must update product and all related applications to ensure ongoing compatibility in accordance with SOM required updates (i.e. Microsoft, Internet Explorer, etc.) at no additional cost.	Yes	X					M
3. Standards related to data security and compliance are outlined in the Contract, Contractual Terms and Conditions, Article 3, Section 3.001, Subsection 5.1 and Article 1, Section 1.103 for standards related to data security and compliance in accordance with State of Michigan rules and regulations.	Yes		X				M
4. Contractor must maintain the Case Management System compatibility with Microsoft Office Suite 2010 (and any subsequent versions) and/or Office 365 at no additional cost.	Yes	X					M
5. Contractor must maintain the Case Management System compatibility with Internet Explorer 10 and any subsequent versions at no additional cost.	Yes	X					M
6. Contractor must maintain the Case Management System compatibility with Microsoft Windows 7 and any subsequent versions of the Operating system at no additional cost.	Yes	X					M
2.0 FUNCTIONAL REQUIREMENTS	**Method of Compliance**					**Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)**	**Mandatory/ Optional**
	YES	**1**	**2**	**3**	**NO**		
7. The Case Management System is able to process the intake of a minimum of 20,000 requests annually.	Yes	X					M
8. The Case Management System is a repository for information regarding Attorneys, handling license Appeals.	Yes		X				M
8.1 The data table for in-state Attorneys and the list of Prosecutors Supporting AG (by county) shall be exported/migrated to Salesforce.	Yes		X			Assuming this will be a one-time export into Salesforce, and that source migration file will be formatted to specifications agreed to by State and Deloitte	M
8.2 AHS User shall be able to manually manage the Attorney table after the initial data migration.	Yes	X				Assuming 'user' specified will have 'system administrator' rights and capabilities.	M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
9. The Case Management System is a repository for information regarding State of Michigan Law Enforcement Agencies.	Yes		X				M
9.1 The data table for ORI-Law Enforcement shall be exported/migrated to Salesforce.	Yes		X			Assuming this will be a one-time export into Salesforce, and that source migration file will be formatted to specifications agreed to by State and Deloitte	M
9.2 AHS User shall be able to manually manage ORI (Organization Reporting Incident)-Law Enforcement information after the initial data migration.	Yes	X				Assuming 'user' specified will have 'system administrator' rights and capabilities.	M
10. An AHS User can link to the Michigan Bar Association website from the Case Management System.	Yes	X				Provide a URL link to the Michigan Bar Association website. Requires no integration or passing of data between the systems	M
10.1 When manually adding the Attorney's P# to the Attorney P# field in Salesforce, the attorney information (name, email, phone number, address, etc.) will automatically be displayed.	Yes	X				User only requires ability to update/enter an Attorney's bar number (P#) into a field in AHS system, and then going forward a 'search on bar number/P#' will pull up Attorney information.	M
11. The Case Management System verifies the Driver's License Number matches petitioner or vice versa.	Yes			X			M
11.1 Case Management System shall display an error (if no match of the DL#) and allow an AHS User to manually review and modify field/s in CMS, where error conditions are displayed.	Yes		X			Any modifications to fields in Salesforce for which the Unisys Mainframe system is the system of record will not trigger an update of that field(s) in the Unisys system from Salesforce system.	M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
12. An AHS User is able to search for a customer record(s) in the Case Management System by multiple fields, including but not limited to: 1. Driver License Number 2. Case number 3. Petitioner Name 4. Address (Street Name/Number, City/State/Zip, Special/Temporary) 5. Email Address 6. Phone Number 7. Attorney Name 8. Originating Law Enforcement Agency ORI # (Law Enforcement Agency) 9. Case Type 10. Presiding Hearing Officer 11. Hearing Date	Yes		X				M
13. The Case Management System returns search results for a customer record(s).	Yes	X					M
14. A Petitioner is able to view a soft-version of instructions for how to submit a request: 1. Request for a Hearing 2. Request for a Transcript 3. Options available to pay for a Transcript 4. Request for an Adjournment 5. Request removal of an Ignition Interlock Device	Yes		X				M
15. The Case Management System has on-screen field descriptions (mouse over).	Yes	X					M
16. The Case Management System includes a soft version of the User Guide.	Yes		X				M
17. The Case Management System includes a soft version of the Technical Operation Guide.	Yes		X				M
18. A Petitioner/Attorney is able to submit a request for a Hearing online.	Yes			X			M
19. A Petitioner/Attorney is able to submit a request for an Adjournment or Withdrawal online.	Yes		X				M
20. An AHS User is able to accept or deny an Adjournment or Withdrawal request in the Case Management System.	Yes		X				M
21. A Petitioner/Attorney receives an email or hard copy notification when an AHS User DENIES a request for Adjournment in the Case Management System.	Yes		X				M
22. ALL parties are notified when an AHS User APPROVES a request for Adjournment: Parties include: 1. Petitioner 2. Attorney 3. Hearing Officer 4. Law Enforcement 5. Other/s (additional Case Contact/s email will be manually entered in CMS by AHS User) (Note: This requirement is not specific as to how notifications will be made for parties that do not receive electronic notifications).	Yes		X				M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
23. "CASE NUMBER" is a required field for all requests submitted online that are NOT for a hearing: 1. Request for an Adjournment 2. Request for a Transcript	Yes	X					M
24. The Case Management System links a Petitioner/Attorney's request to an existing CUSTOMER RECORD when "Case Number" is a required field: 1. Request for an Adjournment 2. Request for a Transcript	Yes		X				M
25. A Petitioner/Attorney is able to attach documents to a request submitted online (PDF, Word, Excel, images / JPEG, Word Perfect, etc.). NOTE: MDOS will provide a list of type files the CMS shall allow the Petitioner/Attorney user to attach.	Yes	X					M
26. The Case Management System accepts multiple document formats (PDF, Word, Excel, images / JPEG, Word Perfect etc.) NOTE: MDOS will provide a list of type files the CMS shall accept.	Yes	X					M
27. An AHS User is able to print any document or form that has been submitted manually or electronically (PDF, Word, Excel, images / JPEG, Word Perfect, etc.) NOTE: MDOS will provide a list of type files the User can print.	Yes	X					M
28. A Petitioner/Attorney is able to "save and continue" a request on-line.	Yes	X					M
29. A Petitioner/Attorney is able to view/access/print previously submitted requests on-line.	Yes	X				Assuming "Ability to Print documents" by external users is limited to whatever printers are available from their personal 'browser accessible printers'.	M
29.1 Petitioner/Attorney is able to update the Petitioner's address and the attorney information in Salesforce. If the petitioner changes address after the hearing is scheduled, the petitioner will be responsible for requesting an Adjournment. The Hearing Officer shall have the ability to use the petitioner-provided address for mailing the Order.	Yes		X				M
29.2 The Case Management System shall validate P#, if entered by the Petitioner/Attorney, and return an error, if the P# is not on file or inactive.	Yes		X			Validation of P# will only be done against Salesforce database. No external database search will be provided at this time.	M
29.3 Attorney is able to update their address in CMS (NOTE: the address change shall update the address in the Attorney table in CMS for all of the attorney's cases).	Yes		X				M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
30. A Petitioner/Attorney is able to view/access/print previously submitted documents on-line.	Yes	X				Assuming "Ability to Print documents" by external users is limited to whatever printers are available from their personal 'browser accessible printers'.	M
30.1 Petitioner/Attorney is able to attach additional documents in Salesforce after the hearing request is accepted by the system or AHS User and the case is still active. NOTE: additional documents are not required, but may be submitted by the Petitioner/Attorney, as additional evidence/support for the hearing.	Yes	X				If 'additional documents' include 'updated versions of existing documents, no version control will occur. Once added, only State staff can delete or modify existing documents on the case record.	M
31. A Petitioner/Attorney is able to "opt in" to receive case/general correspondence electronically.	Yes		X				M
32. The Case Management System sends correspondence electronically when a Petitioner/Attorney "opts in".	Yes		X				M
33. The Case Management System generates a batch file of documents to be printed at a local printer (i.e. Notices, Orders, General Correspondence to Petitioners/Attorneys/Law Enforcement).	Yes			X		Assumption is that a 'local printer' is a printer accessible from the user's current 'desktop browser'. and that a 'batch file of documents' can include a 'merged single PDF file' of all batched documents.	M
33.1 The Case Management System generates a batch file of defined format documents to be printed by the Consolidated Print Center (Phase 2 of the project) (i.e. Notices, Orders, General Correspondence to Petitioners/Attorneys/Law Enforcement).	Yes			X		Our proposal does not include costs or efforts for anything related to Phase 2, which has not been defined at this point. We can deliver this functionality when needed.	M
34. The Case Management system displays a WARNING message when a Petitioner/Attorney has not attached all the required documents to an online request.	Yes			X			M
35. The Case Management System displays an ERROR message to a requestor when data is missing in a required field.	Yes	X					M
36. The Case Management system displays an ERROR message when an invalid EMAIL ADDRESS FORMAT/EXTENSION is entered (i.e. .net, .com, .gov, missing/incorrect values, etc.)	Yes	X					M
37. The Case Management System generates an automated notification that a Petitioner/Attorney's online request has been submitted successfully.	Yes		X				M
38. Request forms submitted online by a Petitioner/Attorney automatically upload into the Case Management System.	Yes		X				M
39. A User is able to manually enter any request type into the Case Management System.	Yes		X				M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
40. The Case Management System posts or "flashes" an indicator to the Master Driving Record when a License Appeal has been entered.	Yes			X			M
41. The Case Management System posts or "flashes" an indicator to the Master Driving Record when a Circuit Court Appeal has been entered.	Yes			X			M
42. Attachments submitted by a Petitioner/Attorney online automatically upload into the Case Management System.	Yes	X					M
42.1 The Case Management System shall notify an AHS User/s when the Petitioner/Attorney uploads a new attachment to the case.	Yes	X					M
43. An AHS User is able to retrieve documents submitted by a Petitioner/Attorney in the Case Management System.	Yes	X					M
44. The Case Management System assigns a Case Number to all successfully submitted requests for a HEARING in the following format: Case Number = "C001123" C = Letter Code for Calendar Year 001 = Julian Date (e.g. "001" is the 1st day of the year) 123 = Sequential count of cases created for current business day.	Yes			X			M
45. A Petitioner's Driver Record (DR) is GENERATED, as a PDF document, real-time by the Mainframe System when a NEW request for a hearing is created in the Case Management System.	Yes			X			M
46. A Petitioner's driver record is STORED, as a PDF document, in the Case Management System after it has been generated by the Mainframe System.	Yes			X			M
46.1 The AHS User shall have the ability to electronically retrieve and print an updated Driver Record prior to the scheduled hearing.	Yes			X		The AHS User referenced here will be an internal AHS staff member with appropriate licensing and role(s).	M
47. The Case Management System interfaces online-real-time with State of Michigan existing Mainframe System(s), using defined web service interfaces.	Yes			X			M
48. The Case Management System interfaces with the Mainframe System(s) to retrieve the eligibility status for a hearing request, based on the Driver Record.	Yes			X			M
49. An AHS User is able to manually enter/modify an eligibility status determined by the mainframe in the Case Management System.	Yes	X					M
50. The Case Management System sends role-based notification(s)/alert(s) when requests are received: 1. Request for a Hearing 2. Request for an Adjournment 3. Request for a Transcript	Yes		X				M
50.1 An AHS User is able to see REQUESTS IN QUEUE in the Case Management System.	Yes	X					M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
51. An AHS User is able to assign a case type for a hearing request in the Case Management System for multiple Case types (see below). Case Types: 1. Implied Consent (IC) 2. Traffic Safety Division (Re-exams) 3. Show Cause 4. Sobriety Court 5. Ignition Interlock 6. Revoked/Denied 7. Change/Removals 8. HIBAC (High Blood Alcohol Content) 9. Legal Issue 10. Medical Application Denial 11. Circuit Court Remand	Yes		X				M
52. The Case Management System accesses and updates the State of Michigan calendar system (Microsoft Outlook) with the hearing information (date, time, location, hearing officer, petitioner's name, case number, type of hearing, etc.). NOTE: Outlook calendars will only be visible according to standard Outlook permissions to view a calendar, set by the user of the calendar.	Yes		X			The State of Michigan Calendar System can be the 'Internal User's calendar reminder, but the level of complexity required for auto-scheduling and 'conditional' hearing planning will not work with the existing MS Outlook application. Assumption is that Salesforce will need to own the "Scheduling and Resource Planning", not Outlook for the resources in question.	M
52.1 An AHS User is able to view scheduled hearings for a Hearing Officer(s) in the Case Management System.	Yes		X			Requires configuration of security roles and groups to give users access to view the calendar display of scheduled hearings for a SHO. This will provide a List View of Hearing Officers' scheduled hearing.	M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
52.2 The Address Book in Outlook Calendar System contains Resource Rooms equal to number of Video Hearing Sites (24 sites). NOTE: the number of sites is subject to change. Example: 1. AHS Video Hearing Room 1 - Location 2. AHS Video Hearing Room 2 - Location 3. AHS Video Hearing Room 3 - 4. Etc.	Yes			X		The tracking and assignment of cases to Resource rooms will be managed in Salesforce, and will control the 'blocked' hours with Salesforce based on 'Forecasted Scheduling Demand' from the CMS system.	M
52.3 The Address Book in Outlook Calendar contains Resource Rooms equal to number of On-Site Hearing Locations (3 sites). NOTE: the number of sites is subject to change. Example: 1. MDOS-Hearing Room 1 - LAN 2. MDOS-Hearing Room 2 – LIV 3. MDOS-Hearing Room 3 - GRR	Yes			X			M
53. The Case Management System automatically schedules a hearing for an eligible Petitioner (per R. 48, and 49), based on AHS business rules for case priority, hearing location (video or live), hearing officer and availability of resources (hearing officer, law enforcement agent, attorney, and location calendar). For detailed AHS business rules, refer to Exhibit B. Business Rules for Auto-Scheduling	Yes			X			M
54. The Case Management System links a scheduled hearing to a Case Number/Customer Record in CMS	Yes		X				M
55. An AHS User is able to print a list/report of scheduled hearings by: 1. Date Range (up to 12 months) 2. Hearing Officer 3. Location Type 4. Case Type	Yes	X					M
56. An AHS User is able to make real-time updates to a scheduled hearing in the Case Management System based on multiple reasons: 1. Adjournment 2. By-pass 3. Cancel 4. FTA 5. Withdrawn 6. Other/AHS Discretion 7. Recusal	Yes		X				M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
57. The Hearing Officer receives a notification when a scheduled hearing has been modified in the Case Management System due to: 1. Adjournment 2. By-pass 3. Cancel 5. Withdrawn 6. Other/AHS Discretion 7. Recusal	Yes		X				M
58. The schedule entry is removed from a Hearing Officer's Calendar when a scheduled hearing has been modified in the Case Management System due to: 1. Adjournment 2. By-pass 3. Cancel 5. Withdrawn 6. Other/AHS Discretion 7. Recusal NOTE: The Hearing Officer shall be able to view the cancelled time slot/hearing on their Outlook calendar as Cancelled.	Yes			X			M
59. The schedule entry is removed from the SITE CALENDAR when a scheduled hearing has been modified in the Case Management System due to: 1. Adjournment 2. By-pass 3. Cancel 5. Withdrawn 6. Other/AHS Discretion 7. Recusal	Yes		X				M
60. An AHS User is able to manually schedule a hearing in the Case Management System at any point in time.	Yes			X			M
61. The Case Management System schedules a hearing for multiple LOCATION TYPES: 1. Video 2. On-Site	Yes			X			M
62. An AHS User is able to manually override a LOCATION TYPE.	Yes			X			M
63. The Case Management System schedules a hearing based on available TIME SLOTS for a defined location: 1. On-site hearings are conducted at the Hearing Officer's Office 2. Video hearings require scheduling both at a branch and Hearing Officer's Office	Yes			X			M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
64. The Case Management System uses defined logic based on AHS business rules, to ASSIGN a case to a Hearing Officer if not assigned manually by an AHS User (see Exhibit B): 1. Remand 2. Conflict of Interest 3. Schedule Availability 4. Location Type (Video vs On-Site) 5. Number of cases already scheduled 6. Case Types 7. By zip code of Petitioner 8. Implied Consent (based on location of Law Enforcement Officer)	Yes		X				M
65. The Case Management System sends role-based notification(s)/alert(s) to an AHS User when one or more "required" actions have not been submitted/completed within time/date range specified. 1. Implied Consent (LEIN Report) 2. Video Affidavits 3. Transcripts 4. AHS Discretion 5. IC "blood" test update within 45 days 6. When an eligible Hearing Request status = PENDING for 45 Days	Yes		X				M
66. An AHS User is able to print a document generated by the Case Management System at a local network printer.	Yes	X					M
67. The Case Management System generates a daily report of HEARING REQUESTS by status (i.e. eligible, in-eligible, questionable).	Yes	X					M
68. The Case Management System generates a daily report of ALL REQUESTS by type: 1. Request for a Hearing 2. Request for an Adjournment 3. Request for a Transcript	Yes	X					M
69. A Hearing Officer is able to create an Order in the Case Management System.	Yes	X					M
69.1 A User (Hearing Officer) is able to enter REASON CODES (by OUTCOME/DECISION) in the Case Management System.	Yes	X					M
70. An AHS User (AHS Staff or Hearing Officer) is able to enter a Hearing Officer decision in the Case Management System.	Yes	X					M
70.1 An AHS User (Hearing Officer) is able to enter the ORDER OF ACTION Types (BASED ON CODES) in the Case Management System.	Yes	X					M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
71. The Case Management System posts or "flashes" a Hearing Officer's DECISION real-time to all required fields of a Master Driving Record as defined in the Standard Action Manual: 1. A field 2. B field 3. C field 4. D field 5. E field 6. F field 7. G field 8. Act Type Code 9. Reason Code 10. Action Description 11. Miscellaneous Data	Yes	X					M
72. The Case Management System posts or "flashes" AHS User ACTIONS to all required fields of a Master Driving Record as defined in the Standard Action Manual: 1. Suspensions 2. Reinstatements 3. Denied/Revoked 4. Restrictions 5. Full 6. Closing of a Case File 7. Miscellaneous Documents	Yes	X					M
73. The Case Management System generates applicable correspondence to MULTIPLE PARTIES (Notices, Orders, General Correspondence) based on the following triggers: 1. Eligibility 2. Case Type 3. Hearing has been scheduled/scheduled hearing date has been modified 4. Order has been entered by a Hearing Officer 5. AHS discretion	Yes		X				M
73.1 The Case Management System generates a CERTIFICATE OF MAILING (LISTING SHEET for ORDERS)	Yes		X				M
74. The Case Management System purges documents, stored in the Cloud, based on AHS' Record Retention Schedule and Rules	Yes			X			M
74.1 The CMS system shall display the list of records to be purged and allow AHS User to approve/disapprove the purge of records.	Yes			X			M
74.2 Documentation purge shall be initiated by AHS User.	Yes			X			M
75. The Case Management System has role-based security at all levels: 1. System Administrator 2. Super User—CMS System Administrator 3. AHS User 4.Petitioner/Attorney User 5. Other MDOS User	Yes	X					M
76. A Super User is able to update business rules in the Case Management System.	Yes	X					M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
77. A Super User is able to assign role functions to all other Users in the Case Management System.	Yes	X					M
78. A User is able to perform tasks in the Case Management based on a predefined "role".	Yes		X				M
79. The Case Management System maintains a UNIQUE "employee ID" for all SOM Users.	Yes	X					M
80. The Case Management System tracks when an AHS User logs in and logs out the system.	Yes		X				M
81. The Case Management System generates standard daily activity reports for AHS Users.	Yes	X					M
81.1 The Case Management System sends an alert after a case has been held and when a case status is not = Closed after 30 Days.	Yes		X				M
81.2 An AHS User is able to print a checklist of scheduled hearings for a location by: · Hearing Officer · Date · Time Slot	Yes	X				Sufficient to provide a 'List View' of scheduled hearings	M
82. The Case Management System has Ad Hoc report capability by status and/or date range. (See sample types of reports in R. 82.1-82.4. A Complete list of reports, required will be provided by MDOS).	Yes	X					M
82.1 An AHS User is able to generate a report by Case Status in the Case Management System: · ELIGIBILITY PENDING · PENDING - Waiting to be Scheduled · SCHEDULED · HEARD · CLOSED · ADJOURNED · RECONSIDERATION PENDING	Yes		X			Assumption that this will not require any integrations/access of data from outside of the Salesforce System.	M
82.2 The Case Management System is able to generate a report showing a list of scheduled Hearings by: · Date · Site · Hearing Officer · Total # of Cases	Yes		X			Assumption that this will not require any integrations/access of data from outside of the Salesforce System.	M
82.3 The Case Management System is able to generate a report showing Hearing Officer activity: · Total Cases Scheduled · Total Cases Heard · Total Cases Adjudicated (Action Code) · Total Cases by Decision Type (Closed Case - Action Code)	Yes		X			Assumption that this will not require any integrations/access of data from outside of the Salesforce System.	M
82.4 The Case Management System is able to generate a report showing the number of cases, created by AHS Users.	Yes		X			Assumption that this will not require any integrations/access of data from outside of the Salesforce System.	M
83. A User is able to CREATE/MODIFY/DELETE a new BOILERPLATE (i.e. Notice, Order, and General Correspondence) in the Case Management System, performed as a global change to the master document, done by a Super User.	Yes	X					M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
84. An AHS User is able to manually GENERATE/MODIFY/DELETE DOCUMENT in the Case Management System, performed as a local change of individual documents, done by an AHS User.	Yes		X				M
85. An AHS User is able to add free-form comments to a Case Record in the Case Management System. (For example: Communications with petitioner/Attorney, Notes for A/G, Corrections, etc.).	Yes	X					M
86. The Case Management System generates a date and time stamp for incoming electronic FILES.	Yes	X					M
87. The Case Management System generates a date and time stamp for outgoing electronic FILES.	Yes	X					M
88. The Case Management System generates a date and time stamp for incoming hard copy Documents.	Yes	X					M
89. The Case Management System generates a date and time stamp for outgoing hard copy Documents.	Yes	X					M
90. The Case Management System updates a Master Driving Record (Mainframe System) real-time when a request for a hearing has been entered.	Yes		X				M
91. The Case Management System tracks Circuit Court Orders/Actions. For example: - An entry is posted to the Driving Record by AHS that the case has been appealed to Circuit Court. - AHS also provides information to Attorney General (AG) or Prosecutor for the case. - There are multiple documents that could be sent out by AHS related to a case.	Yes			X			M
92. The Case Management System posts a decision of a Circuit Court to the Mainframe.	Yes			X			M
93. A User is able to enter a Circuit Court decision in the Case Management System.	Yes		X				M
94. A User is able to enter a review period for a Circuit Court case up to 12 months in duration.	Yes		X				M
95. An AHS User (Hearing Officer) is able to enter additional Participants in an AHS Order for a case in the Case Management System (a document tool field requirement).	Yes	X				Only requires that a Hearing Officer adds 'names' to a document he/she is preparing. No storage or contact tracking for the 'other participants' is required	M
96. An AHS User is able to enter Payment information (ELIGIBLE and PAID) to Prosecuting Attorneys in the Case Management System.	Yes		X			Assumption is that 'Payment Information' does not include any credit payment information (CPI) that would classified as sensitive information.	M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
97. An AHS User is able to scan a document directly into Salesforce (i.e. bypassing saving a document on the computer first).					X	As a 'cloud-based' system, no 'direct access' to a scanning platform/ system at the client site is possible. A 'scanning application/platform' that performs the actual scanning process must 'send/email' the scanned document (file) to Salesforce where it could be automatically attached to the referenced case/hearing.	M
98. An AHS User is able to save a scanned document for storage in Salesforce.	Yes	X				Scanned documents will be saved in Salesforce Government Cloud.	M
99. An AHS User is able to upload and attach a scanned document into the Case Management System.	Yes	X				Assuming the source of 'upload' will be the 'AHS user's desktop system, and that upload would be through an email with attachment, or the AHS User attaching the scanned document from the Case/Hearing record in Salesforce	M
100. Petitioner/attorney/prosecutor/ law enforcement shall have the ability to request a transcript electronically.	Yes	X				Assumption that 'request' does not include the delivery of the transcript.	M
101. AHS User shall have the ability to securely provide/receive the record and the audio file electronically to/from the transcriptionist.	Yes			X		Assumption that 'securely providing/receiving' of file does not require any additional system interface or integration; and that the size of the audio file(s) do not exceed the maximum file size limitations of either the State's or Salesforce's system file size transfer capabilities.	M
102. Petitioner/attorney/prosecutor can make an electronic payment for the requested transcript.	Yes			X		Assumption is that State will provide the Credit Card Payment processing provider and a URL link for Salesforce to be used for Petitioner/attorney/ prosecutor for electronic payments.	M

1.0 GLOBAL REQUIREMENTS	Method of Compliance					Comments (include in comments SECTION WHERE this is discussed in the Contractor's SOW)	Mandatory/ Optional
	YES	1	2	3	NO		
103. AHS User shall have the ability to securely provide (by email or via a download through the CMS) the transcribed audio file (Transcript) to the petitioner/attorney/prosecutor/law enforcement.	Yes			X		Assumption is that if the term "Securely Provide" requires either 'Secure Email" or "Secure FTP" technology, the State will provide those file delivery capabilities. There is also the assumption that the size of the 'audio file' will be within the transport limitations of both Salesforce system and State's systems.	M
104. The system shall have the ability to provide the Petitioner with a list of Interlock Ignition Contractors in a rotating or randomized order within a Hearing Office Order.	Yes			X			M
105. The Case Management System shall modify the Case Status value, based on specified AHS workflow rules (see example in 105.1).	Yes			X			M
105.1 The default status of a case is "PENDING" when a "SCHEDULED" Hearing does not take place on the date scheduled and the status is NOT = HEARD OR CLOSED	Yes			X			M
106. The System must retain the history of all scheduled dates, scheduled for a case number, including when adjourned or cancelled.	Yes		X				M
107. The Case Management System must use the existing SOM Architecture and SOM web service (MCS.net) to create necessary interfaces between the CMS and the Mainframe to fulfill the Business Requirements.	Yes			X		Assumption is that all CMS requirements for necessary interfaces can be achieved through the interface with the MCS.net infrastructure. Any gaps with MCS.net ability to meet the related requirements in this SOW will be the responsibility of the State to remedy within the timeframes of this project.	M
Grand Total	107						

EXHIBIT B BUSINESS RULES FOR AUTO-SCHEDULING IN CASE MANAGEMENT SYSTEM

ASSUMPTIONS

1. The Mainframe System will provide a field indicating eligibility status for a hearing case (example: eligible, questionable, and ineligible).
2. AHS User will manually confirm the eligibility status prior to marking the case status as 'pending for scheduling' (i.e. ready for auto-scheduling).
3. AHS User will initially set up a profile for a Law Enforcement Agency, using non-variable rules (example: Law Enforcement Agencies with pre-determined schedules when available for IC hearings—9am only, 4pm only, etc.).
4. AHS User will manually set up and manage the schedules for hearing locations (must be set prior to weekly auto-scheduling is done).
5. If a specific Hearing Officer is required for a hearing, AHS User will manually input the Hearing Officer.
6. TBA (To Be Announced) hearings will be scheduled manually by AHS Users.

Business Rules (Logic)

1. The system (Salesforce) shall schedule hearing cases in batches once a week 4 weeks in advance for a predetermined period, but can also be initiated at AHS' request. Only cases, marked by AHS User or the system with a case status as "eligible for hearing", will be scheduled.
   1.1. AHS shall have the ability to enter the period of time for which the CMS system will do auto-scheduling.
2. Salesforce shall display to the AHS user the fields required for scheduling as part of the review of the cases to mark them as eligible for hearing, prior to initiating the automated scheduling. The AHS User will be able to print a confirmation report to review scheduled cases, prior to the system finalizing the schedule.
3. The system (Mainframe) shall populate the following fields in Salesforce, as required for scheduling:
   3.1. Eligibility field
   3.2. If eligible, the system will provide the Action Code.
4. Salesforce shall populate the following fields:
   4.1. Case type (from Petitioner or AHS User request for hearing)
   4.2. Location site (based on Location site business rules)
   4.3. Hearing Officer (based on Hearing Officer Business Rules.
   4.4. Attorney information (if Petitioner is represented by an Attorney)
   4.5. The system shall allow AHS User to select date and time for a hearing. NOTE: this field can be left blank if specific case date/time is not required by the AHS User.
   4.6. Duration of the hearing (set to 60 minutes as a default, but can be overridden by AHS).
5. The system (Salesforce) shall analyze the priority of cases by their case type and date of creation (oldest to newest) and schedule the highest priority and oldest creation date first. The priority order is as follows:
   5.1. All Implied Consent cases (NOTE: IC cases cannot be all scheduled in one day per each hearing officer and must be spread out between days of the week).
   5.2. Show Cause
   5.3. Reinstated
   5.4. Remand (these case will have "must be heard by" date the case could be held)
   5.5. Cases not scheduled from a previous week (oldest to newest)
   5.6. All other cases (oldest to newest)
6. Manual scheduling, adjournment, change in schedule can take place at any time during the day and on any slot.
7. At any point before the system (Salesforce) performs auto-scheduling, AHS User will able to select a particular location, hearing site, hearing time, or hearing day for a hearing.
   7.1. The system will identify the availability of the selected location, hearing site, hearing time, day and hearing officer, validate the availability of the selected resources to the AHS User and provide an error message.
8. The system (Salesforce) shall not schedule in any of the time slots, resulting from hearing cancellations or adjournments.
9. The system (Salesforce) shall use business rules for hearing site:
   9.1. Site office hours shall be updated by AHS User (note: Bessemer and Iron Mountain are in a different time zone). The offices have standard hours any changes will be done manually.
   9.2. Site availability shall be updated by AHS Users (note: some sites are used by other offices [e.g. Driver Assessment]) Offices have set days, available for hearings, in particular sites, so only temporary changes would be updated.
   9.3. There is only one video line per site (note: the result is the inability for hearing officer to call into a location if used by a different hearing officer for the same site. Scheduled hearings may run over time resulting in delays for another officer using the line at the scheduled location).
   9.4. Scheduled hearings are scheduled for one hour each (60 minutes). NOTE: hearing cases may go over the allotted time. If a time slot more than 60 minutes is required AHS user will manually add the duration of the hearing.
   9.5. There is no video site for the petitioner in Grand Rapids, Lansing, or Livonia.
   9.6. For video sites housed in a branch office, do not schedule hearings at the first hour (typically 11:00 am on Wednesday, or 9:00 am on the other business days) because this is the branch opening time. NOTE: this will be determined by the profile of a site.

9.7. For video hearings, schedule the Hearing Officers by block: e.g. for Hearing Officer John Doe, do not schedule a video hearing at 10:00 am in Alpena followed by a video hearing at 11:00 am in Jackson because (a) it takes time to set up the connection and (b) once a session is open, outsiders (e.g. another Hearing Officer) cannot determine who is on the line (and if the previous H.O. forgot to log off, the situation has to be handled manually).

9.8. For non-IC hearings the system (Salesforce) shall use the customer's address zip code to determine the site of the hearing.

9.9. For IC hearings the system (Salesforce) shall determine the location of the hearing based on the Law Enforcement Agency's location (as part of their profile).

10. The system (Salesforce) shall use Law Enforcement Agency profile to schedule Implied Consent (IC) hearings.

10.1. Implied Consent hearings shall be based on Law Enforcement Agency's profile (e.g. start with the first hearing in the morning, except for E. Lansing [2:00 pm] and Plymouth [9:00 am or 4:00 pm]).

10.2. AHS will set up the profiles for specific availability of the Law Enforcement Agencies (these will not change frequently).

11. The system shall use Hearing Officer's calendar availability to schedule case hearings.

11.1. The system (Salesforce) shall display the name/code of the Hearing Officer, who previously heard the case.

11.2. If there is not a hearing officer assigned to the case by the AHS User, the system shall select the hearing officer.

11.2.1. If a driver requests a hearing within 46 weeks of a previous hearing, the system will select the Hearing Officer of the most recent hearing and assign that person. The system will try to schedule that Hearing Officer for 2 queue attempts. The 3rd queue attempt will be with any Hearing Officer.

11.2.2. AHS user will be able to manually override the Hearing Officer for any case.

11.3. The system (Salesforce) shall use all available time slots on Hearing Officer schedules (NOTE: AHS will set up hearing officer schedules and manually update Hearing Officer schedules to block availability due to leave time, sick time, special projects, as well as block for any reoccurring assignments).

11.4. The system (Salesforce) shall select no more than one negligent homicide/death case, etc. per Hearing Officer per day.

11.5. The system (Salesforce) shall randomize the types of hearing scheduled within a week (the types are [from "hard" down] IC, Rev/Denied, Restricted DL, and DA)—OPTIONAL

11.6. The system (Salesforce) shall provide 3 additional calendars, which can be turned on/off by the AHS User to be used for auto-scheduling (if a backlog of cases is present and TBA hearings need to be scheduled).

12. The system (Salesforce) shall use Attorney information for scheduling a case, if Petitioner is represented by an Attorney.

12.1. The system (Salesforce) shall not schedule more than two hearings with the same attorney on the same day, unless attorney agreed (because of adjournments). If attorney agreed, no adjournment will be granted.

12.2. When multiple hearings with the same attorney are scheduled in the same day, the system (Salesforce) shall schedule them back to back if possible, and beyond that, will schedule with different Hearing Officers.

12.3. The system (Salesforce) shall not schedule the same attorney in two different locations in the same day.

13. They system (Salesforce) shall schedule the cases with Adjourned status according to the following rules:

13.1. Adjourned cases shall have the highest priority in any of the category of cases and shall be scheduled first.

13.2. When rescheduling a case after an adjournment, the system (Salesforce) shall select an available slot and AHS User shall manually check with the adjourning party that (s) he is available (manual scheduling) and approves the selected time slot.

13.3. The system (Salesforce) shall allow AHS to approve one adjournment per party and one adjournment for AHS for IC.

13.4. For non-IC cases, the 2nd adjournment shall be manually approved on a case by case basis by Administrative Law Manager.

13.5. AHS User shall be able to manually override the number of allowed adjournments.

13.6. If the party agreed to a specific time/date for the adjournment, AHS shall schedule manually and the system shall validate the availability. If no specific time/date is requested, adjournments shall be auto-scheduled.

EXHIBIT C

Assumptions regarding Project Activities Defined in this SOW

The following is a list of assumptions and expectations upon which Deloitte has relied in agreeing to perform the Services and upon which this draft SOW is based (the "Assumptions"). Any deviation from the Assumptions may affect the fees, expenses, and timelines set forth herein.

Project Management

- The State will establish a Project Steering Committee that will be available for the duration of the project and will meet at minimum on a bi-weekly basis. The project steering committee members will include the major stakeholders for the project and will assist in the resolution of issues outside of the responsibility and authority of the Deloitte project manager.
- All project decisions, with the exception of acceptance of deliverables as previously defined, will be made or resolved by the project team within 2 business days or will be escalated to the State's project managers or designee and if necessary to the Steering Committee.
- DTMB and MDOS Project Managers will have the overall responsibility and authority for key program decisions, reviewing and approving key deliverables, facilitating discussions and communication between parties as needed, and securing any required State or third-party resources in a timely manner to avoid project delays.
- DTMB and MDOS Project Managers will maintain primary responsibility for the scheduling of State employees and facilities in support of project activities.
- Schedule changes resulting from State's business decisions and/or State staff availability that adjust the delivery of Project Team services beyond the agreed upon project scope and timeline will likely impact the overall project schedule and related fees. Such issues will be managed through the established change control procedure, as necessary.

Design & Build

- The Case Management Solution recommended by Deloitte is based upon Salesforce Service Cloud (Government Instance) and Customer Community products. As such, requirements will be addressed within the standard configuration capabilities of the software solutions.
- The Deloitte Team will work with State to develop the templates and look and feel of the Web pages for the Portal. State is responsible for providing the web standards, style sheets, and any portal look and feel related material to meet the State's look and feel standards.
- As much as possible, out-of-the-box Salesforce features will be used for configuration
- DTMB and Deloitte have completed an EA Solution Assessment for the MLCC implementation of Salesforce. Given the Salesforce technology platform is identical, it is assumed the EA Solution Assessment will primarily address those interface differences involving State systems.
- DTMB and Deloitte have completed a Project Security Plan and Assessment for the MLCC implementation of Salesforce. Given the Salesforce technology platform is identical, it is assumed the Security and Assessment Plan will primarily have to address those interface differences involving State systems used by MDOS

- State has already procured Salesforce software licensing for this project, and the assumption is that their currently procured Salesforce environment meets the technical requirements for this solution. If necessary, the State will procure any additional Salesforce environment(s) required to meet the required functional and/or technical functionality.
- Demonstration of the Backup and Recovery Plan restoration will be conducted in the State's pre-production Salesforce environment given Salesforce's production environment is a multi-tenant environment. Salesforce performs periodic Backup and Recovery tests. Results from those tests can be made available for review by the State.
- State will pay for additional 3rd party licenses required for Document Generation Engine.
- While State has already purchased Customer Community, if it is determined during the Design phase that Salesforce's Customer Community Plus is required based on project requirement changes, State will work with Salesforce to procure Customer Community Plus if required.

Data Migration

- For the initial master data conversion/migration effort, State is responsible for the data quality assessment, data cleansing as well as extraction of the data from legacy systems in a format to be specified by the project team.

Integrations

- State will be responsible for providing or configuring all web services required to expose functionality from the Unisys Mainframe application and those other applications proposed in Exhibit A and B.
- State will verify the accuracy of the actual interfaces. Deloitte will be responsible for making the actual calls to the specified interfaces and display the data that is returned from the interfaces
- State will provide resources to accurately assess the integration needs and the web services that are to be developed to meet project requirements. If the scope or development of Mainframe web services shifts the delivery of project team services beyond the agreed upon project scope and timeline, it may affect the overall project schedule and related fees.
- MDOS Salesforce web-service API Integration bugs (limited to interface requirements noted in Exhibit A or B of this SOW) will be repaired at no cost to State. The State will assume responsibility for all integration bugs repairs required on the State's side of required interfaces.

Deliverables

- Deloitte's work plan and estimate is based on developing three (3) deliverables requested by the State: Project Plan, Vendor Work Plan with a Project Schedule, and Business Requirements.
- Deloitte will review with the State any additional list of deliverables identified part of the SUITE methodology to assess impact to timeline and effort.

Testing

- The State will be responsible for development of UAT test cases, scenarios and test scripts.
- The State will be responsible for performing UAT testing and logging all UAT defects/issues.

- The State will provide final sign-off for acceptance of the solution prior to go-live.

Training

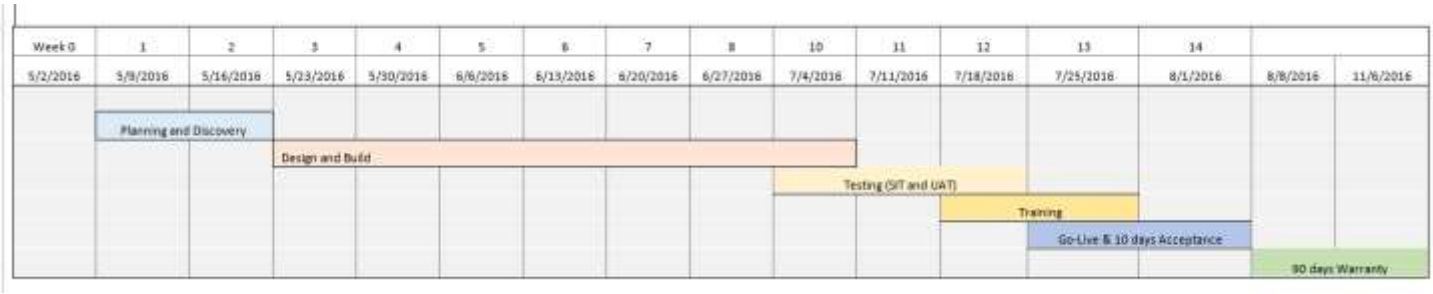
- The State will be responsible for development of customized training materials such as one-page cheat sheets that users can reference at a glance for information on the most commonly used workflows.
- The State will be responsible for end user training logistics, training scheduling and ensuring designated trainees are available to attend training.
- The State will provide adequate training rooms/space with sufficient computing capability and network access as needed.

Timeline

- The following timeline has been agreed upon for completion of this SOW at the fixed price proposed. In the event scheduled changes become necessary the updated schedule and associated cost is subject to a mutually agreed upon change notice as executed by DTMB Procurement.

Exhibit D – Timeline

Initial Proposed by Deloitte:



Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 3
to
CONTRACT NO. 071B5500113
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting Llp	Al Kagan	akagan@deloitte.com
200 Renaissance Center	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Detroit MI, 48243	312-486-4483	*******4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Gajda, Tim	517-284-5345	gajdat@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	David Hatch	(517) 284-7044	hatchd@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Case Mgmt System For MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,693,498.00	$ 385,000.00	$4,078,498

DESCRIPTION:
Effective 4/18/2016, the following Statement of Work-Implementation of Salesforce is hereby incorporated into the contract for MDARD. This change increases the contract value by $385,000 as approved by Ad Board with the original award on January 13, 2015.

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.

Remaining Pre-Approved Amount after CN3: $606,601.00

MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET

IT SERVICES
MAEAP STATEMENT OF WORK

PROJECT TITLE: Michigan Agriculture Environmental Assurance Program (MAEAP) Salesforce implementation	**PERIOD OF COVERAGE:** **APR – SEP 2016**
REQUESTING DEPARTMENT: Michigan Department of Agriculture and Rural Development (MDARD)	**DATE:** **TBD**
AGENCY PROJECT MANAGER: Mark Swartz	**PHONE:** **517-284-5605**
DTMB PROJECT MANAGER: Laura Brancheau	**PHONE:** **517-282-6826**

Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This Contract change notice is issued to Deloitte Consulting LLP ("Contractor") to design, configure, integrate, test, and implement a new case management system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Department of Agriculture and Rural Development ("MDARD"). This Statement of Work describes the specific requirements that will allow the solution to be utilized by the Michigan Agriculture Environmental Assurance Program (MAEAP), which is part of MDARD's Environmental Stewardship Division (ESD) within MDARD.

This SOW describes the specific requirements that will allow the solution to be utilized by the MAEAP. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

1.002 BACKGROUND

The Michigan Agriculture Environmental Assurance Program (MAEAP) is a voluntary program to help farms of all sizes and commodities eliminate or prevent agricultural pollution risks. The program includes Farmstead; Cropping; Livestock; and the newly-developed Forest, Wetlands and Habitat systems.

It reduces farmers' legal and environmental risks through education, the completion of a farm-specific risk assessment and an on-site verification that ensures that the farmer has implemented any necessary environmentally-sound practices. Once identified issues have been resolved, MDARD staff members are assigned to complete an on-site visit to approve the operation for verification. Farms that are verified as meeting program standards can display signs announcing their MAEAP verification.

The new system will provide role-based security administration, which will help manage confidential data. The web-based system will be used by Conservation District (CD) technicians to track risk assessments and the implementation of alternative low-risk practices with participating farmers. The system will help consolidate several manual procedures in the verification process and provide forms to automate the maintenance of the farmer and farm data.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

Contractor's Services shall include complete requirements gathering, analysis, design, configuration, testing and deployment of MAEAP solution based on the Salesforce platform.

The proposed scope includes:

Verification and Risk Assessments
The Verification types and Risk Assessment areas outlined below are in scope:

VERFICATION TYPES	RISK ASSESSMENT AREAS	DETAILS
Farmstead	1. Farm*A*Syst	
Cropping	2. Crop*A*Syst	Field Crops and Vegetables Fruit Producers Nursery Crop and Christmas Tree
	3. Greenhouse*A*Syst	Greenhouse
Livestock	4. Livestock*A*Syst	Livestock

VERFICATION TYPES	RISK ASSESSMENT AREAS	DETAILS
Forestry, Wildlife and Habitat	5. Forestry, Wildlife and Habitat*A*Syst	
	6. Food Safety*A*Syst	No associated Verification

Functional Scope
The proposed scope of functionality shall allow the various users to:

- Manage contacts and account information
- Manage locations, addresses and farm specific information
- Manage risk assessments and alternative low-risk practice implementation information
- Manage events (e.g., training) and campaigns (e.g., outreach) information
- Manage assets (e.g., signs) information
- Receive and review verification requests
- Schedule and conduct onsite verification visits
- Generate correspondence letters/notifications (up to 5 letters/notifications are included in scope)
- Generate ad-hoc queries and reports (up to 5 reports are included in scope)

Please refer to *Attachment A – MAEAP High Level Requirements* for a full list of in scope requirements.

1.102 OUT OF SCOPE

The following scope is determined to be out of scope for this phase of the project and has been documented here for clarity of scope:

- Small farm and Food Safety Verification Types
- Online services for applicants to submit, track and manage verifications
- Generation of fees or acceptance of payments
- Integrations to or from any third party systems, including GIS Systems, although the system will not be architected in such a manner as to preclude future integrations
- Data migration from existing legacy system(s)
- Procurement of any additional hardware or third party software
- Offline (disconnected) mobile capabilities for inspections in areas not supported by Internet connectivity
- Functionality to estimate environmental impacts of ALRP's using data from maps

1.103 ENVIRONMENT

The working environments to be encountered with these services will be the Salesforce application and Partner Communities Portal. Salesforce application structure and database structure are architected through Salesforce's cloud environment, and all information will pass through this setup.

ADA Compliance

Contractor shall comply with and adhere to the Accessibility Standards of Section 508 of the Rehabilitation Act of 1973,
including any more specific requirements set forth in an applicable Statement of Work. See DTMB Policy at
http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621.

1.104 WORK AND DELIVERABLES

Our approach is based on our extensive experience working on similar Salesforce projects, and familiarity with licensing a regulatory compliance activities. Leveraging the many out-of-the-box features and capabilities of Salesforce will reduce our implementation risks and allow us to deliver on time successfully.

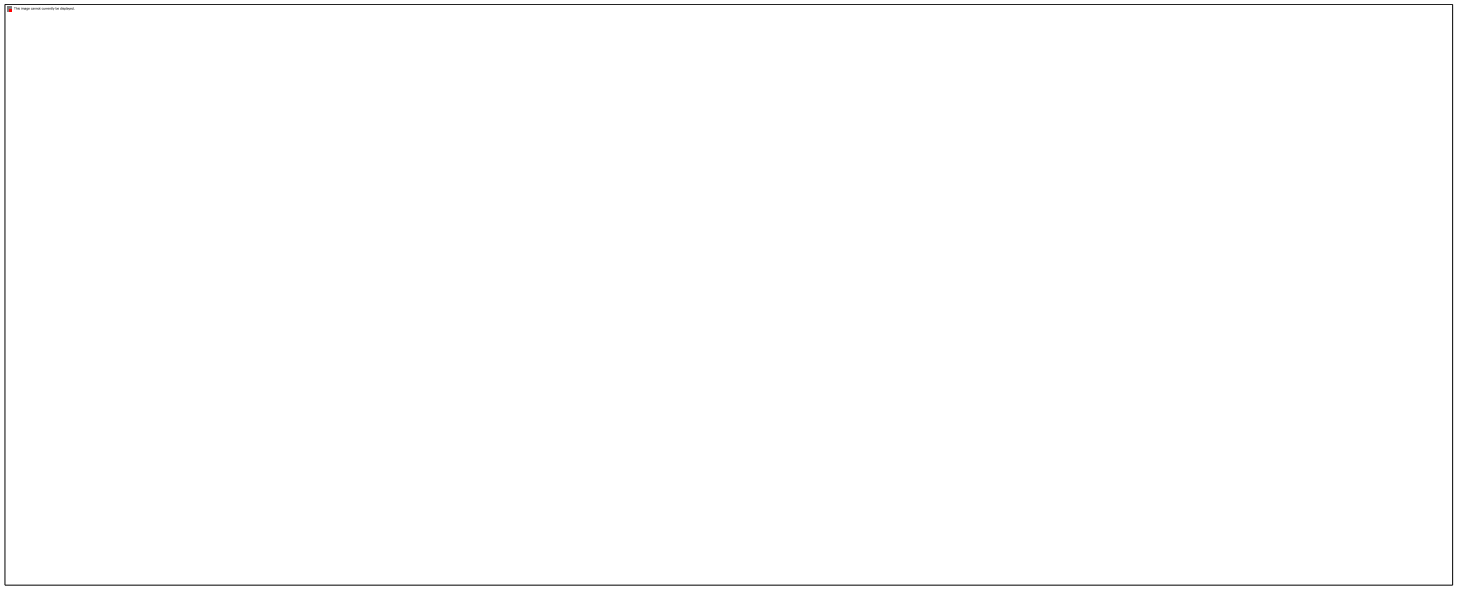
Key features and highlights of our implementation approach are:

- A Hybrid-Agile Methodology that blends agile concepts with the predictability of defined scope delivered iteratively, using our methodology to drive speed, flexibility transparency, and quality.
- Testing of User Stories at the end of each Sprint so SMEs will see working software early in the process.
- Phased design and configuration of functional components in Sprints will allow the staff to test and accept ‘working products’ throughout the project duration instead of just at the end.
- The UI/UX Design of the project is a collaborative parallel work stream with the Design and Build phase (involving graphic identity, visual and branding details) that will embed user experience design and best practices from the beginning.
- Story Mapping and User Stories will be leveraged to provide a visual representation to track the journey of the user experiences.
- Knowledge Transfer will be ongoing and structured between Contractor and the State staff based on project role and level of proficiency required to perform required activities. Contractor Knowledge Transfer enables collaborative process of building explicit knowledge, skills and abilities through the JAD sessions and testing in each Sprint.

Part 1. Implementation Timeline

Part 2. We understand that proper planning combined with experienced and skilled resources are essential for project success. The work plan provided combines these elements into a cohesive project structure that achieves the cost savings and efficiency goals of MDARD within the desired timeframe.

Part 3.



Part 4.

Part 5.

Part 6. Key Activities and Deliverables

Part 7. The following provides key activities and deliverables based on the proposed project timeline.

Part 8. Discovery

Part 9. The Discovery phase is designed to allow the project team and key stakeholders to review and validate the overall project scope and requirements of the project prior Design and Build Phase.

Part 10. The objective of the Discovery phase is to determine high-level user stories, architecture, cost estimates, and risks, as well as establish relationships. During this phase the project roadmap is created, software development approaches are defined, project tools are stood-up, and a simple system is created to confirm the team has understood the core business needs. Project risks and issues are quickly identified and resolved through frequent communication across the team and stakeholders.

1. KEY ACTIVITY	2. DESCRIPTION	3. OUTPUTS	4. RESPONSIBILITY
Conduct Project Kickoff	Planning sessions to facilitate a common understanding of the work plan, deliverables, major milestones, dependencies, resources and contracted activities. Project Kick-off will be held to initiate the project and present a high level overview of our approach and methodology to the project team in order to establish their explicit support and endorsement for the initiative.	Kickoff Deck	Deloitte
Prepare Project Management Plan	The Project Management Plan documents the activities, timelines, resources and deliverables. The Project Management Plan covers the project organization, work plan, deliverables log, and staffing plan.	***Milestone Deliverable*** ***D1 - Project Management Plan***	Deloitte
Validate Requirements	The objective of this task is to review, validate and prioritize finalize to-be requirements with MDARD to develop the product backlog. Deloitte will leverage Story Mapping to define and validate requirements. Story Mapping is a collaborative and iterative approach to defining, structuring, and prioritizing business requirements. Deloitte will also review the functional requirements, determine gaps between each functional requirement and the Salesforce product.	***Milestone Deliverable*** ***D2 – Final To-Be Requirements (Product Backlog)***	Deloitte
Provision Salesforce Environments	The objective of this task is to provision the Salesforce solution for the State in preparation of the Design and Build Phase.	Validated Salesforce environment	Deloitte
Initial Design	The objective of this task is to define user stories in the Product Backlog and design the user interface (UI) and user experience (UX) components enough to begin software development.	Solution Prototype	Deloitte
Sprint Planning (Sprint 0)	Conduct sprint planning to define list of user stories (requirements/functionality) indicating when functionality will become available to end users as part of each sprint. The Sprint Plan is developed early and refined as sprints are completed.	Sprint Plan	Deloitte

Part 11. Design and Build

Part 12. The key objective of the Design and Build phase is to deliver the requirements defined during the Analyze Phase – both business and technical – into a detailed design to iteratively build the functionality as per user acceptance criteria set for each user story, incorporating modified requirements as user stories for future sprint. The Design and Build sprints will deliver the agreed to business functionality incrementally through a set of four three (3) week long Sprints.

Part 13. The Sprints are made up of a defined set of requirements and User Stories agreed to with the business users in the Planning & Discovery phase. Each Sprint will go through detailed design/user story elaboration, prototype development and validation for an assigned subset of the overall set of User Stories.

Part 14. Each 3 week Sprint will consist of:

- 6 to 8 JAD (Joint Application Design) sessions. Each JAD will be 2 to 3 hours each where the SMEs and Contractor will focus on designing a subset of User Stories assigned to the Sprint.
- Configuration work will be ongoing over the three (3) weeks
- 2 to 3 testing sessions for SMEs to validate the configuration. Each testing session will be 2 to 3 hours long.

Part 15. During the iterative sprints, Deloitte will conduct JAD workshop sessions with MDARD and agency functional and technical SMEs, provide specific design decisions/input to the application team, and work with the technical teams to consolidate JAD feedback into the functional design. The State's team members will provide the business and legacy system functionality as an input to the design process.

Part 16. The User Stories linked to each Sprint will be tested and accepted by the SMEs at the end of each Sprint.

Part 17. The proposed sprints are as follows:

5. SPRINTS	6. APPROACH	7. OUTPUTS	8. RESPONSIBILITY
Sprint 1 - Prototype	Deloitte will conduct iterative design and build sessions to develop a high-level prototype that outlines – accounts, contacts, farm details, verification types, risk assessment questions, training/outreach events, and assets.	Tested and acceptance of High-Level Prototype	Deloitte

Sprint 2 – Client List	Deloitte will leverage the prototype to design and build the following:
	• Capture farm address and contact information
	• Add attributes to contacts farm creating a client profile
	  ○ Crops produced and acreage
	  ○ Livestock raised and animal units
	  ○ Commodity group membership
	• Record Phase I training events
	  ○ Date
	  ○ Location
	  ○ Participants – linked to or providing client list information
	• Phase I Training approval
	• Training packet distribution
		Tested and accepted Sprint 2 User Stories	Deloitte

Sprint 3 – Risk Assessment & Practice Implementation	Deloitte will leverage the prototype to design and build the following: • Schedule meeting with Contact to conduct one or more risk assessments • Capture attributes of non-farmstead fields included in risk assessment • Record completion of specific version of Risk Assessment • Capture Stewardship Practices being considered for implementation • Schedule follow up on Conservation Practice implementation • Practice implementation tracking – what are stages ○ Plan	Tested and accepted Sprint 3 User Stories	Deloitte

5. SPRINTS	6. APPROACH	7. OUTPUTS	8. RESPONSIBILITY
	○ Vendor Selection ○ Design ○ Build • CTAI practice support confidentiality • Recommendation of farm for verification (Technician to Farmer)		
Sprint 4 – Verification Request & Maintenance	• Receipt of verification request from Farmer • Release of Farm information to MDARD • Capture Right-to-Farm and DEQ enforcement checks • Send verification forms to ESD verifier • Schedule ESD Verifier visit with farmer • Verify in one-or-more systems or pass shortcomings back to farmer (and technician) • Update farm (field) attribute information • Render verification congratulatory letter(s) • Signage chain of custody • Risk-Assessment update eligibility • Tier classification changes as practices are implemented • Accomplishment notification of participating farmers • Exit program ○ Property sale ○ Release / permit violation ○ No re-verification scheduled	Tested and accepted Sprint 4 User Stories	Deloitte
Prepare Documentation	Prepare functional and technical design documents	***Milestone Deliverable*** ***D3 – Functional Design Document*** ***D4 – Technical Design Document***	Deloitte

Part 18. Testing

Part 19. Once the solution is fully configured System Integration Testing (SIT) is conducted to validate that the product will operate in its intended environment, satisfies all system requirements and is supported with complete and accurate operating documentation. User Acceptance Testing (UAT) is the opportunity for the state to validate the system. The key objective of UAT is to gain acceptance from the State user community for the solution once they verify that the system meets defined requirements and design specifications.

9. KEY ACTIVITY	10. DESCRIPTION	11. OUTPUTS	12. RESPONSIBILITY
Test Plan	Deloitte will create a Test Plan that includes functionality to be tested, testing resources, start dates, end dates, resources, and acceptance criteria for System Integration Testing (SIT) and User Acceptance Testing (UAT). Specifically, the User Acceptance Test (UAT) Plan documents the testing that will be performed by users who will be utilizing the application. The document includes each scenario to be tested along with instructions regarding how to complete the scenario, the desired outcome of the scenario, and the actual test results.	***Milestone Deliverable*** ***D5 – SIT and UAT Test Plan***	Deloitte
System Integration Testing (SIT)	Deloitte will develop the required SIT test cases (User Stories with Acceptance Criteria) and conduct end-to-end system testing to verify that process flows, validation rules, development objects, and security successfully behave as expected across the solution. All Test cases will be captured in a Test Tracking Tool. That will be shared with the State.	SIT Test Cases	Deloitte
User Acceptance Testing (UAT)	MDARD will be responsible for developing User test cases (Users Stories with User Acceptance Criteria) MDARD will conduct user acceptance testing to verify the solution meets the requirements of the pilot. Defects are tracked, triaged, and repaired during user acceptance.	UAT Test Cases (UAT Acceptance Criteria) UAT Testing	MDARD MDARD

9. KEY ACTIVITY	10. DESCRIPTION	11. OUTPUTS	12. RESPONSIBILITY
	MDARD will also spot check SIT test cases to confirm validity of delivered SIT test results. In the event the same test cases must be repeated for three sprints in a row, liquidated damages may be assessed for tester staff time expended for each subsequent repeat. Deloitte will prepare a final Test Report summarizing the results of SIT and UAT including outstanding defects and the final version of the Test Scripts.	***Milestone Deliverable*** ***D6 – Final Test Results Report***	Deloitte

Part 20. Training

Part 21. The Contractor will provide ongoing knowledge transfer to MDARD resources and the project team throughout the Sprint sessions. The Contractor will provide Train the Trainer training to a subset of the State users. The Contractor will also provide End User Training to the remaining State users. MDARD will provide end user training to the Conservation District users. The State will provide adequate training rooms/space with sufficient computing capability and network access as needed.

Part 22. The proposed training is as follows (hours for training are defined below; breakdown of number of sessions and participants for each will be mutually agreed upon as part of the development of the final project schedule):

13. TYPE	14. DESCRIPTION	15. NUMBER OF HOURS/SESSION	16. AUDIENCE	17. RESPONSIBILITY
Salesforce Administration Training	Training to provide MDARD staff the ability to manage ongoing system maintenance related to conservation practices, client status, reports, and data management	24 hours	MDARD Power Users	Deloitte
Salesforce Configuration Training	Agency administrator staff responsible for analysis, configuration, report writing, and trouble-shooting.	4 hours	Technical Staff -	Deloitte
UAT Preparation	State of Michigan users who will conduct User Acceptance Testing to validate and accept the solution.	4 hours	UAT Testers	Deloitte
Train the Trainer	Staff responsible for training Conservation District Users	4 hours	State Staff Trainers	Deloitte
End User	Conservation District Users (CDU) who will access the Salesforce system to submit and track risk assessments and alternative low risk practices.	~ 8 hours	Conservation District Users	MDARD
End User	State employees who will be using the system in the course of their daily tasks on a regular basis.	~8 hours	State of Michigan Users	MDARD
Technical Administrator Training	Technical staff responsible for performing development, system enhancement, and ongoing system maintenance.	8 hours	State System Administrator Staff	Deloitte

Part 23. The key activities and outputs are as follows:

KEY ACTIVITY	DESCRIPTION	OUTPUT	RESPONSIBILITY
Training Plan	The Training Plan defines member roles and responsibilities and identifies the skills and capabilities needed for each job role to successfully perform their job post-implementation. Deloitte will work with MDARD to identify target audience,	Training Plan	Deloitte

KEY ACTIVITY	DESCRIPTION	OUTPUT	RESPONSIBILITY
	objectives and method of training and knowledge transfer for each group.		
Reference Material and Job Aids	MDARD will create custom training material including manual and quick reference guides as required for both State and Conservation District users. MDARD will have access to standard Salesforce material that can be leveraged as needed.	Reference Materials	MDARD
Train the Trainer Training	Deloitte will conduct Train the Trainer Training to enable trainers to provide 'end user training' to the 125 Conservation District Users and all internal State of Michigan Users	***Milestone Deliverable*** ***D7 – Train the Trainer Completed***	Deloitte
End User Training for CD Users	MDARD will conduct the required End User Training for the CD users	End User Training for CD Users Completed.	MDARD
End User Training for SOM Users	MDARD will conduct the required "End User Training for the State of Michigan users.	***Milestone Deliverable*** ***D8 – End User Training for SOM Completed***	Deloitte

Part 24. Deployment and Support

Part 25. The Contractor and MDARD will prepare for and execute system and business cutover to the new environment, which includes deployment planning, conducting go/no-go evaluation, final deployment, establishing the support organization to help to transition the solution after go live, and providing post go-live warranty and support.

KEY ACTIVITY	DESCRIPTION	OUTPUT	RESPONSIBILITY
Deployment Plan	Deloitte will lead the planning and development of the Deployment plan to define the tasks, timing, dependencies, and resources required to perform the system cutover from the legacy system to the new system. Activities to be carried out by MDARD will include Go-Live communication, stakeholder alignment and change management activities focused on adoption of ownership	Deployment Plan	Deloitte
Go-Live (System Implementation)	Deloitte will prepare and deploy the solution into the production environment to complete the Go-Live process. MDARD will conduct post "go-live" monitoring and problem resolution reporting.	***Milestone Deliverable*** ***D9 – Completion of Go Live***	Deloitte
Post Go Live Support	Deloitte will provide onsite support during production startup phase for a total of (5) business days after go live.	Post Go Live Support	Deloitte
Final Acceptance	The objective of this task is to confirm that the project has delivered the scope and requirements of the project. This Report will contain acceptance of the solution by the State post the Go Live and Go Live Support based on pre-determined criteria and will commence the Warranty period.	***Milestone Deliverable*** ***D10 – Final Acceptance Signoff***	MDARD

Deliverable process

- All deliverables must be submitted in a format approved by the DTMB contract official. At a minimum, the deliverable must be in an industry standard format - unless otherwise stipulated.
- If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the project manager of the MAEAP/DTMB in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

Project Assumptions

The following is a list of assumptions and expectations upon which Deloitte Consulting has relied in agreeing to perform the Services and upon which it is based (the "Assumptions"). Any deviation from the Assumptions may affect the fees, expenses, and timelines set forth herein.

Project Management

- The State will establish a Project Steering Committee that will be available for the duration of the project and will meet at minimum on a bi-weekly basis. The project steering committee members will include the major stakeholders for the project and will assist in the resolution of issues outside of the responsibility and authority of the Deloitte project manager.
- All project decisions will be made or resolved by the project team within 2 business days or will be escalated to the State's project manager and if necessary to the Steering Committee.
- The State Project Manager will have the overall responsibility and authority for key program decisions, reviewing and approving key deliverables, facilitating discussions and communication between parties as needed, and securing any required State or third-party resources within 24-48 hours to avoid project delays.
- The State Project Manager will maintain primary responsibility for the scheduling of State employees and facilities in support of project activities.
- Schedule changes resulting from State's business decisions and/or State staff availability that adjust the delivery of Project Team services beyond the agreed upon project scope and timeline will likely impact the overall project schedule and related fees. Such issues will be managed through the established change control procedure, as necessary.

Design & Build

- The solution recommended by Deloitte is based upon the Salesforce.com platform using out of the box functionality. As such, requirements will be addressed within the standard configuration capabilities of the software solutions.
- The Deloitte Team will work with MDARD to develop the templates and look and feel of the Web pages for the Portal. MDARD is responsible for providing the web standards, style sheets, and any portal look and feel related material to meet the State's standards.
- Salesforce out-of-the-box functionality will be used for document uploads.
- Salesforce out-of-the-box standard report layouts will be used to generate reports. Development of complex analytics is above and beyond the scope of this statement of work and will need to be evaluated separately.
- The State will be responsible for providing the email notification templates.
- Salesforce is responsible for being in compliance with legislative regulations and standards

Data Migration

- Data migration is out of scope for this project.
- MDARD shall provide data remediation rules prior to the data load into the system.

Integrations

- Integrations to third party systems is out of scope for this project.
- System will be designed for future integrations with GIS using Standard Salesforce APIs (Application Programming Interfaces)
- Standard Salesforce API's will be available for future integrations.

Testing

- The Contractor will establish test plans and engage State employees and Conservation District technicians in User Acceptance Testing (UAT).
- State shall provide a defect-tracking tool (LCC Project Tool) for MDARD staff to log any UAT defects and issues. Both MDARD and the Contractor will track issues, defects and resolutions within the same tool.
- MDARD will provide final sign-off for acceptance of the solution prior to go-live.

Training

- The State will provide adequate training rooms/space with sufficient computing capability and network access as needed.

- The State will be responsible for any custom end user training materials required.
- Deloitte will also train the trainer so that the State can conduct internal training sessions as and when required.

Software Licensing Assumptions

- MDARD will be responsible for the procurement of relevant licenses for all users identified in this SoW, as well as the infrastructure components required for the execution of the interfaces (if added).
- MDARD will be responsible to provide the development environment at project start date; if there are delays in getting access to the development environment from Salesforce.com, the start date may be adjusted accordingly.

1.200 Roles and Responsibilities

2.000 1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work.

KEY PERSONNEL	NAME	W / RESPONSIBILITIES
Primary Contact (SPOC)	Al Kagan	Support the management of the Contract Facilitate dispute resolution Advise the State of performance under the terms and conditions of the Contract

The Non-key Contractual resources identified by the Contractor are:

NON- KEY PERSONNEL	# RESOURCES	DUTIES / RESPONSIBILITIES
Project Manger	1	The Contractor Project Manager shall interact with designated personnel from the State to insure a smooth transition to the new system. The project manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's Project Manager's responsibilities include at a minimum: • Manage all defined Contractor responsibilities in the Scope of Services • Manage identified subcontractors • 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
Business Analyst	1	The Contractor Business Analyst is responsible for eliciting functional and technical requirements, gap analysis, meeting facilitation, documenting use case scenarios, perform business and workflow analysis.
SFDC Configuration Analyst	2	Configure the Salesforce application to complete the development effort of the MAEAP solution.

B. On Site Work Requirements

1. Location of Work

Tasks associated with this project will be performed at the State in Lansing, Michigan and at the Contractor's location(s), or other locations, as agreed to by the State as required by the effort.

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

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

4. **Additional Security and Background Check Requirements:**
   Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

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

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

3.000 1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke access to State resources at any time. The state reserves the right to add or delete resources as necessary.

Staffing

MAEAP will provide a Project Manager who will be responsible for the MAEAP's infrastructure and bringing MAEAP business leaders and staff, and coordinate with the Contractor in determining the system configuration and supporting the management of the SOW.

Name	Agency/Division	Title
Robert Pigg	MAEAP	[TBD]

The MAEAP Project Manager will also provide the following services:

- Resolve project issues in a timely manner

- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Escalate outstanding / high priority issues
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date.

DTMB will provide a Project Manager whose duties shall include, but not be limited to, supporting the management of the SOW.

Name	Agency/Division	Title
Laura Brancheau	DTMB	Project Manager

The DTMB PM will also 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
- Assist in the resolution of 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.

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the MAEAP business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis.

1.300 Project Management

The Contractor's Project Manager will utilize an Enterprise Value Delivery (EVD) method for Project Management. This method will provide a collection of deliverable templates, guidelines, and accelerators that supports multiple delivery lifecycles, while promoting consistency, quality, and value to the State. This comprehensive methodology

is based on industry standards and includes project management processes and tools based on the PMBOK guidelines, complementing the State's SUITE methodology.

Status Reporting via regular status meetings conducted between the Contractor's Project Manager, State and other designated stakeholders, will be held on a bi-weekly basis.

The Contractor's implementation approach for the project will be completed over a period of approximately four (4) months and its success is reliant on the

- The State will make Subject Matter Experts and technical resources available to participate and attend in the requirements confirmation meetings and keep to the mutually agreed timeline.
- No data migration is required for this project
- The State will appoint a Project Decision Making Committee that will facilitate in confirming scope and requirements, and supporting design decisions

1.400 Acceptance

The following is standard acceptance criteria for document and software deliverables.

4.000

5.000 **1.401 ACCEPTANCE CRITERIA**

Document Deliverables

1. Documents are to be dated and in electronic format, compatible with State of Michigan software
2. Draft documents are not accepted as final deliverables.
3. Documents will be reviewed and accepted in accordance with the requirements of this SOW.
4. DTMB will review documents within 3 business days.
    a. Approvals will be written and signed by DTMB Project Manager.
    b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

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

1. Beta software is not accepted as final deliverable.
2. The content software and configuration will be reviewed and accepted in accordance with the requirements of this SOW.
3. State of Michigan will review software within 5 business days for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
    a. Approvals will be written and signed by DTMB Project Manager and resolved per Section 1.402.
    b. Unacceptable issues will be documented and submitted to the Contractor.
4. Software is installed and configured in the business-defined environment.

6.000 **1.402 WARRANTY**

Part 26. Deloitte will provide warranty related support of the completed MAEAP Salesforce.com System for thirty (30) days after Final Acceptance ("Warranty Period"). During the Warranty Period, The Contractor warrants that the system functionality directly related to the configuration of the Salesforce software or to any and all custom development, data migration, interface, etc., engineered, built, integrated by Contractor or Representative of Contractor will function as required by this contract.

Part 27. If, within the Warranty Period, the Solution fails to comply with this warranty, Contractor will repair, as necessary and at no cost to the State, to bring the system into compliance with this contract and the requirements defined within and/or by supporting documents. If within the warranty period a repair made results in a new problem which presents after the warranty period, repair of this problem must also be made at no additional cost. Defect tracking during the warranty period shall be managed through the same LCC Project Tool provided by the State for UAT. Both MDARD and the Contractor will track issues, defects and resolutions within the same tool.

Part 28.

Part 29. Performance Warranty and Limited Remedy

Part 30. The Contractor warrants that during the Warranty Period:

Part 31. All Software will be, and as installed in the Operating Environment (or any successor thereto) and used in accordance with the Documentation will function in all respects, in material conformity with this Contract and the Specifications and Documentation; and any media on which any Software Deliverable is delivered will be free of damage or defect in design, material, and workmanship, and will remain so under ordinary use as contemplated by this Contract and the Specifications and, with respect to the Software component, the Documentation.

Part 32. State hereby represents and warrants that it has all necessary right and title to all State Material to allow Contractor to perform its Services hereunder.

7.000 **1.403 SUPPORT**

Part 33. The Contractor will support the new system. Support will transition to the State after the Warranty Period (30 days).

Contractor Commitment for Support

Contractor will deliver Solution support services based on a Tiered Support Model. Contractor and the State agree to a shared responsibility model with the State (MDARD and DTMB) handling Tier 0 and Tier 1, while Tier 2 and Tier 3 will be the responsibility of Contractor. The Tiers are defined as:

- Tier 0 – Super User and Self Help – Desk side Support, Online Help and Training.
- Tier 1 – Day to Day Support – Fee Changes, Reports, Letters, New Fields, and New Pick List
- Tier 2 – Expert Functional & Technical Support – Retraining New Hires and Replacement Staff, Data Loading, Data Conversions, Workflow Modifications, Approval Process Changes, Integration Support, GIS Support/Integrations, and Batch Letter Setup.
- Tier 3 – IT Operations – Patches, Batch Jobs, Performance Monitoring, DBA, Patch Applications, Production Migrations
- Tier 3 – IT Infrastructure – Hosting & Storage, Network Configurations, DBA, Performance Tuning, Backup and Recovery

8.000 **1.403 FINAL ACCEPTANCE**

Final acceptance will occur when all deliverables defined in the Statement of Work, Section 1.501 have been completed and written approvals have been obtained ("**Final Acceptance**").

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Contract 071B5500113 Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

1.500 Compensation and Payment

9.000 **1.501 COMPENSATION AND PAYMENT**

Method of Payment

Payments to the Contractor will be made on a firm-fixed, priced model. The final acceptance criteria for each milestone is found in Article 1, Section 1.402 of this SOW. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19 of the Master Contract 071B5500113.

The total proposed fees for this engagement are **$385,000 USD**. The payment milestones are specified in the table below along with the associated payments.

MILESTONE	DESCRIPTION	PAYMENT (USD)
Discovery	Acceptance of ***D1 – Project Management Plan, and D2 – To Be Requirements (Product Backlog)***	$57,750
Design	Acceptance of ***D3 – Functional Design Document, and D4 – Technical Design Document***	$96,250
Testing	Acceptance of ***D5 – SIT and UAT Test Plan, and D6 – Final Test Report***	$96,250
Training	Acceptance of ***D7 – Train the Trainer and D8 – End User Training for SOM***	$57,750
Go Live	Acceptance of ***D9 – Completion of Go Live***	$38,500
Final Acceptance	Acceptance of ***D10 – Final Acceptance***	$38,500

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

DTMB will pay Contractor as identified above in Section 1.105 Compensation and Payment and receipt of properly completed invoice, which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoice shall describe a detailed breakdown as set forth in Contract 071B5500113.

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

I. Attachment A – MAEAP High Level Requirements

MAEAP high level requirements.docx

Supplement – MAEAP Cost by Phase

No.	Category	Resources Required (Contractor to identify IT classification)	Percent of Effort	Planned Hours Per Resource	Cost Per Resource	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($)
1	**Project Management Plan**	Engagement Lead	1%	2	289	369	$57,750
		Business Architect	15%	55	8,662		
		Functional Lead	61%	223	34,939		
		SFDC Configuration Specialist	24%	89	13,860		
2	**Requirements and Design**	Engagement Lead	1%	3	481	615	$96,250
		Business Architect	4%	22	3,369		
		Functional Lead	32%	197	30,800		
		SFDC Configuration Specialist	32%	197	30,800		
		Technical Configuration Specialist	32%	197	30,800		
3	**Completion of SIT & UAT**	Engagement Lead	1%	6	962	615	$96,250
		Business Architect	3%	18	2,887		
		Functional Lead	26%	160	25,025		
		SFDC Configuration Specialist	35%	215	33,687		
		Technical Configuration Specialist	35%	215	33,687		
4	**Completion of User Training**	Engagement Lead	1%	2	289	369	$57,750
		Business Architect	4%	13	2,021		

		Functional Lead	32%	118	18,480		
		SFDC Configuration Specialist	32%	118	18,480		
		Technical Configuration Specialist	32%	118	18,480		
5	**Implementation (Completion of Go-Live)**	Engagement Lead	1%	2	385	246	$38,500
		Business Architect	3%	7	1,155		
		Functional Lead	16%	39	6,160		
		SFDC Configuration Specialist	40%	98	15,400		
		Technical Configuration Specialist	40%	98	15,400		
5	**Completion of Warranty Period**	Engagement Lead	1%	2	385	246	$38,500
		Business Architect	0%	0	0		
		Functional Lead	15%	37	5,775		
		SFDC Configuration Specialist	44%	108	16,940		
		Technical Configuration Specialist - Warranty	40%	98	15,400		
	Total Requirements Cost (Transfer total to Project Summary Tab)			2460	385,000	**2,460**	**385,000**

	Total Hours Per Resource		**Blended Rate/Hour**	**$157**
Engagement Lead	**18**			
Business	**116**			
Functional Lead	**774**			
SFDC Configuration Specialist	**825**			

Technical Configuration Specialist	**629**
Technical Configuration Specialist - Warranty	**98**
Total	**2460**

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 2
to
CONTRACT NO. 071B5500113
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting Llp	Al Kagan	akagan@deloitte.com
200 Renaissance Center	**PHONE**	**CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)**
Detroit MI, 48243	312-486-4483	*******4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Gajda, Tim	517-284-5345	gajdat@Michigan.gov
CONTRACT ADMINISTRATOR	DTMB-Procurement	David Hatch	(517) 284-7044	hatchd@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Case Mgmt System For MI Liquor Control

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5 - 1 Year	July 12, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$3,693,498.00	$ 0.00	$3,693,498.00

DESCRIPTION:
Effective 4/7/2016, the following changes are hereby incorporated into the contract:

Key Personnel changes are made as follows:

- Primary Contact (cover page) – replace Sanjay Shah with Al Kagan
- Section 1.202 – replace David Parent with Al Kagan as the Single Point of Contact "SPOC"
- Section 1.202 – replace Randall Duffield with Nitish Mukhi as the Project Manager
- Section 2.001 – replace David Parent with Al Kagan as an Authorized Contract Signatory
- Section 30.12 – replace Sanjay Shah with Al Kagan as the Primary Contact.

Change notices for this Contract will be managed using the following structure:
Example: A change notice is issued for an Agency with a SOW, for new work; the next available change notice number will be used "CNN 3". If a modification is required to support the same SOW, the associated amendment will be presented as "CCN 3-A".

All other terms, conditions, specifications and pricing remain the same. Per (DTMB) contractor (request/ proposal) and agency (request) agreement, and DTMB Procurement approval.

Form No. DTMB-3521 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

CHANGE NOTICE NO. 1
to
CONTRACT NO. 071B5500113
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting LLP	Sanjay Shah	sashah@deloitte.com
200 Renaissance Center, Suite 390	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Detroit, MI 48243-1895	(303) 308-2155	4513

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB – Agency Services	Tim Gajda	(517) 284-5345	GajdaT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB Procurement	David Hatch	(517) 284-7044	HatchD@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: This contract is for the Contractor to design, configure, integrate, test and implement a new case management system using the Salesforce.com platform for the Michigan Liquor Control Commission.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 13, 2015	July 12, 2020	5, 1-Yr Options	July 12, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	

Net 45	N/A
ALTERNATE PAYMENT OPTIONS	**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS	
N/A	

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	**LENGTH OF OPTION**	**EXERCISE EXTENSION?**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$3,642,426.00	$51,072.00	$3,693,498.00		

DESCRIPTION: Effective February 1, 2016, this Contract is increased by $51,072.00 to fund the attached Statement of work for the implementation of a forms automation system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Veterans Affairs Agency ("MVAA"). All other terms, conditions, specifications, and pricing remain the same per Contractor and Agency agreement and DTMB approval.

Pre-Approved Additional Ad Board Funds: $1,010,673.00
Remaining Pre-Approved Amount after CN 1: $959,601.00

MICHIGAN VETERANS AFFAIRS AGENCY

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET

IT SERVICES
MVAA STATEMENT OF WORK

PROJECT TITLE: **MVAA VETERANS TRUST FUND AND DD214 FORM AND FLOW INTEGRATION WITH SALESFORCE**	**PERIOD OF COVERAGE:** **JAN 11, 2016 – APR 29, 2016**
REQUESTING DEPARTMENT: **MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**	**DATE:** **JAN 4, 2016**
AGENCY PROJECT MANAGER: **SUZANNE THELEN**	**PHONE:** **517-284-5208**
DTMB PROJECT MANAGER: **VAUGHN BENNETT**	**PHONE:** **517-284-5219**

II. Statement of Work (SOW)

1.000 Project Identification

10.000 **1.001 PROJECT REQUEST**

This Statement of Work (SOW) is created for Deloitte Consulting LLP ("Contractor") to design, configure, integrate, test, and implement a forms automation system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Veterans Affairs Agency ("MVAA"). This SOW describes the specific requirements that will allow the solution to be utilized by the MVAA. All work to be performed will be pursuant to this Statement of Work and to the Terms and Conditions of the Master Contract 071B5500113.

The purpose of this MVAA Statement of work is to solicit services in developing fillable-submittable, 'Triage Application for Emergency Grant' form, and a DD214 record request form, initiating from the MVAA Vets portal (MichiganVeterans.com) and connecting to the MVAA Salesforce Customer Relationship Management (CRM) software in the Michigan Veteran Resource Service Center (MVRSC). This service request will also include assistance in designing and developing process flows. The outcome of this request is to make available to the veteran, and their family members, access to an emergency assistance request form, or a DD214 record request, which will assist in assessing the potential emergency benefits available to the applicant based upon current supplied information. The overall assessment of the triage/request form will originate with the agents at the MVAA Resource Center. Determinations on eligibility, as an example from the Veteran Trust Fund (MVTF) Emergency Assistance program, will be approved by the MVTF Regional Committee Members, once the entire application is completed and submitted for evaluation. The triage/request form's connection to Salesforce provides the capability to:

- Simplify the access of benefits and services information process by Veterans and improve efficiency by connecting MVAA and federal services virtually.
- Enable MVAA to capture and share information between agencies in order to validate eligibility, and to expedite requests.
- Develop a means to 'push' and 'pull' information in an effort to create an open exchange environment of accessing veteran's services and benefits.

11.000 **1.002 BACKGROUND**

In preparation for, and when, the State of Michigan began receiving veteran's home from the Iraq and Afghanistan wars, it was immediately obvious that more should be, and could be provided to assist the veterans, especially those facing hardships. In response, the State originated several programs to assist veterans and their families, and The Michigan Veterans Trust Fund (MVTF) is just such a program…an **Emergency Grant Program**.

For example, The Michigan Veterans Trust Fund (MVTF) is a program used when an unforeseen situation has caused a temporary financial emergency or hardship that a grant, if approved, would resolve and the applicant can show that they will be able to meet future expenses. Requirements of this fund are:

Eligibility

- Resident of Michigan
- Honorable or General (Under Honorable Conditions) Discharge and:
  - 180 days during a period of war, or
  - 180 days of active duty with award of Armed - Forces/Navy Expeditionary Medal, or
  - Less than 180 days of wartime service due to service-incurred disability
- Dependents can apply if veteran is eligible under certain circumstances

How to Apply

- Currently, a veteran must apply in county where veteran resides
- Veteran must make an appointment and bring all required documents and information to complete the application

What is Needed

- Military discharge document (DD214 or other)
- Proof of Residence
- Documents for Dependents
- Proof of Income and Expenses
- Other documents depending on types of assistance

In preparation for this need, the Michigan Veterans Affairs Agency took initial steps to answer this disparity by building a Veterans portal, and by establishing a Michigan Veterans Resource Service Center, and making them relevant to veterans, and their family members, in the areas of Employment, Education, Healthcare, Quality of Life, and Veterans Homes.

The Vets portal and the Michigan Veterans Resource Service Center were online and telephone communications systems set up for the very purpose of assisting the veterans and their families. This triage of assistance is solely focused on assisting the veterans and their families.

1.100 Scope of Work and Deliverables

12.000 **1.101 IN SCOPE**

Fillable Forms

The Contractor will conduct requirements gathering, analysis, design, configuration, testing and deployment of veterans' 'interconnecting' web portal forms, to be further defined by ongoing requirements. Initial listing of items to be developed are (see attachments 1 through 6):

- Fillable and 'submittable' triage, emergency assistance form; followed by the configuration of the completed VTF form (Attachments 1 & 2)
- Fillable and 'submittable' DD214 records request form (Attachment 3)
- Additional fillable forms to include:
    - Event/Speaker Invitation; (Attachment 4)
    - Vet Friendly Employer Program. (Attachment 5)
    - Vet Friendly Institution; (Attachment 6)

13.000 **1.102 OUT OF SCOPE**

Fillable Forms

The following processes were determined to be out of scope for this phase of the project as there were no explicit request for automation and no specification (screen layout, template, rules) provided. They have been documented here for clarity of scope.

- Step 1. Pre-qualification application process;
- Appeal process;
- Payment process;
- Decision Letter;
- Board of Trustees (BOT) access;

14.000 **1.103 ENVIRONMENT**

The working environments to be encountered with these services will be the Salesforce application and the Vets portal. The Vets portal is hosted with a State contracted vendor, and for purposes of this contract the State is anticipating only using this website to re-direct the user to the Salesforce application.

MVAA's Salesforce application structure and database structure are architected through Salesforce's cloud environment, and all information will pass through this setup.

15.000 1.104 WORK AND DELIVERABLES

Key Activities and Deliverables
The purpose of this section is to outline the approach and activities necessary to accomplish the work described in this Statement of Work. The approach breaks up the work effort into five (5) Stages including deployment and go-live.

Included below is a brief description of each stage, leading to key activities and deliverables.

Stage	Key Activities	Deliverables
Stage 1 – Planning and Discovery The Planning and Discovery stage is designed to allow the project team and key stakeholders to review and validate the overall project scope and requirements of the project prior to the Design & Build stage.	• Conduct Project Kick-off • Prepare Project Plan • Prepare Business Requirements Document • Provision Salesforce solution	Final Project Plan Final Business Requirements Document
Stage 2 – Design and Build The Design and Build stage will encompass all development activities for the project.	• Conduct Design sessions • Configure Salesforce solution • Configure Compute hosting environment • Unit test and validate	Final Design Document
Stage 3 – Testing Test configured application to ensure it functions as per design requirements	• Conduct System Integration Testing • Support User Acceptance Testing • UAT Signoff	Final System Testing Results Document Final UAT Signoff Document each of the following 5 forms: • Emerg Req. & VTF form • DD214 Req. • Evnt Spkr. • Vet Schl. • Vet Emplyr
Stage 4 – Deployment Prepare for and execute system and business cutover to the new search capability, which includes deployment planning, conducting go/no-go evaluation, and final deployment. Provide and support 30 day warranty period.	• Conduct deployment planning • Complete Go-Live • Provide and support 30 day warranty period.	Successful Operational Deployment Document Final Production Source Code Document

Deliverable process

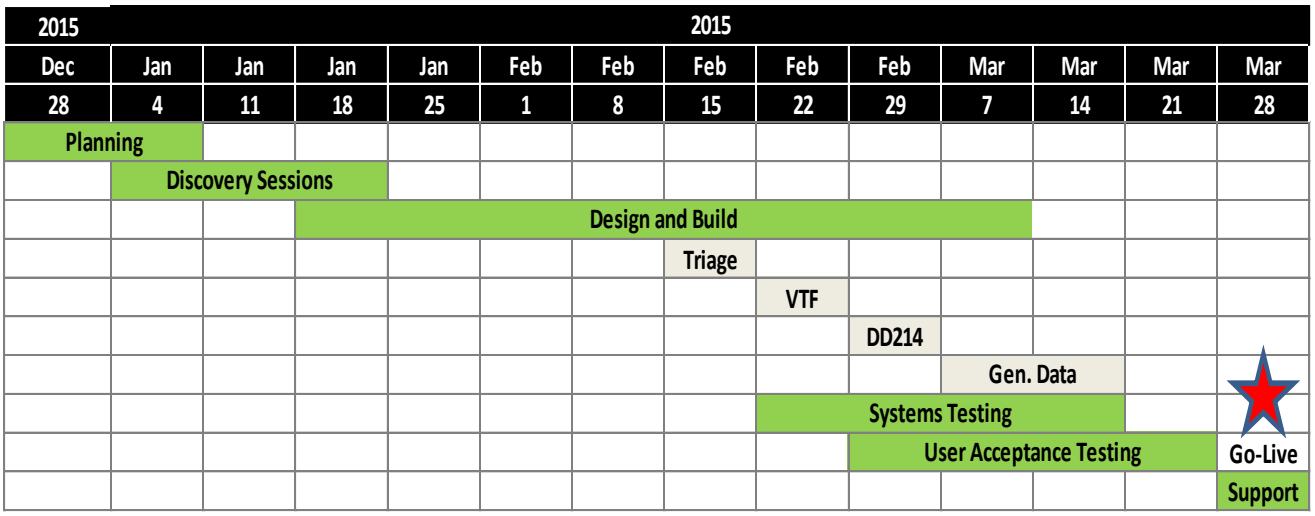
- All deliverables must be submitted in a format approved by the DTMB contract official. At a minimum, the deliverable must be in an industry standard format - unless otherwise stipulated.
- If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the project manager of the MVAA/DTMB in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

Timeline
Forms implementation will be completed by April 7, 2016, or as negotiated at contract start. These timelines are contingent upon the assumptions in this SOW being met in a timely manner. UAT activities performed by the State may increase the timeline depending on UAT testing availability.

A detailed project plan and timeline will be further developed and mutually agreed upon at the start of the project during the Planning and Discovery stage (below). Below is a preliminary project plan.

If the deliverable cannot be provided within the Final scheduled time frame, the Contractor is required to contact the project manager of the MVAA/DTMB in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

A request for a revised schedule must be reviewed and approved/disapproved by the project manager of the MVAA/DTMB build process. In addition to the Statement of Work, Contract 071B5500113 Terms and Conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.



1.200 Roles and Responsibilities

16.000 **1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES**

A. Contractor Staff
The Contractor will maintain a workforce adequate to accomplish Project Work in a timely manner. The Contractor guarantees that Key Personnel staff, identified below will actually perform the assigned work.

Key Personnel Role	Name	Duties/Responsibilities
Primary Contact (SPOC)	Sanjay Shah	(1) Support the management of the Contract (2) Facilitate dispute resolution (3) Advise the State of performance under the terms and conditions of the Contract

The Non-key Contractual resources identified by the Contractor are:

Non-Key Personnel Role	Number of Resources	Duties/Responsibilities
Design Analyst	1	Work with MVAA to finalize the requirements and design
SFDC Configuration Analyst	2	Configure the Salesforce application to complete the development effort of the fillable forms

B. On Site Work Requirements

1. Location of Work

Tasks associated with this project will be performed at the State in Lansing, Michigan and at the Contractor's location(s), or other locations, as agreed to by the State as required by the effort.

2. Hours of Operation:

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

3. Travel:

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

4. Additional Security and Background Check Requirements:

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

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

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

17.000 **1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES**

Resources

The State is able to provide the following limited resources for the Contractor's use on this project:

- State ID for admittance into a State facility
- Work space
- Minimum Clerical support
- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke assess to State resources at any time.

Staffing
MVAA will provide a Project Manager who will be responsible for the MVAA's infrastructure and bringing MVAA business leaders and staff, and coordinate with the Contractor in determining the system configuration and supporting the management of the SOW.

Name	Agency/Division	Title
Jason Wentworth	MVAA	MVSRC Manager

The MVAA Project Manager will also provide the following services:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance and sign-off of deliverable/milestone
- Review and sign-off of timesheets and invoices
- Escalate outstanding / high priority issues
- Utilize change control procedures
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48 hours of their expected decision date.

DTMB will provide a Project Manager whose duties shall include, but not be limited to, supporting the management of the SOW.

Name	Agency/Division	Title
Vaughn Bennett	DTMB	Senior Project Manager

The DTMB PM will also 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
- Assist in the resolution of 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.

Executive Subject Matter Experts
The Executive Subject Matter Experts representing the MVAA business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis.

1.300 Project Management

The Contractor's Project Manager will utilize an Enterprise Value Delivery (EVD) method for Project Management. This method will provide a collection of deliverable templates, guidelines, and accelerators that supports multiple delivery lifecycles, while promoting consistency, quality, and value to the State. This comprehensive methodology is based on industry standards and includes project management processes and tools based on the PMBOK guidelines, complementing the State's SUITE methodology.
Status Reporting via regular status meetings conducted between the Contractor's Project Manager, State and other designated stakeholders, will be held on a bi-weekly basis.

The Contractor's implementation approach for the project will be completed over a period of approximately three months and its success is reliant on the following key assumptions:

- The State will make Subject Matter Experts and technical resources available to participate and attend in the requirements confirmation meetings and keep to the mutually agreed timeline.
- No data migration is required for this project
- Web site visitors are not required to attach documents when completing forms
- People tasked with reviewing and 'voting' on an online request will have Chatter access in the Salesforce.com site
- Web site visitors are not required to authenticate when submitting a request.

1.400 Acceptance

The following is standard acceptance criteria for document and software deliverables.
18.000

19.000 **1.401 ACCEPTANCE CRITERIA**

Document Deliverables

5. Documents are to be dated and in electronic format, compatible with State of Michigan software
6. Draft documents are not accepted as final deliverables.
7. Documents will be reviewed and accepted in accordance with the requirements of this SOW.
8. DTMB will review documents within 3 business days.
    a. Approvals will be written and signed by DTMB Project Manager.
    b. Issues will be documented and submitted to the Contractor and resolved per Section 1.402.

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

5. Beta software is not accepted as final deliverable.
6. The content software and configuration will be reviewed and accepted in accordance with the requirements of this SOW.
7. State of Michigan will review software within 5 business days for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
    a. Approvals will be written and signed by DTMB Project Manager and resolved per Section 1.402.
    b. Unacceptable issues will be documented and submitted to the Contractor.
8. Software is installed and configured in the business-defined environment.

20.000 **1.402 FINAL ACCEPTANCE**

Final acceptance will occur when all deliverables defined in the Statement of Work, Section 1.501 have been completed and written approvals have been obtained ("**Final Acceptance**").

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated

completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Contract 071B5500113 Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

1.500 Compensation and Payment

21.000 **1.501 COMPENSATION AND PAYMENT**

Method of Payment

Payments to the Contractor will be made on a firm-fixed, based model. The final acceptance criteria for each milestone is found in Article 1, Section 1.402 of this SOW. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19 of the Master Contract 071B5500113.

Deliverables	Description	Effort Hours	Amount
Project Plan	The Project Plan will detail the tasks and resources (including MVAA and Contractor staff) required percent of work load. The updated Project Plan will contain, at a minimum, the following level of detail: • Deliverables and Milestone tasks • Dependency Relationships • Task expected start and finish dates • Task actual start and finish dates • Task durations	14	$1,862
Business Requirements Document	The Business Requirements Document will be a mutually agreed upon Functional Requirements Specification – which becomes the initial baseline for project design. The functional, technical and user interface requirements for the system will be reviewed and confirmed.	42	$5,586
Design Document	The overall structure of the solution will be defined from a functional viewpoint in the Design Document. The design describes the logical system flow, data organization, system inputs and outputs, and processing rules. The functional and technical configuration requirements are all mapped to system design specifications.	70	$9,310
System testing results	The tasks and activities of System Test will result in the transformation of the system design into the complete executable representation of the solution. Functionality is tested to determine the solution meets predetermined functionality, performance, quality, and security requirements. System testing is conducted to validate the solution will operate in its intended environment, satisfies all the user requirements, and is supported with complete and accurate documentation. This deliverable will document the results from the System Testing phase.	164	$21,812 ($4,362.40 / each of the 5 forms)
UAT Signoff Document	MVAA will take the lead in conducting the UAT, with the support of the Contractor where applicable. The Contractor will support end users to conduct testing, provide training on any tools to assist end users on how test results will be produced, viewed, and reported. This deliverable will provide signoff from MVAA around the functional readiness of the system.	47	$6,251 ($1,250.20/ each of the 5 forms)
Successful Operational Deployment	After 1 week of Warranty, this deliverable will be submitted to confirm the successful execution of the system in Production with no pending critical defects.	47	$6,251 ($1,250.20/ each of the 5 forms)
TOTAL			**$51,072**

***The Contractor effort of hours listed above are provided for reference only.**

Rates

The following are the applicable hourly billing rates for the staff working on this SOW. Costs were determined based upon a blended rate of $133.00.

Staffing Category	Firm Fixed Hourly Rate
Project Manager	$190
Technical Lead	$170
Solution/Business Requirements Lead	$160
Trainer	$100
Programmer	$120
Technical Writer	$85
SFDC Configuration Analyst	$130
Tester	$100
SFDC Architect	$140

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

DTMB will pay Contractor as identified above in Section 1.105 Compensation and Payment and receipt of properly completed invoice, which shall be submitted to the billing address on the State issued purchase order. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoice shall describe a detailed breakdown as set forth in Contract 071B5500113.

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

ATTACHMENT 1
TRIAGE APPLICATION FOR AN EMERGENCY GRANT

SECTION I: VETERAN/APPLICANT GENERAL INFORMATION

VETERAN'S NAME (LAST, FIRST, MIDDLE): 1		APPLICANT NAME IF DIFFERENT THAN VETERAN(LAST, FIRST): 9	
SSN: 2	DATE OF BIRTH: Month 3 Day 3 Year 3	REASON VETERAN IS NOT APPLYING: 10	RELATION TO VETERAN: 11
HOME PHONE: 4	CELL PHONE: 5	HOME PHONE: 12	CELL PHONE: 13
MAILING ADDRESS: 6		MAILING ADDRESS: 14	
EMAIL: 7		EMAIL: 15	
COUNTY OF RESIDENCE: 8		COUNTY OF RESIDENCE: 16	

*ANY PERSON WHO SHALL KNOWINGLY, BY FRAUDULENT REPRESENTATIONS, OBTAIN OR ALLOW TO BE OBTAINED ANY PAYMENT OR AID PROVIDED BY MVTF SHALL BE DEEMED GUILTY OF A FELONY (IF OVER $100.00 – MCL 750.218) OR A MISDEMEANOR (IF LESS THAN $100.00 – MCL 35.609) AND UPON CONVICTION SHALL BE SUBJECT TO A FINE OF $5,000 OR 10 YEARS IMPPRISONMENT, OR A FINE OF $500.00 AND/OR IMPRISONMENT OF 6 MONTHS, RESPECTIVELY, AT THE DISCRETION OF THE COURT. (PA 9 OF 1946, AS AMENDED). I CERTIFY THAT THE INFORMATION I HAVE/WILL PROVIDE IS TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE, AND I AUTHORIZE THE MVTF TO RECEIVE AND TRANSMIT ANY INFORMATION THAT MAY BE NECESSARY TO DOCUMENT MY REQUEST FOR FINANCIAL ASSISTANCE.

III. .....**SEC**

TION II: ELIGIBILITY

ENTRY DATE INTO SERVICE: MONTH: 17 DAY: 17 YEAR: 17	RELEASE DATE FROM SERVICE: MONTH: 18 DAY: 18 YEAR: 18
WAR TIME ERA OF ELGIBILITY: 19	
DISCHARGE TYPE: 20	

SECTION III: EMPLOYMENT

VETERAN'S CURRENT EMPLOYMENT STATUS: 21	SPOUSE'S CURRENT EMPLOYMENT STATUS: 22
EMPLOYER: 23	EMPLOYER: 24

SECTION IV: ASSISTANCE REQUESTED

HOUSING: 25	TOTAL: 26	HOUSING:	TOTAL:
UTILITIES: 27	TOTAL: 28	UTILITIES:	TOTAL:
AUTO: 29	TOTAL: 30	AUTO:	TOTAL:
MEDICAL: 31	TOAL: 32	MEDICAL:	TOTAL:
MISCELLANOUS: 33	TOTAL: 34		

ATTACHMENT 2

VTF Webpage Layout

WEBPAGE LAYOUT
30Oct2015_VTF.pdf

ATTACHMENT 3

DD214 Request

DD214 Request.pdf

ATTACHMENT 4

Event Speaker

Event Speaker
Form.pdf

ATTACHMENT 5

Veteran Friendly Employer Application

Veteran Friendly
Employer Applicatio

ATTACHMENT 6

Veteran Friendly School Application

Veteran Friendly
School Application.p

Form No. DTMB-3522 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

NOTICE OF CONTRACT NO. 071B5500113

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Deloitte Consulting LLP	Sanjay Shah	sashah@deloitte.com
200 Renaissance Center, Suite 3900	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Detroit, MI 48243-1895	(303) 308-2155	**-4513**

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER (formerly Contract Compliance Inspector)	DTMB – Agency Services	Tim Gajda	(517) 284-5345	GajdaT@michigan.gov
CONTRACT ADMINISTRATOR	DTMB - Procurement	David Hatch	(517) 284-7044	HatchD@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
This contract is for the Contractor to design, configure, integrate, test, and implement a new case management system using the Salesforce.com platform for the Michigan Liquor Control Commission.

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Years	July 13, 2015	July 12, 2020	5, 1-Yr Options

PAYMENT TERMS	F.O.B.	SHIPPED TO
Net 45	NA	NA

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:

NA

MISCELLANEOUS INFORMATION:

This contract can be used for the design, configuration, integration, testing, and implementation of Salesforce applications for any State of Michigan agency.

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$3,642,426.00

Notice of Contract #: **071B5500113**

For the Contractor:

_____ _____

, **Date**

Contract Administrator

For the State:

_____ _____

, **Date**

State of Michigan

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Article 1 – Statement of Work (SOW)

21.000 Project Identification

21.001 Project

This Contract award is issued to Deloitte Consulting LLP ("Contractor") to design, configure, integrate, test, and implement a new case management system using the Salesforce.com ("SFDC") platform ("Solution") for the Michigan Liquor Control Commission ("MLCC"). This Statement of Work describes the specific requirements that will allow the solution to be utilized by the MLCC. The State of Michigan ("State") reserves the right to add other State agencies to this contract; and for those agencies to purchase Salesforce.com design, configuration, integration, testing, and implementation services.

21.002 Background

MLCC is implementing this Solution to cover Global system requirements plus requirements for these four functional areas – Licensing, Enforcement, Executive Services, and Finance. This Solution will replace MLCC's current system.

21.100 Scope of Work and Deliverables

The purpose of this section is to describe the work and deliverables necessary to provide the required functionality for the MLCC Solution.

All project deliverables or documents are to be reviewed by MLCC Project Lead and DTMB Project Manager. Approval of all project artifacts shall be the sole responsibility of the State DTMB Project Manager and/or designees. Article 1, Section 1.501 provides the Deliverable Acceptance Criteria for all deliverables listed in Article 1, Section 1.104 – Work and Deliverables. The acceptance criteria listed within each subsection (A-I) of Section 1.104 is to be considered partial acceptance until acceptance under Article 1, Section 1.501 occurs.

21.101 In Scope

This Contract is for the design, configuration, integration, testing, and implementation of a new case management system using the Salesforce.com platform. These services include the following high level scope requirements which are to be applied to the Global requirements and the requirements for the Licensing, Enforcement, Executive Services, and Finance modules:

- Validation and verification of functional and business requirements
- Implementation
  - System Architecture
  - Configuration (of Salesforce)
  - Customization (based on Gap Fit Analysis, as required)
  - Interfaces/Integration
  - Data Conversion
  - Data Migration
  - Testing
  - Go-live support
- Training
  - End user
  - Web training
- Documentation
- Maintenance and Support
- Knowledge Transfer/Transition
- Reserve bank of hours for future enhancements and/or legislative mandates

This Contract allows additional State Agencies to purchase Contractor's services for the design, configuration, integration, testing, and implementation of a Salesforce.com system including, but not limited to, a new case management system; the Change Management process in Article 1, Section 1.402 will be used to add additional Agency requests for service to this contract. The scope of each new Salesforce project will be determined by the Agency requesting the work and not by this section or the following section (Article 1, Section 1.102).

21.102 Out of Scope

The following tasks and deliverables are out-of-scope for the MLCC Solution specifically, but may be included as in scope for future Salesforce solutions as agreed upon by State agencies and Contractor in a statement of work which has been added to this contract under the change management process:

- Procurement of Hardware – State shall be responsible for the procurement of any additional hardware or peripheral devices required to meet the functional and technical requirements. The State may be required to procure additional hardware or peripheral devices for mobile inspections. The Contractor shall not be responsible for procurement of any hardware or peripheral devices.
- Purchase of Salesforce software
- Development of Document Management System

In addition, the following items have been removed from the scope as part of contract negotiations, and the updated "Exhibit 1 - Business and Functional Requirements" will be submitted as part of the Functional Requirements Document:

- Historical Data Conversion - All historic data will either not be converted or migrated over as is in archive format
- GIS Integration – The proposed solution will not be integrated with State's GIS solution
- Offline Mobile Capabilities – The proposed solution will not provide offline (disconnected) capabilities for mobile inspections. Inspections will be conducted using a connected mobile device.

21.103 Environment

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

The State has methods, policies, standards and procedures that have been developed over the years. 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:

All software and hardware items provided by the Contractor must run on and/or be compatible with the Michigan Department of Technology, Management and Budget (DTMB) Standard Information Technology Environment. Additionally, the State must be able to maintain software and other items produced as the result of the Contract.

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 use of these tools and any additional costs associated with these tools. 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 must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

Article 3, Section 3.001, Subsection 5.1 State Standards contains relevant terms on State standards.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/documents/dmb/1310_183772_7.pdf
http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf

The State's security environment includes:

- DTMB Single Sign On (SSO) for user login
- DTMB provided SQL security database
- Secured Socket Layers
- Secure ID (State Security Standard for external network access and high risk Web systems)

The State's enterprise shared solution environments include:

- *Query and Reporting Functionality* through SAP BusinessObjects
- *Address Standardization Functionality* through SAP Data Quality Management
- *Extract, Transform, and Load Functionality* through IBM DataStage, QualityStage, and Information Analyzer
- *GeoData Services* such as a geospatial data warehouse (MS SQL Spatial) and an enterprise ArcGIS Server as an application tier

IT Vision, Mission and Goals:

http://www.michigan.gov/dtmb/0,5552,7-150--239486--,00.html

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

IT testing management tools

It is highly recommended that the Contractor utilize a software product to manage all testing efforts related to the integration of the MLCC Salesforce.com system. The automated testing of the integrations, configurations, unit testing and system testing is recommended.

The State standard testing management tool is Microsoft's Team Foundation Server 2013.

An additional tool to simplify User Acceptance Testing management is TestRail software.

Contractor Assumptions:

The State will make available to the Contractor access to their existing Microsoft Team Foundation Server 2013 environment, and provide sufficient user licenses for both the Team Foundation Server and TestRail software to complete the required testing for this project

The State Unified Information Technology Environment (SUITE):

The State will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates: http://www.michigan.gov/suite

The State of Michigan utilizes both Waterfall and Agile project management methodologies. The Contractor will be held to the deliverables, timeframes, and payment schedules as outlined in this Contract and any Statements of Work added through the change management process independent of the project management methodology used.

The acceptance criteria and approval process is defined in detail in Article1, Section 1.500.

Contractor Commitment
Contractor is committed to providing a cloud-enabled solution based on the Salesforce platform that aligns with the State's strategic objectives to deliver scalable IT solutions that are cloud first.

Contractor Assumptions
Salesforce.com has provided the State a statement of understanding and intent to comply with the identified items below, and State has conducted, validated and accepted that the Salesforce.com solution complies with the items below:

- Enterprise IT Security Policy and Procedures
- Security Environment
- Enterprise Shared Solution Environment
- IT Vision, Mission and Goals
- IT eMichigan Web Development Standard Tools
- IT Testing Management Tools
- State Unified Information Technology Environment (SUITE)

Based on the above assumptions, Contractor acknowledges that their solution and services for the Solution incorporates adherence to State policies and standards listed above.

21.104 Work and Deliverables

The following required milestones, deliverables and tasks must be completed for the **Global Requirements** and each functional department of MLCC: **Licensing, Enforcement, Executive Services and Finance**.

As a high level overview MLCC expects Contractor to lead or support MLCC in the development of the following project deliverables – the specifics of these deliverables and assigned owners are provided in the subsections below:

- Project Plan
- Weekly Status Reports (including Action Items, Issues and Risks, Milestones)
- As-Is Process Diagrams and Narratives
- Business Requirements
- Functional Requirements
- Non-Functional Requirements
- Fit/Gap Analysis Report
- To-Be Process Diagrams and Narratives
- Conceptual Architecture Design
- Implementation Plan
- Detailed Design Artifacts, including:
  - Configuration and Installation Design
  - Integration Design
  - User Interface Design
  - Data Migration Design
  - Data Conversion Plan
- Test Plan

- Test Cases
- Training Plan
- Training Materials
- Training Sessions
- Deployed *Salesforce.com* Application with Migrated Data in Production Environment
- End-User Operations Manual
- Administrator Operations Manual, including:
  - Roles and Security Configuration
  - Configured Users Mapping
  - Configured Objects Identification and Mapping
  - Standard and Custom Fields
  - Workflow, Assignment, Escalation Rules
  - Queues
  - Data Quality and Cleansing Process
  - Third-Party Integration
  - Customizations
  - Deployment Checklist

Article 1, Section 1.501 provides the Deliverable Acceptance Criteria for all deliverables listed in this section (Article 1, Section 1.104). The acceptance criteria listed within each subsection below (A – I) is to be considered partial acceptance until acceptance under Article 1, Section 1.501 occurs.

Services and Deliverables to be Provided
Contractor estimates a fifteen (15) month engagement from the date of execution of the contract ("**Final Completion Date**"). The process for this project is based on the implementation approach and plan that will be defined during project kickoff. The following sections include the work and deliverables that the Contractor will be required to perform and /or submit to the State during contract term.

A. Confirm Infrastructure
This step ensures that the project infrastructure is planned, vetted and in place in order for the project design, development and build can take place. This includes locations, network, hardware (physical, virtual and cloud), development software and associated logistics. The Technical Architecture Plan artifact is created.

Confirmation of the project infrastructure is usually done in parallel with a review of the technical infrastructure. This review includes network, hardware, operating system and desktop software, and determination of what changes in infrastructure, if any, are required for the production system.

EA Solution Assessment Worksheet
The Contractor must work with the State's System Architect, assisting in the creation of the Enterprise Architecture Solution Assessment document package. This assessment, documents the Contractor's and the State's proposed hardware, software, interfaces, firewalls, data structure, security and user ID management. Any exceptions to the proposed hardware and software/tools listed in the EA Solution Assessment Worksheet require documentation and justification within the State's EA Workshops.

The Contractor must participate in EA solution assessment workshops with the EA group to review, discuss and complete the EA Assessment Worksheet. The State will assign a liaison from the State project team to work with the EA group and track the overall progress of the workshop sessions and approval of the EA Assessment. The Contractor will assist as required, to complete the Enterprise Architecture Solution Assessment Worksheet working with the State's System Architect and EA Group.

Contractors Commitment
Contractor shall implement a fully functioning Solution meeting all contractual requirements without the need of additional third party software or hardware to be purchased by MLCC. Deloitte may recommend to MLCC to increase user licenses, storage, or obtain applications from Salesforce or AppExchange for enhancements and unanticipated user requirements.

Deloitte will work the State of Michigan DTMB Enterprise Architecture Group and System Architects, provide all the necessary assistance to define and create the Enterprise Architecture Solution Assessment (EASA) document and related artifacts. Deloitte will participate in EA solution assessment workshops to review, discuss and complete the EA Assessment Worksheet.

Deloitte and Salesforce have submitted the preliminary Enterprise Architecture Solution Assessment (EASA) Worksheet as in Exhibit 4 of the proposal response.

Deliverables
- EA documentation developed in collaboration with the State.
- Provide available documentation of all necessary Salesforce based software, interfaces, firewalls, data structure, security and user ID management.
- Provide relevant technical documentation in collaboration with Salesforce and the State.

Acceptance Criteria
- Approval of EA Solution Assessment Worksheet by EA Group
- Completed EA Solution Assessment approved by State PM

Project Security Plan & Assessment (DIT-0170)
The Contractor must provide input to the Office of Enterprise Security (OES) to support the Security Plan and Assessment for the State of Michigan MLCC Salesforce.com integration. In this task, the Contractor must engage the Project's Security Liaison, review State and Agency Security Policies, identify any security risks and describe how those risks will be mitigated and comply with the process to complete the Security Plan and Assessment (DIT-0170), including Data Classification and System Criticality sections.

Deliverables
- Input to the Security & Assessment Plan (DIT-0170)
- Collaborate with State on the necessary security architecture, features, processes and procedures
- Comply with the State's described security approach for the project environments

Acceptance Criteria
- Approval of the Security & Assessment Plan by OES and acceptance by the State PM

Technical Architecture Plan
The Contractor must provide a Technical Architecture Plan containing detailed technical architectural diagrams with textual support describing the system, its function, software deployed to it, and how the State of Michigan MLCC SFDC Integration interacts with the other systems contained in the overall architecture. This information must be provided for each of the three (3) environments required for the project: Development, QA (Test), and Production. The Technical Architecture Plan must be updated throughout the project if any changes are made to the technical architecture. The technical architecture plan must include:
- Overall detailed architectural diagrams, including network topology, protocols and features, such as encryption, connection types and transfer rates where appropriate
- Encryption for sensitive data in flight and at rest
- Touch points to other systems
- Security Policy, Access Control and Auditing
- List all browser and versions supported by SFDC
- Obfuscation of sensitive data and session security

- All major system components, data flows and how they are installed in each server environment
- Other software required, such as client Licensing, including the total number of licenses and the structure of pricing and usage of the licenses (floating vs. workstation)

Deloitte will work closely with the State to define the Technical Architecture Plan and specification to define the current and target views of the technology portfolio, detailing the roadmap to the desired Salesforce architecture, while identifying the key work packages in the roadmap.

As part of developing the technical architecture plan, Deloitte will:

- Review and validate its proposed Licensing solution and technical architecture
- Map application components into a set of technology components (software or hardware), e.g. software modules, mobile devices, etc.
- Define inventory of applications, integrations, conversions, and systems required for this solution
- Define integrations points and requirements to develop integration architecture
- Assess platform and security requirements

As a cloud-based, multi-tenant application, the proposed Salesforce based solution has the following unique characteristics that simplify the approach and complexity of developing technical architecture plan:

- Neither Salesforce.com nor BasicGov's licensing solutions require any hardware or third party software to run its applications. Additional peripheral devices including mobile devices may be included as part of the technical architecture plan
- Additional software modules may be installed directly from Salesforce.com AppExchange to meet new requirements. These solutions are already pre-integrated into the Salesforce platform thus reduce the number of integration points required

Deloitte submitted the Breakdown of Related or Third Party Software in Exhibit 3 of the proposal response.

Deliverables

- Compliance with the technical requirements documented in Article 1, Section 1.103.
- Create Technical Architecture Plan that is compliant with the State's Enterprise Architecture

Acceptance Criteria

- Approval of Technical Architecture Plan and acceptance by the State PM

Environment Installations

The Contractor is responsible for working with the State to install the necessary hardware and software in accordance with the environment installation plans. The Contractor must ensure that all operating systems, services, security controls, and software are properly installed. The Contractor must document the results of each environment build when installed, as per the approved project schedule.

<u>Contractor requirement of the State</u>

Contractor requires multiple non-production instances(s) to be used to in the development, testing, integration and training activities. The following instances in the Salesforce cloud will be required by MLCC:

- Two (2) full sandboxes – used as the primary testing environment including performance, migration and load testing. A full sandbox provides access to a copy of the entire production instance, all configuration and all user data.
- Two (2) configuration only sandboxes – used as a supporting testing environment for user acceptance testing, integration testing and training. A configuration only sandbox provides access to all configurations but has a limit 500MB of data storage.
- Up to eight (8) developer sandboxes – used by the Deloitte and State staff for initial Salesforce configuration and unit testing. Developer sandboxes provide access to all application and configuration data. Multiple developer sandboxes are included as

Deliverables

- Salesforce / BasicGov Environments built
- Assist the State with configuration of software as necessary
- Assist the State with configuration of any network devices as necessary
- Create users as needed and configure users into necessary security groups
- Deploy final installation of all Salesforce / BasicGov environments

Acceptance Criteria

- Completion of all Salesforce / BasicGov environment builds
- Review and approve all Salesforce / BasicGov environment builds

Environment Installation Testing

Upon completion of the installation of the environment, the Contractor must execute their installation tests to validate that installation was executed successfully.

The installation testing must include testing the connectivity to the State network infrastructure, as well as testing of the security access appropriate to the security zone that the environment is installed within. The Contractor must define and document the plan for testing failure points and the appropriate mitigation strategies. The Contractor is expected to work with State to conduct these test runs and review the results.

The Contractor is responsible for demonstrating that the complete environment can be restored to a fully operating state, with efficiency. Contractor should provide or help the State set up a redundant system that backs up State data that is in Salesforce.com.

The Disaster Recovery and Backup Plan will be based on the Salesforce.com's disaster recovery processes and standards. As the State has selected Salesforce already, the State accepts the disaster recovery and backup services and service level agreements provided by Salesforce.com. Salesforce provides a mirrored data environment in another Salesforce NOD, and also provides client's an archive capability. Creation of a backup environment outside of Salesforce for data backup is out of scope for this project.

Deliverables

- Environments fully tested
- Develop a Backup and Recovery Plan
- Creation of the Backup and Recovery Plan
- Complete the environment installation tests

Acceptance Criteria

- Completion of environment installation tests
- Approval of the implemented Backup and Recovery Plan after demonstration of restoration of the complete Salesforce.com environment and State data.

B. System Requirements and Design

Objective

The objective of the Requirements and Design Phase is to develop a mutual understanding between the MLCC project team and the selected Contractor with regards to the business requirements for Global system requirements plus each functional department for the State of Michigan MLCC Salesforce.com Integration. The Contractor will review the provided functional requirements, determine gaps between the functional requirement and the Salesforce product and map the functional requirements specification into the functional design specifications. Finally, the functional design specifications are translated into a set of technical system design specifications.

Description

Design Phase begins the execution of the first project phase. Project Teams are defined and the Contractor completes the definition sessions to understand the State's requirements and overall functionality of the State

of Michigan MLCC Salesforce.com Integration. The following tasks are performed for Global system requirements plus each functional department:

Functional Requirements Definition
The result of the Functional Requirements Definition task is a mutually agreed upon Functional Requirements Specification – which becomes the initial baseline for project design. The functional, technical, testing and services requirements for the system are reviewed and confirmed.

Contractor Commitment

Contractor will use its Enterprise Value Delivery (EVD) for Salesforce.com playbook to accelerate the Requirements Gathering and Validation Process by reusing document templates, incorporating lessons learned from other projects, and conducting workshops to engage key stakeholders.

Activities include:
- Select Requirements Analysis Technique
- Review of MLCC functional requirements as documented by AIC (Analysts International Corporation)
- Gap Fit Analysis of the provided functional requirements to the Salesforce product.
- Collection of any additional functional requirements as needed by Contractor
- Define technical requirements
- Define system test requirements
- Define acceptance test requirements
- Establish functional baseline

Deliverables
- Lead requirement workshops and sessions to confirm and finalize functional, technical and services requirements with the State
- Provide input and clarifications to the State as needed
- Documented functional requirements
- Documented technical requirements
- Documented system test requirements
- Documented services requirements for system configuration

Acceptance Criteria
- Functional requirements document complete and approved by State PM, MLCC Project Lead, MLCC SEMs for each functional area, and MLCC Management Representative.
- Technical requirements document complete and approved by State PM
- System test requirements document complete and approved by State PM
- Acceptance test requirements document complete and approved by State PM
- Required Contractor services document complete and approved by State PM

Functional Design and Technical Design
During functional design, the functional requirements specifications are mapped into the functional design specifications. The overall structure of the solution is defined from a functional viewpoint. The functional design describes the logical system flow, data organization, system inputs and outputs, and processing rules. The goal of this activity is to define and document the functions of the solution to the extent necessary to obtain the MLCC project team approval to the level of detail necessary to configure the system. The functional and technical configuration requirements are all mapped to system design specifications.

Activities include:

- Determine system structure
- Design content of system inputs & outputs
- Design system interfaces
- Design system security controls
- Develop functional design
- Develop test cases

Deliverables

- Lead functional design workshops and sessions to confirm and finalize functional design
- Provide input and clarifications to the State as needed
- Complete functional system design
- Complete technical design
- Develop system test scenarios
- Conduct functional and technical design plan walkthrough for MLCC Project Coordinator and State PM

Acceptance Criteria

- Functional design document complete; approved by MLCC Project Coordinator, MLCC SMEs, and State PM
- Technical design document complete; and approved by State PM
- System test scenarios document complete; and approved by State PM
- Walkthrough meeting complete and meeting minutes approved by State PM

C. Construction and Testing

Objective

The objective of the Construction and Testing Phase is to configure the system to conform to the system design specifications.

Description

The tasks and activities of this stage result in the transformation of the system design into the complete executable representation of the solution. Functionality is tested to determine the solution meets predetermined functionality, performance, quality, and security requirements. System testing is conducted to validate the solution will operate in its intended environment, satisfies all the user requirements, and is supported with complete and accurate documentation. User Acceptance Testing (UAT) follows system testing, and solicits feedback from users for the Contractor to make any final adjustments before releasing the solution for implementation.

Construction and Testing Plan

The Contractor will provide an overall plan for the construction of the solution and the testing of the solution. The testing plan should be created to work with experienced UAT testers, and allow for the use of business area testers. It is preferable to have experienced UAT testers for greater efficiency. These plans will take the information created in the design phase and further define the specific tasks and associated resources required to execute the tasks. These plans can be detailed as updates to the project schedule and can be provided to the State for incorporation into the master project schedule.

Deliverables

- Construction plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.
- Test plan documented in the project schedule including detailed and specific tasks, start dates, end dates, resources and dependencies.

Acceptance Criteria

- Updated project schedule provided to and approved by the State PM

Data Preparation and Data Migration Plan
The State is responsible for leading and completing the effort to define, extract, and prepare the data to be migrated from the current State application to the Salesforce system. Contractor will provide as needed guidance to ensure preparation of data by the State meets data migration requirements.

The State will schedule meetings with the State's project team, subject matter experts and technical support to define the existing systems where data resides, identify and download the data to be mapped, identify fields to be mapped and identify fields in the Salesforce system where the mapped data will land. The Contractor will work with the State's Database Administer and System Architect as the mapping and migration work is done through completion.

The following State responsibilities have been built into the project's scope, timeline, activities and deliverables.

1. The State is responsible for extracting any source data to be loaded into Salesforce.com
2. The State is responsible for cleansing and transforming any data to be loaded into Salesforce.com
3. The State is responsible for conversion of any data identified outside of systems identified in the RFP into Salesforce / BasicGov solution.

Deliverables

- Provide support to the State to map data to Salesforce fields and tables
- Creation and delivery of a data dictionary for the project
- Provide support to the State for data preparation for construction activities and testing activities

Acceptance Criteria

- Data map for migration approved by State PM and MLCC Project Lead
- Data dictionary approved by State PM and MLCC Project Lead
- Data Preparation and Data Migration plan complete and approved by State PM

Configuration Deliverable
The Contractor is responsible for configuring the software to match the system requirements needs for Global system requirements plus each MLCC functional departments: Licensing, Enforcement, Executive Services and Finance.

Deliverables

- Configured system per the system requirements and designs for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance.

Acceptance Criteria

- Acceptance will be provided as part of the Go-Live for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance. Reference section 6.0 of this Article 1 document

Integrations
The Contractor is responsible for determining the required interfaces to the MLCC Solution based on the functional requirements and providing the technical designs for these interfaces. The Contractor is also responsible for the development of the interfaces between the SFDC system and the selected State systems. The State Project Manager and MLCC Project Lead will work with the Contractor to identify the required interfaces, provide the access to the existing systems to be interfaced, provide the right State resources for technical assistance and direction for the State systems; and will provide any inter-departmental or inter-agency agreements required for cooperation with MLCC to gain access to systems and resources.

Contractor Responsibility

- Coordinate with the State on questions and problems relating to interfaces
- Identify modifications needed to required interfaces

- Create Interface design documents
- Develop interfaces
- Perform unit testing on interfaces
- Provide integrations required for the successful integration of the solution as listed in the Scope of Integration Services as proposed in chart below.

Interface Name	On-going	On-going	
	Real-time	Batch	Integration method
HP Trim Interface		Inbound / Outbound	Web Services
Address Cleansing	Outbound		Web Services
Print Service (DTMB Print and Mail Services)	Outbound		FTP/SFTP or Email
Payment Gateway	Outbound		Web Services
FingerPrinting	Outbound		Web Services
NAABCA		Outbound	DataExport and Email/FTP, Web Services
Spartan		Outbound	DataExport and Email or Web Services
ADA		Outbound	DataExport and Email
MAIN Accounting System	Outbound	Inbound	Web Services /Data Import
LARA	Outbound		Link or Deep link
Document Signing	Outbound		App exchange- Web Services
EFT Data	Outbound		Web Services
Cash Receipting System	Incoming		Web Services
Interface with Retail database	Outgoing		Deep Link
Interface with Sales People database.	Outgoing		Deep Link

Deliverables

- Interface design documents
- Integration to the State of Michigan systems as required by the functional requirements documents
- Creation of the required interfaces
- Updates to the project schedule for specific tasks associated with all interfaces, including tasks, start dates, end dates, resources and dependencies.

Acceptance Criteria

- Approval of Contractor prepared Interface design documents by the State PM
- Demonstration of successful integration to required State of Michigan systems
- Final approval and acceptance will be provided as part of the Go-Live for Global system requirements plus each of the MLCC functional departments: Licensing, Enforcement, Executive Services and Finance. Reference section 6.0 of this Article 1 document

Transition and Operations Planning Deliverable
The plan to complete the operations transition must be documented by the Contractor, working with the State, in the Operations Transition Plan.

This plan shall include, at a minimum:

- Transition schedules and tasks
- Software deployment strategy
- Personnel requirements
- Facilities
- Risk mitigation strategies
- Management controls
- Reporting
- Define the relationships and responsibilities between the Contractor and State personnel for State of Michigan
- Acceptance criteria

Deliverables

- Operations transition plan

Acceptance Criteria

- Approval of operations transition plan by the State PM

System Testing
The test plan created as part of the deliverable in Article 1, Section 1.104 (C) will be executed for system testing. Once the Salesforce system is fully installed and integrated, system testing is conducted to validate that the product will operate in its intended environment, satisfies all user requirements and is supported with complete and accurate operating documentation. Anomalies identified at this step are recorded and tracked to resolution. System testing will take place as part of each development cycle for the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance.

The Contractor must schedule, coordinate, and perform all system testing activities including integration, load, stress, and performance testing. The Contractor is responsible for generating all test data for the system testing activities. The State will provide assistance and input to assist Contractor with the development of appropriate test data.

The Contractor must correct defects discovered during system testing by following normal application development procedures – modifying the appropriate configuration items in the development environment, unit and integration testing the change and promoting the configuration and new development items to the testing environment.

The State is responsible for supporting the Contractor in system testing of the completed Solution.

The Contractor will lead periodic problem review meetings with the State, to analyze defects and failed tests. The Contractor will review common defects and failed tests reported in system testing and collaborate with the State to improve configuration, development and testing processes with the objective of minimizing the occurrence of these issues and improving the efficiency.

It is highly recommended that the Contractor utilize a software product to manage this and all testing efforts related to the integration. Per Article 1, Section 1.103 Microsoft Team Foundation Server 2013 is the recommended IT Testing Management Tool.

Deliverables

- Create test scripts
- Create test procedures
- Create test data

- Execute test scripts
- Ensure that data is loaded to the Test Environment and refreshed as needed throughout testing
- System Test results
- Conduct load, stress, and performance testing
- Documentation of all test results
- Record defects
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Defect resolution
- Modify test scripts and scenarios, as needed throughout testing
- Create additional test scripts and scenarios, as needed throughout testing
- Retest resolved defects and perform regression testing
- Provide customized data or interface files, as needed, to complete test scenario execution
- Conduct status meetings as required

Acceptance Criteria

- All system tests pass
- Complete documentation of all tests approved by State PM

User Acceptance Testing (UAT)

The test plan created as part of the deliverable in Section 1.104 C will be executed for User Acceptance Testing. Anomalies identified at this step are recorded and tracked to resolution. User Acceptance Testing begins after successful completion of System Testing. UAT will take place as a part of each sprint for the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance.

The Contractor must provide the final version of system software prior to the start of UAT. The version of software to be tested in UAT is considered the version that the system will Go-Live with, pending changes as a result of UAT.

As indicated in the RFP, the State will take the lead in conducting the UAT, with the support of the Deloitte team where applicable. The Contractor is responsible for participating and supporting the State's users in UAT of the entire State of Michigan MLCC Salesforce.com Integration. This activity includes specifying dates and time for end users to conduct testing, training on any tools to assist end users on how test results will be produced, viewed, and reported.

Approach

Contractor will work with the State to develop the UAT test cases, set up test data and provide a test environment that is configured to replicate the production environment for UAT following the process defined in the UAT Test Plan. Contractor recognizes that the State, comprised of various stakeholders, will execute UAT test cases as defined in the Test Plan. Additional data may be created to support the initial testing and retesting efforts in UAT. An inventory list is maintained with the software configurations that are to be installed for the production version. Any upgrades required for the production version are applied to the UAT environment and is performed in conjunction with the State staff approvals.

The table below outlines the approach and responsibilities for completing the deliverables for UAT.

Deliverable	Approach
UAT test cases	The UAT Test cases will be development by MLCC testing teams with support from Deloitte Test team. The UAT Test cases will be developed in conformance with the approved business requirements for each of the functional departments of MLCC: Licensing, Enforcement, Executive Services and Finance
UAT test scenarios	The UAT Test scenarios will be created by MLCC team and traced to approved functional requirements for applicable MLCC functions and department. Deloitte will support MLCC with the system tested codebase and test data needed for the execution of the UAT scripts
UAT results	Results of UAT testing will be captured by UAT testers in Test Rail, as identified in the RFP
Ensure that data is loaded to the Test Environment	The Deloitte Test Manager will coordinate with the infrastructure support team to ensure that transactional test data as well as metadata is loaded in the UAT environment and refreshed as per the schedule identified in the UAT Test plan
Provide customized data or interface files to the State, as needed, to complete test scenario execution	The Deloitte Test team will work with MLCC team to provide customized data or interface files, as needed, to complete test scenario execution
Provide UAT training to State of Michigan UAT testers	Deloitte Testing Team will provide UAT training to end users to prepare them for user acceptance testing
Assist with the creation of the UAT Test schedule	The Deloitte Test Manager will be responsible to coordinate with the State MLCC team and assist in creation of UAT Test schedule in accordance with the other Project schedule tracked by the MLCC leadership team
Review failed test scenarios and recommend most efficient and accurate resolutions	Failed Test scenarios will be reviewed against the business functional requirements to identify deviations from the expected functionality. Failure of scenarios due to technical limitations or requirement conflicts will be reviewed with MLCC SMEs for mutually agreed resolution
Participate in Problem Review meeting(s)	Appropriate Deloitte Test Team members will participate in State lead problem review meetings to analyze defects and failed scenarios A formal Acceptance Test Report will be created to summarize the test procedures executed, any problems detected and corrected, and the projected schedule for correcting any open problem reports
Correct defects found	Defects identified during the UAT testing phase will be triaged, classified prior to being routed to the appropriate development team member for resolution. The severity and priority of the defect will determine its prioritization for resolution
Conduct status meetings	During the UAT phase, the Deloitte Test Manager will conduct periodic triage discussions with interfacing teams and MLCC stakeholders to update on the status of the defects as well as identify resolution steps and timing to complete

The Contractor must provide support for the duration of UAT. The testing process must include the ability to advance the testing clock to provide for a complete test of the lifecycle of cases over many simulated months or years, if and as required.

The Contractor must also correct defects discovered during UAT by following the Defect Management process outlined in this document, and Contractor will follow normal application development procedures – modifying the appropriate configuration items in the development environment, unit and integration testing the change and promoting the configuration and new development items to the testing environment. Promotions to the testing environment must occur on a regularly scheduled basis (e.g., daily) unless it is an emergency (e.g., UAT cannot complete until all problems are resolved or appropriate resolution plans are prepared).

Defect Management Process for UAT

Contractor will be responsible for Defect Triage and Defect resolution mechanism based on the procedures defined in the UAT Plan. Each defect will go through a cycle of solution identification, code change, unit testing, integration testing and regression testing before it is made available for the UAT testers to retest.

The following process will be used to effectively resolve defects:

Defects will be logged and categorized in Test Rail by severity as defined below:

Severity	Description
1 – Critical	Critical workflow, process, or interface experiencing a process blocking issue with no feasible workarounds
2 – High	Critical workflow, process, or interface experiencing a non-process blocking issue where workarounds are possible
3 – Medium	Non- critical workflow, process, or interface experiencing a non-process blocking issue where workarounds are possible
4 – Low	Cosmetic changes, suggestions for improvement
Priority	**Description**
1 – High	Testing activities cannot continue, this defect will have a major impact to the testing schedule
2 – Medium	Testing activities can continue in a number of areas, this defect will have some effect on the testing schedule
3 – Low	Testing activities can continue, this defect has no impact on the testing schedule

Contractor will work with MLCC team members to develop mutually agreed-upon criteria for the go-live. These criteria will vary across distinct defect categories, such as Environments, Data, Configurations, Code, etc. An example of test criteria for the Code category would be:

- No outstanding severity 1- critical defects
- No outstanding severity 2 defects (unless agreed upon by MLCC); for the agreed upon defects there will be an action plan
- Action plan for resolving open UAT defects is signed off
- Medium and Low Priority defects identified but not necessarily resolved

Deliverables

- Assist State users in development of UAT test cases
- Assist State users in development of UAT test scenarios
- Assist State users in tracking of UAT results
- Assist State users in loading data to the Test Environment
- Provide customized data or interface files to the State, as needed, to complete test scenario execution
- Provide UAT training to State of Michigan UAT testers
- Assist with the creation of the UAT Test schedule
- Review failed test scenarios and recommend most efficient and accurate resolutions
- Participate in Problem Review meeting(s)
- Correct defects found
- Conduct status meetings

Acceptance Criteria

- 100% UAT test cases executed with mutually agreed UAT exit criteria for number of defects by severity category.

D. Training (Planning & Delivery of) and Documentation

Training

Together, the Contractor and State staff will provide training for the training audience identified below. Each training audience and the responsible training group are noted below. Highlights from the Contractor's planned training approach are also listed. Additional details on the Contractor's training approach, activities, and deliverables are provided in Exhibit 5 – Training Plan of the response.

Audience Type	Description	Staff Responsible for Training
Technical Staff -	Technical staff responsible for performing system maintenance on the system; including data conversions and report writing	Contractor
State System Administrator Staff	Agency administrator staff responsible for assisting users, participating in system enhancement analysis, and trouble-shooting	Contractor
State Staff Trainers	Staff responsible for training State end users	Contractor
UAT Testers	Agency user representatives who will execute enterprise solution acceptance testing	Contractor
State End Users*	State employees who will be using the system in the course of their daily tasks on a regular basis.	State Staff Trainers
Citizen End Users*	Citizens who will access the Salesforce system to request services related to licenses for themselves or their businesses	Out-of-Scope

The Contractor will develop a training plan documenting how the identified State staff will be trained to operate and maintain the Solution. The plan must include a list of all formal courses provided by the Contractor to State staff along with a profile of who should attend each class. The Contractor must also provide a list of any pre-requisite classes the State staff needs to operate and maintain the Solution. For planning purposes the numbers of State staff who will need to be trained are 43 on the Licensing Module, 65 on the Enforcement Module, 27 on the Executive Services Module, and 15 on the Finance Module for a total of 150.

Three distinct training delivery methods will be deployed:

Knowledge Transfer (includes classroom training where applicable)

User Acceptance Testing (UAT) Training

- Train-the-Trainer Training

Method	Definition and Purpose
Knowledge Transfer	• Process of preparing technical and administrator users to assume responsibility for the ongoing maintenance and configuration of the system through side-by-side demonstrations as well as staged learning through study, practice and use
User Acceptance Testing (UAT)	• Trainers are given classroom-based training on the basic navigation of the system and then given sample testing scripts to guide them on how to test
Train-the-Trainer	• Preparation for State trainers to deliver end user training to state end users. Trainers will be instructed in the course material, and will be given an opportunity to 'teach back' the material to demonstrate proficiency

Contractor Assumptions:

- While citizens will be users of the system, training for citizens is not within the scope of this project.
- All training led by the Deloitte Implementation Team will be conducted at State facilities in Lansing, MI, another training lab within Lansing, MI or virtually via webinar
- Training rooms/space will be available as scheduled by the State, taking into consideration peak seasons and other scheduling conflicts
- When the Deloitte Implementation Team uses the provided classrooms to carry out training activities, it is assumed that these classrooms have sufficient hardware, software, computing capability and network access, and supporting materials for the training sessions
- During training, the Deloitte Implementation Team will provide technical support for the solution and Salesforce-provided materials
- The Deloitte Implementation Team will provide and or enter training environment data and will be responsible for maintaining the training environment including refreshing the training database throughout the project duration.
- The State will assign an individual to work with the Deloitte Implementation Team to coordinate training. The State resource will be responsible for scheduling staff and facilities, and logistics including printing training materials and assisting with training registration and tracking.
- Training will occur on dates/times mutually agreeable to the Deloitte Implementation Team and the State, and conducted in a timeframe to allow the trainers to be adequately prepared to train end users, and for end users to be prepared to use the system
- The State will identify and register State Staff Trainers to participate in each Train-the-Trainer session, as well as slot these trainers into training roles defined by the Deloitte Implementation Team

State Responsibility

- Provide physical training location with required hardware to facilitate planned training
- Participate in knowledge transfer activities
- Review and approve training and user support materials
- Attend Train and Trainer and UAT Training sessions
- Schedule staff and coordinate facility setup
- Provide End User Training to staff

Contractor Responsibility

- Ensure training environment is set up and complete prior to and during the training period
- Provide required number of training software seats (based on class size and number of classes)
- Ensure that data is loaded to the Test Environment for training
- Provide customized data or interface files to the State, as needed, to complete user training
- Provide Train the Trainer and UAT Training

Deliverables

- Comprehensive training plan designed to meet integration, operation and configuration needs of the State for Global system requirements plus each functional department
- Listing of formal training courses, recommended audience, duration and schedule for each course
- Provide recommendations as pre-requisite skills and the level of expertise required to support and operate the Solution
- Delivery of the planned training courses to State of Michigan project team and staff

Acceptance Criteria

- Approval of comprehensive training plan designed to meet implementation, operation, and configuration needs for each Phase
- Approval of listing of formal training courses, recommended audience, duration and a current schedule for each course
- Approval of description of training courses delivered
- Approval of recommendations as pre-requisite skills and the level of expertise required to support and operate the Solution
- Delivery of training with documentation of dates, times and attendance
- All above to be accepted and approved by the State PM

Documentation

User manuals
Technical manuals

1. A minimum of two (2) copies of the following documentation in an electronic format will be provided:
    a. User and Technical Manuals - On-line
    b. Data Element Dictionary
    c. Operations Manual
    d. All updates of documentation during the term of the Contract, software license and maintenance agreement
2. The following documentation is provided for all software:
    a. System-wide documentation and specifications
    b. Installation procedure
    c. Testing scripts
    d. Production migration
3. The documentation of components, features, and use of the software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
4. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.

Acceptance Criteria

To be acceptable to the State PM the MLCC SMEs and the MLCC Business Lead will ensure that the:

- Identified MLCC end users are proficient in the use of the software.
- Identified MLCC system administrators are proficient in the administration of the software.
- Identified DTMB technical staff is knowledgeable in the maintenance and support of the software.
- End User, System Administration, and Technical manuals are submitted in both electronic and written formats.

Supporting Documents
The Contractor will deliver final versions of the following documents to the DTMB PM for approval and signoff prior to beginning training activities.

- Training Plan
- End user training materials (No Template)
- Technical training materials (No Template)
- Administration training materials (No Template)

Upgrades and new versions to the system that affect end-user functionality will include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.)

All training manuals, training plans and other documentation provided become the property of the State. If not otherwise indicated documentation is to be provided in electronic format such as Microsoft Word, PDF.

E. Implementation for Global System Requirements plus Each Functional Department

Objective
The objective of the Implementation is to prepare the production environment and State project team and MLCC end users for the deployment of the system; and to deploy the system including the Global system requirements and each of the four functional areas of MLCC: Licensing, Enforcement, Executive Services and Finance.

Description
The Implementation Phase involves verification that the production environment software is production ready. Once the preparation is complete, a detailed cutover task list and schedule are prepared. Planning and schedule will include checkpoint milestones and associated rollback procedures, in the event that the cutover must be called off. Each task will be performed per the schedule to meet specific milestones for the cutover to the production environment and to verify the readiness of the production environment. The results of this verification will drive a “go/no go” decision from the State to move to the live production system. If there are significant issues with the production environment and system, the planned deployment may be rolled back, per procedures.

Production Cutover Plan
The Contractor develops a cutover plan which provides the list of interrelated steps and activities that must be coordinated to ensure a smooth and successful cutover to the production system. This is equivalent to the notice of site preparation identified in Article 3, Section 3.001, Subsection 8.2.

A high-level checklist will be prepared, for general consumption within the agency, to communicate the cutover schedule. A detailed, step-by-step checklist is prepared for the project team to follow.

The cutover plan is followed during the production cutover phase.

Deliverable

- Cutover plan
- “Go/No-Go” check list

Acceptance Criteria

- Approval of the cutover plan by the State PM
- Approval of the Go/No-Go check list by the State PM and MLCC Project Lead

Perform System Implementation
The Contractor must provide the necessary resources to install the Solution onto the production environment per the cutover plan. Any and all issues must be resolved during the installation procedures prior to cutover to the new software.

Deliverable
- Installation of the Solution onto the production environment
- Follow the cutover plan
- Review and complete the Go/No-Go check list with the State team
- On-site support for the cutover to the new software

Acceptance Criteria
- Approval of the Solution installation by the State PM

Installation Testing
The Contractor must test the State of Michigan MLCC Salesforce.com Integration in the State production environment to ensure the software is installed and functioning properly.

These tests will:
- Ensure the environment is properly installed and configured
- Ensure the State of Michigan MLCC Salesforce.com Integration is completely functional
- Ensure all interfaces function properly
- Ensure data has been migrated to the production environment and is accessible to the system.
- Identify any defects or problems in the environment against expected results for all tests

Deliverables
- Properly test the production environment to ensure it is fully installed and operating properly
- Ensure data has been migrated to the production environment
- Resolve any issues/problems for installation
- Documentation of all installation test results

Acceptance Criteria
- Acceptance of installation test results by the State PM

Go-Live
During the Go-live activities, the Contractor will be expected to provide resources to support the MLCC end users and operations during each of the go-live phases for the Global system requirements and the four functional areas of MLCC.

The Go-Live is a result of the cutover plan.

Deliverables
- System operational in the production environment.
- Resolve any system related issues or problems identified in the production system
- Documentation of issues
- Documentation of resolutions to issues completed within production startup phase
- Provide support during production startup phase for a total of 15 business days
    - Onsite support at State of Michigan for 5 business days
    - Remote production support for 10 business days from Contractor location

Acceptance Criteria
- Signoff from the State Management team to accept the successful Go-Live of Production at completion of each of the four production startup phases

Post Implementation Evaluation Report (PIER)
The Contractor is responsible – with input from the State – for completing the Post-Implementation Evaluation Report for Global system requirements plus each functional department of MLCC.

Deliverable
- Complete the Post Implementation Evaluation Report
- Correct any identified deficiencies

Acceptance Criteria
- Approval of Post Implementation Evaluation Report by the State PM

Performance and Reliability Evaluation (PARE)
To ensure fully functioning modules before payment of Milestone 4 a PARE will be required for each module that is required to be complete for each milestone. Section 1.502 – Acceptance for Milestone Payments contains the requirements for a PARE. A PARE will be conducted as part of each sprint (group of license types) completion.

F. Warranty
The warranty in this section applies only to the completed MLCC Salesforce.com Case Management System

Objective
Contractor is required to support the completed MLCC Salesforce.com Case Management System for ninety (90) days after Final Acceptance ("**Warranty Period**").

Description
During the Warranty Period, Contractor warrants that the system functionality directly related to the configuration of the Salesforce software or to any and all custom development, data migration, interface, etc., engineered, built, integrated by Contractor or Representative of Contractor will function as required by this contract.

If, within the Warranty Period, the Solution fails to comply with this warranty, Contractor will repair, as necessary and at no cost to the State, to bring the system into compliance with this contract and the requirements defined within and/or by supporting documents.

The State is responsible to notify Contractor of the failure in an appropriate manner; i.e. email, phone, fax, in person or in writing, describing the correct operation, providing the Contractor with adequate documentation and/or evidence to reproduce the failure, and, when necessary, demonstrating the failure so that the cause of the failure may be traced and corrected. The Contractor will make such warranty repairs as expeditiously as possible, following notification from the State. The Contractor will agree to the response times and service support levels as defined in the EA Assessment document resulting from project activities associated with Article 1, Section 1.103.

For the purpose of this project, "Defect" means any reproducible error in the Solution that is not in compliance with the required functionality defined by this contract and the requirements defined within and/or by supporting documents.

Deliverables
- Creation of a Warranty Services Plan
- Provide warranty services as defined in the Warranty Service Plan
- Defect repair - MLCC Salesforce.com Integration bugs repaired at no cost to State

Acceptance Criteria
- Documentation of the Warranty Services Plan approved by Procurement Lead

G. Maintenance and Support

Objective
The Contractor will provide maintenance and support from Final Acceptance until the end of the Contract Maintenance and Support period, as defined in the approved project schedule. Payment for Maintenance and Support is handled under Article 1, Section 1.601 item 2.

The Contractor must work with the State to perform a knowledge transfer on the State of Michigan MLCC Salesforce.com Integration. This knowledge transfer shall include involving State personnel in ongoing configuration activities.

Description
The Contractor will provide Level 1 maintenance and support which includes items such as:

- Access to service packs through electronic media (i.e. downloads, dvds, etc)
- Installation of service packs
- Access to new versions of the MLCC Salesforce.com Integration
- Access to new and revised documentation
- Phone support

System Maintenance
The Contractor is required to develop a System Maintenance Plan which will include new releases, patches, updates, and scheduled maintenance. The Contractor will include a complete description of their maintenance and support services within the plan. The System Maintenance Plan will also include the known and estimated release schedule for the above listed maintenance activities.

The maintenance plan will become active after completion of all four functional department implementations and the completion of the all warranty periods.

The State intends to identify individuals from DTMB to participate, on a full-time basis, in ongoing production support activities. DTMB staff shall have the requisite skills to participate on the team as identified by the Contractor in the transition plan.

The Contractor will ensure that the new system, including Salesforce software, interface software, drivers and custom software is current on service packages as well as any new versions and/or releases. System maintenance will transition to the State after the Warranty Period (three months) and six months of post implementation support/knowledge transfer after Final Acceptance.

The Contractor must include support services during the maintenance and support period at sufficient levels to ensure, at a minimum, that:

1. service packs are installed
2. upgrades are installed
3. hot fixes are installed
4. defects with code are resolved
5. defects resulting from configurations are resolved
6. the overall system is kept in good running order

Contractor Commitment for System Maintenance
The details of patch releases, version updates, and new releases of Salesforce portion of the Solution are provided by Salesforce. Contractor will work with the State to develop a detailed System Maintenance Plan that will outline the details and approach of managing software upgrades, patch releases, and version updates provided by Salesforce.

Salesforce Version Control	Value to State Because of Salesforce multi-tenant architecture, Salesforce.com is able to provide all of our customers with a service based on a single version of our application. We are able to upgrade all of our customers at the same time with each release. As a result, we do not have to maintain multiple versions of our application. Each release will be delivered automatically in a transparent manner, and will not break your configurations All upgrades, patches, and other system maintenance are provided at no additional cost to the State. Salesforce.com releases 3 complimentary upgrades each year as Winter, Spring, and Summer versions. Each time Salesforce.com releases a new version of the application and the platform, the entire community can take advantage of the latest innovations from our product development team.
Software Migration Paths	Prior to any major release, Salesforce.com publishes a comprehensive Release Notes document describing the new features, and functionality. Documentation is subsequently posted in Help & Training one month prior to upgrading non-Sandbox instances. Administrators are able to track major release dates and times from http://trust.salesforce.com/trust/maintenance approximately one month before their release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances.
Upgrade Notifications	The Release Notes document describing the new features and functionality is posted in Help & Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce.com.
Software Upgrades	Salesforce.com continues to innovate releasing 3 complimentary upgrades each year, in Winter, Spring, and Summer versions included as part of the proposed license subscription. All Salesforce users are always on the latest version of our platform because everyone gets instant upgrades (on an opt-in basis). All upgrades, patches, and other system maintenance are provided at no additional cost to MLCC and are included in the proposed license subscription.

Support

The Contractor will support the new system. Support As noted in the here in Article 1, Section 1.104(G) and in Article 3, Section 3.002. Support will transition to the State after the Warranty Period (three months) and six months of post implementation support/knowledge transfer after Final Acceptance.

Contractor Commitment for Support

Contractor will deliver Solution support services based on a Tiered Support Model. Contractor and the State agree to a shared responsibility model with the State (MLCC and DTMB) handling Tier 0 and Tier 1, while Tier 2 and Tier 3 will be the responsibility of Contractor. The Tiers are defined as:

- Tier 0 – Super User and Self Help – Desk side Support, Online Help and Training.
- Tier 1 – Day to Day Support – Fee Changes, Reports, Letters, New Fields, and New Pick List
- Tier 2 – Expert Functional & Technical Support – Retraining New Hires and Replacement Staff, Data Loading, Data Conversions, Workflow Modifications, Approval Process Changes, Integration Support, GIS Support/Integrations, and Batch Letter Setup.
- Tier 3 – IT Operations – Patches, Batch Jobs, Performance Monitoring, DBA, Patch Applications, Production Migrations
- Tier 3 – IT Infrastructure – Hosting & Storage, Network Configurations, DBA, Performance Tuning, Backup and Recovery

Severity Levels for Reported Issues
Reported issues and problems will be prioritized to ensure that support is delivered in a timely manner, but within agreed-to service levels and timeframes.

Severity Level	Severity Level Description
Severity 1	A complete failure of an In-Scope System or supported process has occurred. There is no work-around for the problem. • Problem prevents completion of an action • Work cannot proceed until the problem is resolved • No available (approved) workaround • Numerous cases are involved • The problem causes many fatal system errors
Severity 2	Major problems exist within an In-Scope System or supported process. • Problem complicates the completion of an action • Problem affects the issuance of correct benefits • Many cases may be involved • Fatal errors may be occurring • Possible workarounds can be used to fix the problem; however continued use of workarounds may be inefficient, impractical, or error prone in the long run.
Severity 3	Problems exist with an In-Scope System or supported process that affect a few users on a regular basis, thereby preventing some work from being accomplished. A workaround does exist that has minimal impact to the end user.
Severity 4	Minor issues that are cosmetic in nature (e.g., font issue, sort order, misspellings)

Issue/Problem Resolution
Deloitte will respond to Severity 1, 2, 3 and 4 problems with confirmation of receipt of incident when the incident is assigned to them. Deloitte will provide a workaround, fix, or estimated completion date after the problem has been diagnosed and/or replicated, and respond to critical problems by ensuring that appropriate managerial personnel are made aware of the problem and that they actively track and expedite a resolution.

Deloitte will assign Support or development personnel at the appropriate level to the problem, and those personnel will prepare a work plan for the problem's expeditious resolution. Their appropriate staff will continue to work without material interruption until the problem is resolved properly. They will maintain daily contact with the State's technical staff to keep the State abreast of efforts being made to solve the problem. They will also provide the State's technical staff with direct access to the Support personnel and product development personnel, if appropriate, who are assigned to the problem.

The Issue Resolution/Escalation process is tailored to each project.
The approach for the issues resolution process is as follows:

- Identify ownership clearly
- Monitor status regularly
- Address concerns directly
- Escalate unresolved concerns and issues promptly

Once the issue is logged it is reviewed, prioritized and an owner is assigned. Depending on the criticality of the issue, a change request is submitted and appropriate issue resolution steps are taken. If the issue is resolved it is closed and documented in the logs.

Deliverables

- Documented system maintenance and support plan
- Provide services as defined in the system maintenance support plan
- Provide State of Michigan MLCC Salesforce.com Integration performance tuning, defect repair and service pack releases
- Provide system maintenance and support plan pricing per year, for optional 3 years

Acceptance Criteria

- Approval of system maintenance and support plan by the State PM
- Approval of the purchase agreement by the State Procurement Lead

H. Knowledge Transfer/Transition

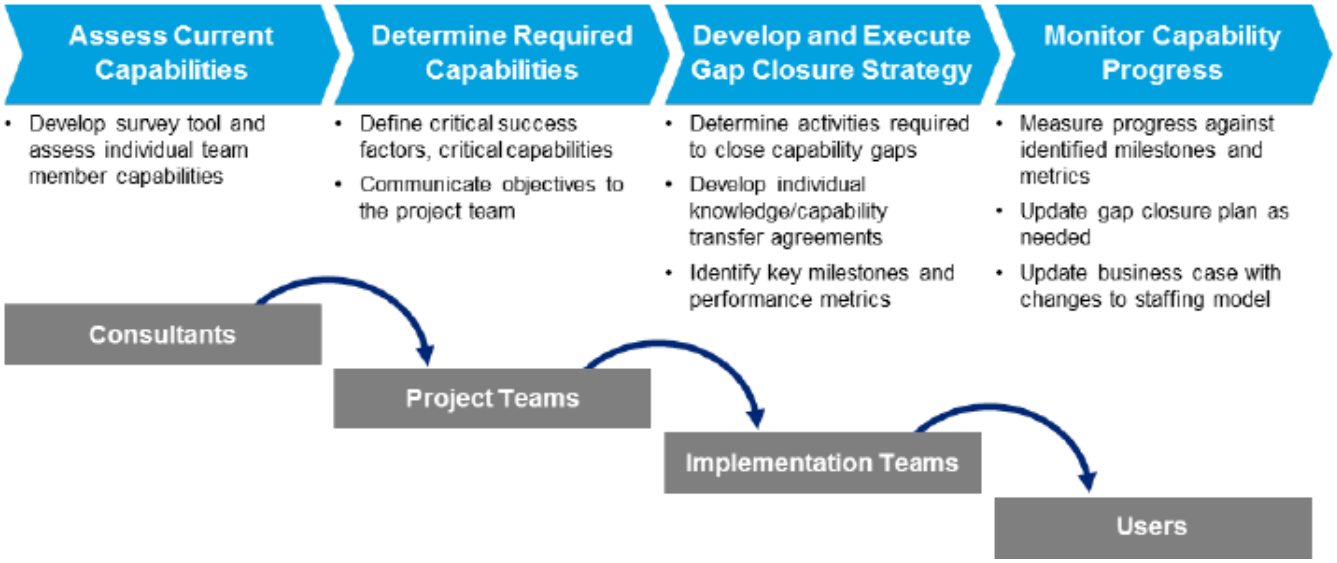
The Contractor agrees to facilitate the transfer of knowledge to State resources during the transition period identified in the project schedule as a part of project close out.

Activities for this deliverable will be planned and documented in the Transition Plan (SEM-0701).

Contractor's Commitment

Contractor Knowledge Transfer Plan defines project team member roles and responsibilities, and identifies the skills and capabilities needed for each project team member to be successful during implementation. Executing against the Knowledge Transfer Plan positions the State to own and maintain the Solution after implementation and warranty is complete, alongside with Contractor should the State exercise the option to use the annual 2,000 maintenance and support hours available. The Plan outlines proposed knowledge transfer activities, and the starting curriculum that needs to be completed by staff in each job role. The Knowledge Transfer plan provides a tool to track individual progress in completing their Knowledge Transfer Bulletin including lessons learned, Post Implementation Evaluations and surveying benefits realized.

The core components of knowledge transfer that Deloitte will complete are depicted below.



Deliverable(s)

To be acceptable to the State:

The Contractor has transferred knowledge to identified DTMB resources for the following purpose:

- DTMB technicians are knowledgeable in the operational maintenance and support of the Solution
- The DTMB SME is knowledgeable of the Solution to the extent they can evaluate reported issues to determine impact, severity, and assist the Contractor in the resolving issues during the warranty, maintenance and support period.

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Article 1, Section 1.500 Acceptance and the criteria below.

Supporting Documents

The Contractor will deliver final versions of the following documents to the DTMB PM for approval and signoff.

- Transition Plan (SEM-0701)

The State will leverage its own templates and artifacts from its SUITE Methodology for the following:

- Lessons Learned
- Post Implementation Evaluation
- Benefits Realization Survey

I. Future Enhancements

Objective

The State does anticipate requests for new functionality and/or changes to the proposed system, as well as new services and/or changes to existing services provided via this contract will occur throughout this project.

This section is intended to facilitate the handling of these requests so that only those with a solid business case can be efficiently incorporated into the project through the procurement process.

Description

The State intends to establish funding for two thousand (2,000) hours per year, for a 3 year period, for system enhancements and services from the Contractor beyond those listed in the Contract, such as additional enhancements and legislative changes. Actual funding for enhancements shall occur on a yearly basis. The State does not guarantee funding for any or all change requests will be available to the project.

The State will submit a request to the Contractor for changes, using email or written requests. For any changes in functionality or services, the Contractor will perform an impact analysis to determine the functional areas impacted by the change and the associated requirements and deliverables that must be modified to incorporate the change. Once the impact analysis has been completed, the Contractor will submit a change request detailing the proposed changes to incorporate the new/changed functionality. A change request will include a detailed description of scope, the proposed impact to the project schedule and the total hours required to implement the change. A summary of hours and cost must be included.

All change requests will go through a rigorous review process by MLCC and DTMB in order to gain approval of the change request. A limited amount of Contractor time may be required in this review process, but only to provide a cursory review of the request. Only upon MLCC and DTMB approval will procurement release funding for the change against the established maintenance contract.

Deliverables

- Pricing for supplemental services for change request, 2000 hours per year, for 3 years.
- Change management plan detailing the process

Acceptance Criteria

- Approval of the change management plan by the State PM
- Approval of a purchase agreement or contract change by DTMB-Procurement.

21.200 Roles and Responsibilities

21.201 Staffing Plan

MLCC expects the implementation partner to provide a Project Manager assigned approximately 30% of his/her time to MLCC for the duration of the project. A Technical Lead and Solution/Business Process Lead are also required as members of the core project team. A staffing plan with the percentage of each team member's time allocation is to be provided as part of the implementation partner's proposal. MLCC also expects the implementation partner to provide most of its work on-site at MLCC location in Constitution Hall, Lansing, Michigan with limited, non-customer facing activities occurring off-site.

Deliverables

- Staffing plan

Acceptance Criteria

- Approval of plan by State PM

21.202 Contractor Staff, Roles and Responsibilities

A. Contractor Staff

Single Point of Contact

Contractor has identified David Parent as the Single Point of Contact ("**SPOC"**). The duties of the SPOC shall include, but are not be limited to:

- Support the management of the Contract
- Facilitate dispute resolution
- Advise the State of performance under the terms and conditions of the Contract

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

Contractor's Key Personnel – State requirements

The contractor must submit a letter of commitment for all Key Personnel signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the DTMB PM releasing the individual from the project for a sufficient amount of time to meet the needs of the MLCC Salesforce.com Implementation Project upon execution of the contract.

The Contractor will provide a Human Resource Plan updated as resources change, an organizational chart indicating lines of authority for personnel involved in performance of this Contract, and relationships of assigned staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

All Key Personnel may be subject to the State's interview and approval process. Any Key Personnel substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

Project Manager – Randall Duffield
Senior Business Analyst – Nitish Mukhi
Senior Software Engineer- Randall Duffield
System Architect – Faisal Mohammed
Training Manager – Asima Khokhar
Test Manager – Asima Khokhar

Optional other non-key resources identified by the Contractor

Deloitte	Configuration Lead
Deloitte	Configuration Analyst
Deloitte	Data Mgmt Specialist
Deloitte	Tester
BasicGOV	Business Analyst
BasicGOV	Configuration Analyst
BasicGOV	Integration Specialist
BasicGOV	Custom Developer
ForceByDesign	Testing/Training Analyst

Contractor - Project Manager

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

- Manage all defined Contractor responsibilities in the Scope of Services
- Manage identified subcontractors
- 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

Contractor – Business Analyst

The Contractor Business Analyst is responsible for eliciting functional and technical requirements, gap analysis, meeting facilitation, documenting use case scenarios, perform business and workflow analysis.

Contractor – Senior Software Engineer

The Contractor Senior Software Engineer is the development lead and has expert knowledge in matters of design and build of the solution. The State anticipates the Senior Software Engineer will be the main technical lead in configuring the Salesforce.com solution to meet the business and functional requirements in Article 1, Section 1.104; and will lead the development of interfaces and integrations with current State systems.

Contractor – System Architect

The Contractor System Architect is responsible for leading and/or consulting on the development of the System Architecture and work closely with the DTMB Architect to ensure the Solution satisfies requirements and will function as designed in the State Enterprise network.

Contractor – Training Manager

The Contractor Training Manager is responsible for effectively leading training resources, development of the training plan, training manuals, and the execution of classes and other training opportunities.

Contractor - Test Manager

The Contractor Test Manager is responsible for drafting, managing, and executing test scripts which satisfy documented scenarios as mapped against the requirements traceability matrix. The test manager is also responsible for drafting the test plan.

Contractor – Other Resources

Contractor should propose any additional personnel that in their judgment are necessary to complete the project in the most efficient and timely manner.

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

B. On Site Work Requirements

1. Location of Work:

Work performed in the execution of this contract should occur at State facilities or Contractor offices located within the continental borders of the United States; State Data cannot leave the continental borders of the United States. The work must be performed by individuals who are legally qualified to perform the work as defined by State and Federal labor laws. Tasks assigned to State resources will be executed in Lansing, Michigan or as mutually agreed.

The Solution is a SaaS hosted solution and the State prefers the testing and installation effort occur in Lansing Michigan.

The Contractor must identify in their proposal, with supporting justifications, the need to locate resources in State owned facilities. The State will consider these requests but cannot guarantee acceptance. In all scenarios it is the responsibility of the Contractor to secure space for Contractor resources in support of the project.

Contractor's Development Center Use

Contractor has multiple development centers and will allocate work to these development centers to help keep the Solution on time and in budget as negotiated. Future work performed at the Contractors development centers will be controlled by the language in future SOWs for additional work by other agencies off of this contract.

2. Hours of Operation:

a. Normal State working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.

b. The State is not obligated to provide State management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.

c. Contractor shall observe the same standard holidays as State employees. The State does not compensate for holiday pay.

3. **Travel:**
   a. No travel expenses will be reimbursed. This includes travel costs related to training provided to the State by Contractor.
   b. Travel time will not be reimbursed
4. **Additional Security and Background Check Requirements:**

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

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

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

21.203 State Staff, Roles and Responsibilities

Program Manager (formerly known as 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 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 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. Program Manager for this Contract is:

Tim Gajda, State Administrative Manager
DTMB – Agency Services
gajdat@michgan.gov
517-284-5345

DTMB Project Manager

Linda Hunt, Senior Project Manager
DTMB – EPMO
(517) 242-4923
huntl3@michigan.gov

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

The DTMB PM 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.

MLCC Project Coordinator

Jason Croy,
LARA - MLCC
(517) 284-6291
croyj@michigan.gov

The MLCC Project Coordinator has expert knowledge in matters of requirements and is responsible for assisting the DTMB PM in managing MLCC resources in the execution of tasks.

- Resolve agency project issues in a timely manner
- Review effort, status, and issues
- Assist DTMB PM resolve deviations from the project plan
- Provide acceptance sign-off
- Utilize change control procedures
- Ensure timely availability of agency resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

DTMB – Business Analyst

The DTMB business analyst is responsible for executing and completing tasks assigned by the DTMB PM, is expected to be knowledgeable in the application, and ensures LARA/MLCC needs are being met.

DTMB - Resource Manager

The DTMB Resource Manager is responsible for assisting the DTMB PM in the execution of the project. This includes but is not limited to the assignment of State resources.

DTMB – System Architect

The DTMB Architect will advise the Contractor in matters of system design to ensure the Solution supports State standards and the State Enterprise Environment.

Executive Subject Matter Experts

The Executive Subject Matter Experts representing the business units involved will provide the vision for the business design and how the application shall provide for that vision. They shall be available on an as needed basis. The Executive SME's will be empowered to:

- Resolve project issues in a timely manner
- Review project plan, status, and issues
- Resolve deviations from project plan
- Provide acceptance sign off
- Utilize change control procedures
- Ensure timely availability of State resources

Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

If requested by the Contractor and approved by the DTMB PM, the State will provide the following resources for the Contractor's use on this project:

Technology and Administrative

State ID for admittance into a State facility

- Work space
- Minimum Clerical support

- Telephone
- PC workstation
- Access to State servers and enterprise resources (e.g. email)
- Access to Printers
- Access to copiers and fax machine
- Access to conference rooms

The State reserves the right to suspend or revoke access to State resources at any time.

21.204 Other Roles and Responsibilities

The State anticipates the following roles will be needed by the project and will assign resources to these roles.

DTMB Roles

- Project Manager
- Project Owner
- Business Analysts
- Hardware / Software Architect and Subject Matter Experts
- Developer Subject Matter Experts
- Web Hosting Subject Matter Experts
- Database Subject Matter Experts
- Telecom Subject Matter Experts
- Security Subject Matter Experts

MLCC Roles

- Project Coordinator
- Subject Matter Experts by Discipline
    - Licensing
    - Enforcement
    - Licensing Manufacturing and Wholesalers
    - Licensing DRAM Shop
    - Licensing Special Licenses
    - Executive Services
    - Server Training
    - Finance
    - HP Trim document management
    - Other as identified

MLCC – Subject Matter Expert(s)

A MLCC Subject Matter Expert is an individual who has expert knowledge of a business subject or requirement and is able to answer questions brought forward.

Typical Assignments

Steering Committee

- MLCC Business Manager
- MLCC Project Coordinator
- DTMB Business Relationship Manager

- DTMB PM
- DTMB Project Owner
- Contractor PM

Project Leadership

- Contractor PM
- Contractor Senior Software Engineer
- DTMB PM
- DTMB Project Owner
- MLCC Project Coordinator

Project Change Control Board

- Contractor PM
- Contractor Senior Software Engineer
- DTMB PM
- DTMB Project Owner
- MLCC Project Coordinator

Contractor's Recommendation of State Resources/Key Staff

Resources	Details / Key Activities
Data Cleansing Staff*	• Shares working knowledge of all in-scope databases • Cleanses and de-duplicates all in-scope data sources
MLCC User Acceptance Testers*	• MLCC User Acceptance Testers will be responsible for supporting and conducting the required user acceptance testing.
MLCC Trainers*	• MLCC Trainers will be trained by Deloitte project team through Train-the-Trainer, and will be responsible for proving end user training to the remaining MLCC staff

In addition to the specific resources (technology and people), Deloitte will work with the State to set up and formalize appropriate governance and oversight teams required to enable a successful project. Key governance and oversight committees may include the following.

Key Board or Committee	Details / Key Activities
Program / Project Steering Committee	• Define program guiding principles • Approve exceptions identified to guiding principles • Resolve escalated issues • Make budget decisions when required • Resolve cross-business, cross-project issues • Review and confirm key design decisions • Monitor and manage escalated risks and issues and the overall program plan • Monitor dependencies with other MLCC projects • Identify and drive key change messages through the organization

Key Board or Committee	Details / Key Activities
	• Set direction for policy or business process issues identified
DTMB/MLCC Architecture Review Board*	• Define architectural standards for the project • Make system or tool selection decisions when required • Review and approve Solution Architecture deliverables • Approve non-standard configurations or extensions • Make recommendations to the MLCC Project Steering Committee and Leadership

21.300 Project Initiation and Planning

Objective
The objective of the Project Initiation and Planning is for the project management team to develop the project definition, planning tools and documentation (artifacts) for the entire State of Michigan MLCC Salesforce.com Integration.

Description
The following activities are performed during initiation and planning and continue throughout the project execution, as appropriate and necessary to control and report on the project. The ongoing activities detailed in this section apply to all functional departments of the MLCC Solution.

21.301 Project Plan

The Project Plan must address the applicable components of the SUITE. The Project Plan creates a consistent, coherent document that is used to guide both Project execution and Project control. The State will incorporate the Contractor's Project plan into a State project plan that will be followed during project execution. At a minimum, the Contractor's Project Plan shall include: General Project Information (points of contact, phone numbers, etc.), Project Executive Summary, Detailed Project Scope Statement, Resource Planning, Project Budget Estimate, Communications Planning, Quality Planning and Risk Planning.

Deliverables
- Contractor Project Plan

Acceptance Criteria
- Review of Contractor Project Plan to include items outlined above. Acceptance by the State Project Manager and MLCC Project Lead.

21.302 Project Schedule

The Contractor is required to provide a project schedule that details the tasks and resources (including State and Contractor staff) required percent of work load. The Contractor must work with the State to update the Project Schedule on a weekly basis. The updated Project Schedule must contain, at a minimum, the following level of detail:

- Deliverables and Milestone tasks
- Dependency Relationships
- Task expected start and finish dates
- Task actual start and finish dates
- Task durations
- Task actual work effort (percent complete)

- Task description
- Resource allocation (by individual role) for each task, including State positions

This detailed schedule will feed or link to the Master Project Schedule, which will be prepared and maintained by the State within ChangePoint.

Timeframe

- The initial Project Schedule for each phase must be completed within fifteen (15) days from projected start date for that phase. The State Project Manager shall respond within 5 business days with approval of changes and potential changes.

Deliverables

- Project Schedules for Global system requirements plus each functional department of MLCC
- Update the Contractor Project Schedule on a weekly basis
- Review, maintain and report on the Contractor Project Schedule
- Provide input and clarifications to the State as needed
- Correct any issues identified by the State

Acceptance Criteria

- Approval of Contractor Project Schedule by the State PM

21.303 Project Phase Kick-off Meetings

The Project Kickoff meeting provides opportunities to recognize the start of the project formally, meet project participants, communicate a shared view of the project, ensure understanding of the approved project charter, and clarify next steps for staff. There will be five separate Kick-off Meetings for the Solution, one for Global system requirements plus each functional department.

Timeframe

- Kick-off Meeting for the first module must be held within 15 business days of contract start date
- Kick-off meetings for subsequent modules will be held within 15 days of the completion of the prior phase.

Deliverables

- Schedule of Kick-off meeting(s) (5 total meetings)
- Meeting minutes of each meeting (5 total meetings)

Acceptance Criteria

- Completion of Project Kick-off Meeting for Global system requirements plus each functional department and delivery of meeting minutes for each meeting to the State PM.

21.304 Project Status Reporting - Weekly Reporting

The Contractor must prepare a weekly project status report and submit it to the State DTMB Project Manager. The weekly status report must follow the agreed upon format and content, and cover the previous weekly period.

As part of the Weekly Status Report, the Contractor must submit Action Items, Issues and Risk items, identify any staffing problems and other issues that may affect the project scope, schedule, budget or work products.

Deliverables

- Weekly Status Report

Acceptance Criteria

- Status reports submitted weekly by the Contractor to the State.

21.400 Project Management

21.401 Create/Update Issue & Risk Report

The Contractor is required to assist in the issues and risk reporting, including the identification and recording of issues/risk items, prioritization, definition of mitigation strategies, monitoring and regularly scheduled assessment reviews with the State.

The State will use ChangePoint for issue and risk tracking. All project staff are requested and encouraged to identify and report issues and risks. Managing, mitigating and/or eliminating assigned issues/risks are the responsibility of the State, with assistance from the Contractor.

Issues will be escalated for resolution from level Low through Critical, as defined below:

- Low – Resolution required within 3 weeks, no executive level visibility, no possible impact to schedule
- Medium – Resolution required within 2 weeks, no executive level visibility, possible impact to schedule
- High – Resolution required within 2 weeks, executive level visibility, impact to schedule
- Critical – Resolution required within 1 week, executive level visibility, high impact to schedule/budget

Deliverables

- Assist in Issue and Risk reporting and processing
- Submission of Issues and Risks and recommend mitigations/resolutions
- Collaborate with State on tools and processes for issue and risk management
- Provide input to the criteria to categorize, prioritize and determine the severities for issues and risks
- Correction of all issues and risks assigned to the Contractor
- Inclusion of issue/risk reporting as part of the weekly status meetings
- Identify timeframes for resolution and mitigation plans for issues and risks

Acceptance Criteria

- Log and track Issues and Risks and recommend mitigations/resolutions in an agreed upon manner. To be approved by the State PM.

21.402 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 this Contract.

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, 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 if applicable), 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.

The State will employ the change control methodologies of this section to add additional State Agencies and their requested services to this contract. An Agency requesting services under this contract will issue a Statement of Work through DTMB-Procurement for a new Salesforce.com implementation and/or integration services request from Contractor. Contractor will provide a proposal to DTMB-Procurement including pricing in response to the Agency Statement of Work. The Contractor proposal will be evaluated and negotiated, once

an agreement is reached then the rest of standard Change Notice process identified in this section will be used to finalize the acquisition of these additional services. This Contract does not have the ability to add Salesforce.com licenses – only services for the setup and configuration of a Salesforce.com implementation similar to those included in this Contract.

21.500 Acceptance

21.501 Deliverable Acceptance Criteria

In order for the State to accept a deliverable, from the Contractor, associated with the project defined in this Article 1 document, the following criteria must be provided/met by the Contractor.

- Documents to be transmitted must reference the specific deliverable number
- Documents must be provided in electronic format; Standard Microsoft Office formats version 2010 – 2013, .pdf, .jpeg, .txt. Additional formats will be agreed upon by the project team.
- Documents requiring a signature will be provided in an electronic format and will provide an area within the document for electronic or signatures
- Electronic signatures will be accepted on transmittal documents. Electronic signatures must include meta-data to indicate the owner of the signature and the date of the signature.
- A Transmittal Document will accompany all deliverables (physical or task/work related). This document will reference the deliverable item(s), the specific deliverable number(s), the planned or scheduled delivery date(s), actual delivery date(s), a section for notes/comment and a section for exceptions ("**Transmittal Document")**.
- The Transmittal Document will have a section for signatures of acceptance, with date. The following signatures are required on all transmittals:
    - Contractor representative (Project Manager)
    - State of Michigan Project Manager
    - State of Michigan MLCC Project Lead
    - State of Michigan MLCC Subject Matter Experts (only for their functional area)
    - State of Michigan MLCC Management Representative
- The Transmittal Document and the deliverables noted within are only deemed "Accepted and Approved by the State of Michigan" if all 4 or 5 of the required signatures (4 for the Global Requirements, and 5 for each functional area) are signed on the Transmittal Document and distributed to the Contractor's PM and the State's PM. No other means of acceptance or approval; i.e. verbal, written, email, etc., will be valid for the acceptance and approval of a deliverable related to the project as outlined in this Article 1 document.
- Deliverables associated with weekly or regularly scheduled updates, reports, schedules, etc., will not require a Transmittal Document. These updates must reference the subject matter and date in the title, (for instance; weekly project status update 4-15-2014.doc). The Contractor PM and the State PM will define these deliverables at the start of the project. These documents must be emailed to the State PM based on the agreed upon schedule. Acceptance by the State PM will be assumed for these document types and only exceptions, or rejected documents, will be noted by the State PM in the form of a response email.

21.502 Acceptance for Milestone Payments

Milestone payments for Milestones 1, 2, and 3 will be made according to the following acceptance criteria:

- Milestone 1 – all deliverables for associated work within this Milestone are completed by Contractor and accepted by the State.
- Milestone 2 – UAT has been accepted for licensing module (this UAT is module based and is separate from the UAT that will be completed for the whole system prior to Go Live).
- Milestone 3 – UAT has been accepted for enforcement, finance, and executive module (this UAT is module based and is separate from the UAT that will be completed for the whole system prior to Go Live).

Prior to milestone payment 4 as scheduled in Article 1, Section 1.601(1) the State requires that a Performance and Reliability Evaluation ("**PARE**") be performed for each sprint (group of license types) before final acceptance.. The final milestone will be covered under Final Acceptance in Article1, Section 1.503 below.

For each module the PARE shall consists of the following:

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

b. The PARE will begin on the installation date when the Contractor certifies that that the module(s) is/are fully deployed. During the PARE:
   1. All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.
   2. All reconfiguration and reload time shall be excluded from the performance hours.
   3. If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down time" for the system.
   4. If the Contractor requests access to failed equipment/modules and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
   5. A functional benchmark demonstration will be run for the PARE Committee to confirm that the fully deployed module(s)is/are capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.

c. STANDARD OF PERFORMANCE
   1. The performance period (a period of thirty consecutive calendar days) shall commence on the date the module(s) has been fully deployed. It is not required that one thirty day period expire in order for another performance period to begin.
   2. The module(s) shall operate in conformance with the validated business and functional requirements as agreed upon in Article 1, Section 1.104(B) – System Requirements and Design. Additional requirements added by amendment to this contract shall operate in conformance as agreed upon at the time of such amendment. If each module operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down time.
   3. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance hours. Module failure and down time shall be measured by those intervals during the performance period between the time that the Contractor is notified of bugs, errors, and unmet functional/business requirements and the time that the Module bugs, errors, and unmet functional/business requirements are shown and demonstrated to have been corrected and be fully functional.
   4. During the successful performance period, a minimum of 80 hours of operational use time on each module will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
   5. No more than one hour will accrue to the performance hours during any one wall-clock hour.

6. The module(s) for each milestone shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
7. If successful completion of the performance period is not attained within 90 days of the date of full system deployment, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
8. The PARE will be complete when the module(s) has met the required effectiveness level for the prescribed time period.
9. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the module(s) being evaluated, and authorize payment according to Article 1, Section 1.601.

21.503 Final Acceptance

Final acceptance will occur when all deliverables defined in Article 1 and per the acceptance criteria defined in Article 1, Sections 1.501 and 1.502 have been completed and written approvals have been obtained ("**Final Acceptance**").

In the event the work and/or deliverable is not accepted by the DTMB PM the State will respond to the Contractor with written notice describing the deficiencies using a corrective action plan listing tasks with associated completion dates. The contractor has five (5) business days to respond to the notice indicating agreement to the terms unless an alternate Solution is agreed by both parties. Upon completion, State will have ten (10) business days to accept and approve the revised deliverable(s).

If the State does not approve the revised deliverable(s) after the third (3rd) attempt, the State shall have the option to negotiate an acceptable alternative, collect liquidated damages as identified in Article 3, Section 3.001, Subsection 19 for the incomplete and/or late deliverable, or terminate the Contract pursuant to Article 3, Section 3.001, Subsection 15.1, Termination for Cause.

21.600 Compensation and Payment

21.601 Compensation and Payment

Method of Payment
The project will be paid based on Deliverables and Milestones. The Costs Table (Exhibit 2) attached are the basis for the payments.

Method of Payment

1. Project Payments

Payments to the Contractor will be made on a defined milestone basis upon the completion and acceptance of the deliverables as contained in a milestone. A milestone is defined as complete when all of the deliverables within the milestone have been completed and accepted according to the acceptance criteria. The final acceptance criteria for each milestone is found in Article 1, Section 1.502. Failure to provide a deliverable/milestone by the identified date may subject Contractor to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19.

Contractors are advised that the State has established a number of project milestones for this Contract for the purpose of monitoring progress against the project deliverables. These are specified within the table below along with the associated payments expressed as a percentage of bid items and the calculated actual payment.

Milestone	Milestone Deliverables	Associated Cost Table and Row (Exhibit 2)	Due Date	Payment (in dollars)
1	The following must be completed for all five modules. • Article 1, Section 1.300* • Article 1, Section 1.104(B) Requirements & Design Services The following must be met for the Global module only. • Article 1, Section 1.104(A) Confirm Infrastructure	Tables 2 through 6 including Row A and B.	105 days from Contract Execution Date	$369,818
2	The following must be completed for all five modules. • Article 1, Section 1.300* The following must be completed for the Global, Licensing, and Enforcement modules. • Article 1, Section 1.104(C) Construction and Testing ○ Construction and Testing Plan ○ Data Preparation and Data Migration Plan ○ Configure System	Tables 2 through 4 including Rows C.1, C.2, and C.3; and Tables 2 through 6 Row A.1.	240 days from Contract Execution Date	$604,722
3	The following must be completed for all five modules. • Article 1, Section 1.300* • Article 1, Section 1.104(C) Construction and Testing ○ Integrations The following must be completed for the Executive Services and Finance Modules. • Article 1, Section 1.104(C) Construction and Testing ○ Construction and Testing Plan ○ Data Preparation and Data Migration Plan ○ Configure System	Tables 2 through 6 Row C.4 (integrations); Tables 5 through 6 including Rows C.1, C.2, and C.3; and Tables 2 through 6 Row A.1.	300 days from Contract Execution Date	$550,877
4	The following must be completed for all five modules. • Article 1, Section 1.300* • Article 1, Section 1.104(C) Construction and Testing ○ Transition and Operations Planning ○ System Testing & User Acceptance Testing • Article 1, Section 1.104(D), (E), and (G). Final Acceptance – Article 1, Section 1.503.	Tables 2 through 6 including Rows C.5, C.6, D, E, and G; and Tables 2 through 6 Row A.1.	405 days from Contract Execution Date	$1,045,056

2. Maintenance and Support Payments

Maintenance and support payments to the Contractor will be after the 90 day Warranty Period; and will be made on an annual basis from the date of the first payment for maintenance and support, not to exceed the rates established in the Contract (**Exhibit 2– Cost Tables, Table 7**).

3. Payments to Salesforce.com AppExchange Partners

Initial payments to Salesforce.com AppExchange Partner(s) for the Solution will be through this contract to Contractor as Payee Agent for the AppExchange Partner(s) (e.g. BasicGov). The licenses will be owned in the name of the State. Payment upon execution of Contract and issuance of the PO for the first year of the BasicGov subscription is anticipated. Contractor may provide alternate payment agreements to the State if available and more favorable to the State. Contractor will obtain agreement from any AppExchange Partner who starts under this contract to (1) keep the negotiated rates from this Contract for the negotiate period of time if rates at that time of transition to the Salesforce.com Enterprise Licensing Agreement are more than negotiated under this contract and (2) to pro-rate payment or coordinate next payment date so the State does not double pay once licensing transfers to the Salesforce.com Enterprise Licensing Agreement. Once licensing has transferred to the soon to be established Salesforce.com Enterprise Licensing Agreement payments will no longer be through this Contractor, but will be through the State's Salesforce.com Enterprise Agreement.

4. Future Enhancements

Payments to the Contractor for future enhancements (for example: contingency services, release management services) that are authorized under a specific SOW will be made upon the completion and acceptance of the deliverable or milestone as stipulated within the SOW. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 1, Section 1.603 and Article 3, Section 3.001, Subsection 19.

Please refer to Exhibit 2 – Cost Tables, Tables 9 & 10 for all detailed costs relating to services under this Contract.

Administrative Fee
The selected Contractor will be required to submit an Administrative Fee (see Article 1, Section 1.604) on all payments remitted under the Contract.

Extended Purchasing Program
Extended purchasing program volume requirements are not included, unless stated otherwise. See Article 1, Section 1.605 and Article 2, Section 2.003 for complete details.

Travel
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed. Any out of pocket costs should be included within bid price. Rates provided for Contractor staff are to be fully loaded rates including travel, lodging, meals and miscellaneous costs.

Product and Service Price Reductions
If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's DTMB Contract Administrator quarterly.

Statements of Work and Issuance of Purchase Orders
Unless otherwise agreed by the parties, each Statement of Work will include:

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

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

Invoicing
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

Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue. No late fees will be paid on disputed invoices, while unresolved.

21.602 Reserved

21.603 Liquidated Damages

Contractor will pay $500 dollars per business day in liquidated damages for not meeting the agreed upon timeframes for each milestone. The liquidated damage cost represents a portion of the cost of licenses that are not able to be used fully due to work not completed in a timely manner.

21.604 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.

21.605 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. 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.

Article 2 – Required Contractor Information

22.000 Contractor Company Information

22.001 Authorized Contract Signatory

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

Name:	Sanjay Shah	**Title:**	Principal	**Phone:**	303-308-2155
Name:	David Parent	**Title:**	Principal	**Phone:**	313-396-3004

22.002 Place of Performance

Contractors, in the performance of any resulting contract, must identify the place of performance for work to be done by the **Contractor and any Subcontractor**. The place of performance includes any facility that may be utilized during the term of the proposed Contract. If the place of performance is a State facility, the Contractor must list the location of the office responsible for the performance. **DUNS numbers may vary by location. Please provide a DUNS number for each place of performance listed below.**

Place of Performance – Owner/Operator of facility to be used and full name and address including 9-digit zip code	Description of services to be performed at this location.	Percent (%) of Contract value to be performed at this location	Data Universal Number System (DUNS) #
Michigan Liquor Control Commission Constitution Hall 525 W. Allegan St. Lansing, MI 48933-1502	Project management, requirements, design, testing, training, implementation, post-implementation services	Estimate 30%	785744009
Deloitte Consulting LLP 1400 16th Street Denver, CO 80202-1470	Development, configuration, testing, post-implementation support services	Estimate 50%	002563455
Force by Design, Inc. 333 Albert Avenue Suite 600 East Lansing, MI 48823	Requirements, training	Estimate 20%	017289046

22.003 Extended Purchasing Program

The Contractor must check one box below:

[X] Deliverable(s) will be supplied to the State and **MiDEAL Members** according to the terms and prices quoted, subject to Article 1, Section 1.605, MiDEAL Requirements.
[___] Deliverable(s) will not be supplied to **MiDEAL Members**.
[___] Deliverable(s) will be supplied to **State of Michigan employees**.
[___] Deliverable(s) will not be supplied to **State of Michigan employees**.
[___] Deliverable(s) will be supplied to **other states** (including governmental subdivisions and authorized entities).
[___] Deliverable(s) will not be supplied to **other states** (including governmental subdivisions and authorized entities).

Article 3 – Terms and Conditions

23.000 Terms and Conditions

23.001 Contract Terms and Conditions

This CUSTOM SOFTWARE DEVELOPMENT CONTRACT (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Deloitte Consulting LLP ("**Contractor**"), a Delaware Limited Liability Partnership. This Contract is for five years effective on June 29, 2015 ("**Effective Date**"), and unless earlier terminated, will expire on June 28, 2020 (the "**Term**").

This Contract may be renewed for up to five (5) additional one (1) year period(s) in increments of one(1) or any combination of years up to five (5). Renewal must be by written agreement of the parties, and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Definitions**. For purposes of this Contract, the following terms have the following meanings:

"**Acceptance**" has the meaning set forth in **Section 9.5**.

"**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 9** and the Statement of Work to determine whether any Software Deliverable meets the requirements of this Contract and the Specifications and Documentation.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by or is under common control of Contractor. The term "control" means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise.

"**Aggregate Software**" means the Software, as a whole, to be developed or otherwise provided under the Statement of Work. For avoidance of doubt, if the Statement of Work provides for a single Software Deliverable, such Software Deliverable also constitutes Aggregate Software.

"**Allegedly Infringing Materials**" has the meaning set forth in **Section 18.3(b)(ii)**.

"**Approved Open-Source Components**" means Open-Source Components that the State has approved to be included in or used in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

"**Approved Third-Party Materials**" means Third-Party Materials that the State has approved to be included in or for use in connection with any Software developed or provided under this Contract, and are specifically identified in the Statement of Work.

"**Background Technology**" means all Software, data, know-how, ideas, methodologies, specifications, and other technology in which Contractor owns such Intellectual Property Rights as are necessary for Contractor to grant the rights and licenses set forth in **Section 14.1**, and for the State (including its licensees, successors and assigns) to exercise such rights and licenses, without violating any right of any Third Party or any Law or incurring any payment obligation to any Third Party. Background Technology must: (a) be identified as Background Technology in the Statement of Work; and (b) have been developed or otherwise

acquired by Contractor prior to the date of the Statement of Work, or have been developed by Contractor outside of its performance under the Statement of Work. Background Technology will also include any general consulting tool or methodology created by Contractor, which will not be required to be identified in the Statement of Work.

"**Business Day**" means a day other than a Saturday, Sunday or State holiday.

"**Business and Technical Requirements Specifications**" means the specifications setting forth the State's business requirements and technical specifications regarding the features and functionality of the Software, as set forth in the Statement of Work.

"**Change**" has the meaning set forth in **Section 2.3**.

"**Change Notice**" has the meaning set forth in **Section 2.3(b)**.

"**Change Proposal**" has the meaning set forth in **Section 2.3(a)**.

"**Change Request**" has the meaning set forth in **Section 2.3**.

"**Confidential Information**" has the meaning set forth in **Section 22.1**.

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the RFP.

"**Contractor Personnel**" means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services or providing Work Product under this Contract.

"**Deliverables**" means all Software Deliverables and all other documents, Work Product, and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

"**Derivative Work**" means any modification, addition, upgrade, update, or improvement of the Software and any other work constituting a derivative work under the United States Copyright Act, 17 U.S.C. Section 101, *et seq.*

"**Dispute Resolution Procedure**" means the procedure for resolving disputes under this Contract as set forth in **Section 29**.

"**Documentation**" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents and materials, in any form or media, that describe the functionality,

installation, testing, operation, use, maintenance, support and technical and other components, features and requirements of any Software.

"**DTMB**" means the Michigan Department of Technology, Management and Budget.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" has the meaning set forth in **Section 11.1**

"Financial Audit Period" has the meaning set forth in **Section 27.1**.

"**Force Majeure**" has the meaning set forth in **Section 30.8**.

"**Harmful Code**" means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive the State of its lawful right to use such Software.

"**HIPAA**" has the meaning set forth in **Section 21.1**.

"**Implementation Plan**" means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including the Milestones and Milestone Dates.

"**Initial Statement of Work**" means any unexecuted Statement of Work for Software development and related Services.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Intended Users**" means the users that are intended to use Software or particular features or functions of the Software, as described in the Specifications for such Software.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in the Statement of Work.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Maintenance and Support Schedule**" means the schedule attached as **Article 3, Section 3.002**, setting forth the Maintenance and Support Services, the Support Fees, and the parties' additional rights and obligations with respect to such services.

"**Maintenance and Support Services**" means the Software maintenance and support services the Contractor is required to or otherwise does provide under this Contract as set forth in the Maintenance and Support Schedule.

"**Milestone**" means an event or task described in the Implementation Plan under the Statement of Work that must be completed by the corresponding Milestone Date.

"**Milestone Date**" means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

"**Non-Conformity**" means any failure of any: (a) Software or Documentation to materially conform to the requirements of this Contract (including the Statement of Work) or (b) Software to materially conform to the requirements of this Contract or the Specifications or Documentation.

"**Notice of Recommendation Date**" means the date that the Contractor was formally awarded the Contract.

"**Object Code**" means computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and useable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"**Open-Source Components**" means any software component that is subject to any open-source copyright license contract, including any GNU General Public License or GNU Library or Lesser Public License, or other license contract that substantially conforms to the Open Source Initiative's definition of "open source" or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

"**Open-Source License**" has the meaning set forth in **Section 3.3**.

"**Operating Environment**" means, collectively, the Salesforce.com platform and environment on, in, or under which Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

"**Permitted Subcontractor**" has the meaning set forth in **Section 5.5**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Project Manager**" are the individuals appointed by each party to monitor and coordinate the day-to-day activities of this Contract. The State's Project Managers will issue the State's notice of Acceptance for all Software Deliverables and Aggregate Software. Each party's Project Manager(s) will be identified in the Statement of Work.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors, and Permitted Subcontractors.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"Security Breach Indemnity Cap" has the meaning set forth in **Section 21.5**.

"**Services**" means any of the services Contractor is required to or otherwise does provide under this Contract or the Statement of Work, as more fully described in this Contract or the Statement of Work.

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery and installation of any Software.

"**Software**" means the computer program(s), including programming tools, scripts and routines, the Contractor is required to or otherwise does develop or otherwise provide under this Contract, as described more fully in the Statement of Work, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications made or provided under the Maintenance and Support Services. As context dictates, Software may refer to one or more Software Deliverables or Aggregate Software.

"**Software Deliverable**" means any Software, together with its Documentation, required to be delivered as a Milestone as set forth in the Implementation Plan for such Software.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which such Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, operate, support, maintain and develop modifications, upgrades, updates, enhancements, improvements and new versions of, and to develop computer programs compatible with, such Software.

"**Specifications**" means, for any Software, the specifications collectively set forth in the final Statement of Work.

"**State**" means the State of Michigan.

"**State Data**" has the meaning set forth in **Section 21.1**.

"**State Materials**" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract, whether or not the same: (a) are owned by the State, a Third Party or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

"**State Resources**" has the meaning set forth in **Section 6.1**.

"**Statement of Work**" means any final statement of work executed by the parties and attached as a schedule to this Contract through either the initial Contract or via the Contract Change Notice process.

"**Stop Work Order"** has the meaning set forth in **Section 16**.

"**Support Fees**" means the fees, if any, payable by the State for Maintenance and Support Services as set forth in the Maintenance and Support Schedule.

"**Support Commencement Date**" means, with respect to any Software, the date on which the Warranty Period for such Software expires or such other date as may be set forth in the Maintenance and Support Schedule.

"**Term**" has the meaning set forth in the preamble**.**

"**Testing Period**" has the meaning set forth in **Section 9.1**.

"**Third Party**" means any Person other than the State or Contractor.

"**Third-Party Materials**" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, in which any Person other than the State or Contractor owns any Intellectual Property Right, but excluding Open-Source Components.

"**Transition Period**" has the meaning set forth in **Section 15.4**.

"**Transition Responsibilities**" has the meaning set forth in **Section 15.4**.

"**Unauthorized Removal**" has the meaning set forth in **Section 5.4(b)**.

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 5.4(c)**.

"**Warranty Period**" means, unless otherwise specified in the final Statement of Work, for any Software, the forty-five (45) calendar-day period commencing (a) in the case of Aggregate Software, upon the State's Acceptance; and (b) in the case of any updates, upgrades, new versions, new releases, enhancements and other modifications to previously-Accepted Aggregate Software, upon the State's receipt of such modification.

"**Work Product**" means all Software, Documentation, Specifications, and other documents, work product and related materials, that Contractor is required to, or otherwise does, create for the State under this Contract.

2. Statements of Work. Contractor must provide Services and Deliverables under a final Statement of Work attached as a schedule to this Contract. A Statement of Work will not be effective unless signed by each parties' Contract Administrator. Contractor agrees that prompt and timely performance of all such obligations in accordance with a final Statement of Work (including the Implementation Plan and all Milestone Dates) is required.

2.1 Initial Statement of Work. For each individual project contracted for under this Contract, Contractor will deliver to the State a proposed Initial Statement of Work, which shall be in substantially the same form as Article 1 and Exhibits 1 through 6. The State shall review and, in its discretion, approve or raise objections to

Contractor's Initial Statement of Work. If the State raises any such objections, the parties shall negotiate in good faith to amend the Initial Statement of Work, provided that:

to the extent an Initial Statement of Work does not comply substantially to Article 1 and Exhibits 1 through 6, it shall be amended to so comply; and

either party may terminate negotiations if the parties fail to agree on a final Statement of Work within thirty (30) calendar days of the Contractor' delivery of the Initial Statement of Work, or such longer period as the parties mutually agree upon.

2.2 Final Statement of Work. Upon the parties' agreement to the Initial Statement of Work, each party shall cause the same to be signed by its Contract Administrator. Upon its mutual execution, the Initial Statement of Work will become final, and will be attached as a schedule and form a part of this Contract.

2.3 Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to a Statement of Work, including changes to the Services, Work Product, Implementation Plan, or any Specifications (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2**.

As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, or such longer period as the parties mutually agree in writing, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

(i) a written description of the proposed Changes to any Services, Work Product, or Deliverables;

(ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services, Work Product, or Deliverables; and (B) the effect of such Changes, if any, on completing any other Services or Work Product under the Statement of Work;

(iii) any additional Third-Party Materials, Open-Source Components, and State Resources Contractor deems necessary to carry out such Changes; and

(iv) any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

Within fifteen (15) Business Days, unless the parties agree to a longer period, following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by each party's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, either party may initiate a Dispute Resolution Procedure. If the parties fail to enter into a Change Notice even after completion of the Dispute Resolution Procedure, the State may, in its discretion:

(v) require Contractor to perform the Services under the Statement of Work without the Change;

(vi) require Contractor to continue to negotiate a Change Notice; or

(vii) notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract under **Section 15.2**.

No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its reasonable efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services as described in this Contract are considered part of the Services and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Non-Conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Maintenance and Support Services under this Contract.

Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. Within a reasonable time period, the State will respond in writing to such request and either: (i) accept the Change Request; (ii) reject the Change Request; or (iii) propose its own Change Request pursuant to the process described above. If the parties agree on carrying out a change requested by Contractor, a written Change Notice must be executed by both parties prior to Contractor's commencement of any changes.

2.4 Additional State Projects. An additional State Agency requesting services under this Contract will issue a proposed Statement of Work through DTMB-Procurement for a new Salesforce.com implementation and/or integration services request from Contractor. Contractor may provide an Initial Statement of Work proposal to DTMB-Procurement, including pricing, in response to the Agency's proposed Statement of Work. Contractor's Initial Statement of Work will be evaluated and negotiated in accordance with **Section 2.1** above. The resulting final Statement of Work will be added as a sequentially numbered schedule to this Contract, and will be identified as a Contract Change Notice, which must be executed by both parties' Contract Administrators.

3. Software. Contractor will design, develop, create, test, deliver, install, configure, integrate, customize and otherwise provide and make fully operational Software as described in the Statement of Work.

3.1 Delivery of Software. Contractor will provide all Software to the State in both Object Code and Source Code form, unless otherwise specified in the Statement of Work.

3.2 Third-Party Materials.

Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require, any Third-Party Materials, other than Approved Third-Party Materials, which must be specifically approved by the State and identified and described in the Statement of Work, and will be licensed to the State in accordance with **Section 14.3**. For purposes of this Section, Third Party Materials do not include any State Materials.

Contractor must secure, unless otherwise agreed to in the Statement of Work, at its sole cost and expense, all necessary rights, licenses, consents, approvals, and authorizations necessary for the State to use, perpetually and throughout the universe, all Approved Third-Party Materials as incorporated in or otherwise used in conjunction with Software as specified in the Statement of Work or elsewhere in this Contract.

3.3 Open-Source Components. Contractor will not include in any Software, and operation of all Software in accordance with its Specifications and Documentation will not require the use of, any Open-Source Components, other than Approved Open-Source Components, which must be specifically approved by the State and identified and described in the Statement of Work, and for which the relevant open-source license(s) (each, an "**Open-Source License**") are attached as exhibits to the Statement of Work. Contractor will provide the State with links to Source Code for Approved Open-Source Components in accordance with the terms of the Open-Source License(s) at no cost to the State.

4. Documentation. Prior to or concurrently with the delivery of any Software, or by such earlier or other date as may be specified in the Implementation Plan for such Software, Contractor will provide the State with complete and accurate Documentation for such Software. Where the Statement of Work requires or permits delivery of Software in two or more phases, Contractor will also provide the State with integrated Documentation for the Aggregate Software upon its delivery.

4.1 Adequacy of Documentation. All Documentation must include all such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the applicable Software by the Intended User, including the effective configuration, integration, and systems administration of the Software and performance of all other functions set forth in the Specifications.

4.2 Documentation Specifications. Contractor will provide all Documentation in both hard copy and electronic form, in such formats and media as are set forth in the Statement of Work, or as the State may otherwise reasonably request in writing.

4.3 Third-Party Documentation. Other than Documentation for Approved Third-Party Materials and Approved Open-Source Components, no Documentation will consist of or include Third-Party Materials. To the extent Documentation consists of or includes Third-Party Materials, Contractor must secure, at its sole cost and expense, all rights, licenses, consents, approvals and authorizations specified in **Section 14.3** with respect to Approved Third-Party Materials.

5. Performance of Services.

5.1 State 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

To the extent that Contractor has access to the State's 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. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

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

5.2 Contractor Personnel.

Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

Prior to any Contractor Personnel performing any Services, Contractor will:

(i) ensure that such Contractor Personnel have the legal right to work in the United States;

(ii) require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract and Intellectual Property Rights provisions that grant the State rights in the Work Product consistent with the provisions of **Section 13.1** and, upon the State's request, provide the State with a copy of each such executed Contract; and

(iii) if requested by the State, and at Contractor's sole cost and expense, conduct background checks on such Contractor Personnel, which background checks must comprise, at a minimum, a review of credit history, references and criminal record, in accordance with applicable Law.

Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

The State reserves the right to require the removal of any 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. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

5.3 Contractor's Project Manager. Throughout the Term of the Statement of Work, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager. Contractor's Project Manager will be identified in the Statement of Work.

Contractor's Project Manager must:

(i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

(ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and

(iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

Contractor's Project Manager, or his/her designees, must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

Contractor will maintain the same Project Manager throughout the Term of the Statement of Work, unless:

(iv) the State requests in writing the removal of Contractor's Project Manager;

(v) the State consents in writing to any removal requested by Contractor in writing;

(vi) Contractor's Project Manager leaves the project for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation; or

(vii) Contractor's Project Manager leaves the project due to a for cause termination of employment, or the promotion or transfer of the Project Manager, provided that such transfer or promotion occurs after twelve (12) months from the effective date of the final Statement of Work, and Contractor identifies a replacement approved by the State in advance and assigns the replacement to shadow the Project Manager for a period of at least thirty (30) calendar days.

Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 5.3(c)**. Such replacement will be subject to the State's prior written approval.

5.4 Contractor's Key Personnel.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

Contractor will not remove any Key Personnel from their assigned roles on the Statement of Work 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**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, due to a for cause termination of the Key Personnel's employment, or the promotion or transfer of the Key Personnel, provided that such transfer or promotion occurs after twelve (12) months from the effective date of the final Statement of Work and Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who has been promoted or transferred for a period of at least 30 calendar, unless otherwise specified in the Statement of Work. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 15.1**.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this 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 15.1**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):

(i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be $15,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the $15,000.00 credit specified above, Contractor will credit the State $633.33 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $15000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed $30,000.00 per individual.

(iii) Contractor's aggregate liability for all Unauthorized Removal Credits assessed under the Statement of Work shall not exceed $250,000, which will be the State's exclusive monetary remedy for Unauthorized Removals.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection (c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.

5.5 Subcontractors. With the exception of Contractor's Affiliates, Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services (including to create any Work Product). The State's approval of any such Third Party (each Affiliate or approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or creating Work Product, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

name the State a third party beneficiary under Contractor's contract with each Permitted Subcontractor with respect to the Services and Work Product;

be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

prior to the provision of Services or creation of Work Product by any Permitted Subcontractor:

(i) obtain from such Permitted Subcontractor confidentiality, work-for-hire and intellectual property rights assignment agreements, in form and substance acceptable by the State, not to be unreasonably withheld, giving the State rights consistent with those set forth in **Section 13.1** and **Section 21** and, upon request, provide the State with a fully-executed copy of each such contract; and

(ii) with respect to all Permitted Subcontractor employees providing Services or Work Product, comply with its obligations under **Section 5.2(b)**.

6. State Obligations.

6.1 State Resources and Access. The State is responsible for:

providing the State Materials, including State personnel, and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and

providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

6.2 State Project Manager. Throughout the Term of this Contract, the State will maintain two State employees to serve as the State's Project Managers under this Contract. The State's Project Managers will be identified in the Statement of Work.

The State's Project Managers will:

(i) be responsible for overall management and supervision of the State's performance under this Contract;

(ii) be Contractor's primary point of contact for communications with respect to this Contract, including with respect to providing and receiving all day-to-day approvals and consents; and

(iii) issue the State's notice of Acceptance for all Software Deliverables and Aggregate Software.

The State's Project Managers, or their designees, will attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in the Statement of Work.

7. Pre-Delivery Testing.

7.1 Testing By Contractor. Before delivering and installing any Software Deliverable, Contractor must:

test the Software component of such Software Deliverable to confirm that it is fully operable, meets all material Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

scan such Software Deliverable using industry standard scanning software and definitions to confirm it is free of Harmful Code;

remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software Deliverable; and

prepare, test and, as necessary, revise the Documentation component of the Software Deliverable to confirm it is complete and accurate and conforms to all requirements of this Contract.

7.2 State Participation. The State has the right to be present for all pre-installation testing. Contractor must give the State at least fifteen (15) calendar days' prior notice of all such testing.

8. Delivery and Installation.

8.1 Delivery. Contractor will deliver each Deliverable, and install all Software, on or prior to the applicable Milestone Date in accordance with the delivery criteria set forth in the Statement of Work. Contractor will deliver each Software Deliverable, including complete Documentation in compliance with **Section 4**, and the applicable Source Code. No Software Deliverable will be deemed to have been delivered or installed unless it complies with the preceding sentence.

8.2 Site Preparation. As specified in the Statement of Work, the State or Contractor will be responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install each Software Deliverable on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of each such Software Deliverable to give the State sufficient time to prepare for Contractor's delivery and installation of the Software Deliverable. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

8.3 Effect of State Delays. If, as a result of any material failure(either individually or in the aggregate) by the State to perform any of its obligations under **Section 6** on a timely basis under the Statement of Work, Contractor is unable to timely meet all or any remaining Milestones under the Statement of Work either at all or without incurring additional costs, Contractor may extend such Milestone Dates for up to the length of the State's delay in accordance with the following:

Contractor shall promptly notify the State in writing, proposing a revised Implementation Plan reflecting new Milestone Dates for each affected Milestone, which Milestone Dates may be extended by no longer than the length of the State's delay.

If the State disputes Contractor's right to extend Milestone Dates, or the extent of any proposed extension, the State shall promptly notify Contractor and the parties shall comply with the Dispute Resolution Procedure.

If the parties agree on a revised Implementation Plan reflecting new Milestone Dates, such revision shall be set forth in a Change Notice executed by both parties.

Notwithstanding anything contained in this **Section 8.3**, Contractor shall use its commercially reasonable efforts to meet the Milestone Dates specified in the Statement of Work without any extension.

9. Acceptance Testing; Acceptance.

9.1 Acceptance Testing.

Upon installation of each Software Deliverable, Acceptance Tests will be conducted as set forth in this **Section 9.1** to ensure the Software Deliverable, including all Software and Documentation, conforms to the material requirements of this Contract, including the applicable Specifications and, in the case of the Software, the Documentation.

All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in the Statement of Work for the Software Deliverable, commence on the Business Day following installation of such Software Deliverable and be conducted diligently for up to thirty (30) Business Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

(i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

Contractor is solely responsible for all Contractor's costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

Upon delivery and installation of the Aggregate Software under the Statement of Work, additional Acceptance Tests will be performed on the Aggregate Software as a whole to ensure full operability, integration, and compatibility among all elements of the Aggregate Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in **Section 9.1**, **Section 9.3**, and **Section 9.4**.

The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software Deliverable or part or feature of such Software Deliverable that prevents testing from moving forward. In such event, Contractor will immediately, and in any case within ten (10) Business Days, correct such Non-Conformity (or proceed using a work around that has been authorized by the State in writing), whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.2 Notices of Completion, Non-Conformities, and Acceptance. Within fifteen (15) Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software Deliverables.

If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 9.3** and **Section 9.4**.

If such notice is provided by the State, is signed by both of the State's Project Managers, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software Deliverable or Aggregate Software.

If such notice is provided by Contractor and identifies no Non-Conformities, the State will have thirty (30) Business Days to use such Software Deliverable in the Operating Environment and determine, pursuant to the Specifications and Documentation, whether such Deliverable contains no Non-Conformities, on the completion of which the State will, as appropriate:

(i) notify Contractor in writing of Non-Conformities the State has observed in the Software Deliverable or, in the case of Integration Testing, Aggregate Software, and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 9.3** and **Section 9.4**; or

(ii) provide Contractor with a written notice of its Acceptance of such Software Deliverable or Aggregate Software, which must be signed by both of the State's Project Managers.

9.3 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software

Deliverables, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Business Days following, as applicable, Contractor's:

completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

receipt of the State's notice under **Section 9.1(a)** or **Section 9.2(c)(i)**, identifying any Non-Conformities.

9.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in any Software Deliverable after a second or subsequent delivery of such Software Deliverable, or Contractor fails to re-deliver the Software Deliverable on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

continue the process set forth in this **Section 9**;

accept the Software Deliverable as a nonconforming deliverable, in which case the Fees for such Software Deliverable will be reduced equitably to reflect the value of the Software Deliverable as received relative to the value of the Software Deliverable had it conformed; such partial acceptance shall be administered through a Change Notice; or

deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 15.1**.

9.5 Acceptance. Acceptance ("**Acceptance**") of each Software Deliverable (subject, where applicable, to the State's right to Integration Testing) and Aggregate Software will occur on the date that is the earliest of:

the State's delivery of a notice accepting such Software Deliverable under **Section 9.2(b)**, or **Section 9.2(c)(ii)**;

solely if the State is responsible for performing such Acceptance Tests or Integration Testing, five (5) Business Days, or other period as agreed in the applicable Statement of Work (but not less than five (5) Business Days) after expiration of the Testing Period if the State has not notified Contractor of one or more Non-Conformities prior to such date; or

solely if Contractor is responsible for performing such Acceptance Tests or Integration Tests, the number of days specified in **Section 9.2(c)** after the State receives Contractor's Notice of Completion, if the State fails to respond to such Notice of Completion prior to such date.

10. Training; Maintenance and Support.

10.1 Training. With respect to all Software, Contractor will provide the State with training as set forth in the Statement of Work. All training set forth in the Statement of Work will be provided at the Fees set forth in the Statement of Work, it being acknowledged and agreed that the development and other Fees include full consideration for such services. The State may request, and if so requested, Contractor must provide on a timely basis, additional training at the rates specified in the Pricing Schedule set forth in **Exhibit 2**.

10.2 Maintenance and Support. With respect to all Software, Contractor will provide the State with the Maintenance and Support Services set forth in **Article 3, Section 3.002**. Such Maintenance and Support Services will be provided:

free of charge, during the Warranty Period, it being acknowledged and agreed by the parties that the development and other Fees include full consideration for such Services during such period; and

thereafter, for so long as the State elects to receive Support and Maintenance Services for such Software, in consideration of the State's payment of the Support Fees as determined in accordance with the rates set forth in the Maintenance and Support Schedule.

11. Fees.

11.1 Fees. Subject to all terms and conditions set forth in this **Section 11** and Contractor's performance of Services in accordance with the Statement of Work and the State's Acceptance of the applicable Deliverables, the State will pay the fees set forth in the Statement of Work ("**Fees**"). All such Fees will be determined in accordance with the fees, billing rates, and discounts ("**Pricing**") set forth in **Exhibit 2** (the "**Pricing Schedule**").

11.2 Firm Pricing. The Pricing set forth in the Pricing Schedule is firm and may not be modified during the Term of the Statement of Work.

12. Invoices and Payment.

12.1 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in hard copy or electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

clearly identify the Contract to which it relates, in such manner as is required by the State;

list each Fee item separately;

include sufficient detail as reasonably requested by the State for each line item to enable the State to satisfy its accounting and charge-back requirements;

for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates; and

include such other information as may be required by the State as set forth in the Statement of Work.

12.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, *et seq*., within forty-five (45) calendar days after receipt, provided that the invoice was properly rendered. . In addition and cumulative to all other remedies in law, at equity and under this Contract, if Contractor is in material default of its performance or

other obligations under this Contract and fails to cure the default within fifteen (15) calendar days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Contract, elect to withhold from the payments due to Contractor under this Contract for the fees with respect to the particular Deliverables or Services giving rise to the default during the period beginning with the sixteenth (16th) calendar day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured,, a proportion of such fees that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Services that Contractor is not providing; , provided that the State:

timely pays all amounts not subject to dispute;

notifies Contractor of the dispute prior to the due date, specifying in such notice (i) the amount in dispute, and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

works with Contractor to resolve the dispute promptly through the Dispute Resolution Procedure; and

promptly pays any amount determined to be due by resolution of the dispute.

Contractor shall continue performing its obligations in accordance with the Statement of Work notwithstanding any such dispute or actual or alleged nonpayment that is the subject of the dispute, pending its resolution.

12.3 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

12.4 Right of Set Off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under the Statement of Work.

12.5 Payment Does Not Imply Acceptance. The making of any payment by the State, or Contractor's receipt of payment, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's acceptance of any Services or Deliverables or the waiver of any warranties or requirements of this Contract.

13. Intellectual Property Rights.

13.1 State Ownership of Work Product. Except as set forth in **Section 13.3**, or as mandated by federal law if federal funds will be used to pay Fees under the Statement of Work, the State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, including all Intellectual Property Rights. In furtherance of the foregoing, subject to **Section 13.3**:

Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

to the extent any Work Product or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights; and

(ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

13.2 Further Actions. Contractor will, and will cause the Contractor Personnel to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by the State to effectuate any of the provisions or purposes of **Section 13.1**, or otherwise as may be necessary or useful for the State to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein.

13.3 Background Technology, Approved Third-Party Materials, and Open-Source Components.

Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology or any enhancements or modifications made to such Background Technology, including all Intellectual Property Rights therein, subject to the license granted in **Section 14.1**.

Ownership of all Approved Third-Party Materials, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to any express licenses or sublicenses granted to the State under this Contract.

Ownership of all Open-Source Components, and all Intellectual Property Rights therein, is and will remain with its respective owners, subject to the State's rights under the applicable Open-Source Licenses.

13.4 State Materials. The State will remain the sole and exclusive owners of all right, title, and interest in and to State Materials, including all Intellectual Property Rights therein. Contractor will have no right or license to, and will not, use any State Materials except solely during the Term of this Contract for which they are provided to the extent necessary to perform the Services and provide the Work Product to the State. All other rights in and to the State Materials are expressly reserved by the State.

14. Licenses.

14.1 Background Technology License. Contractor hereby grants to the State such rights and licenses with respect to the Background Technology that will allow the State to use and otherwise exploit perpetually throughout the universe for its business uses the Work Product, without incurring any fees or costs to Contractor (other than the Fees set forth under this Contract) or any other Person in respect of the Background Technology. In furtherance of the foregoing, such rights and licenses will:

be non-exclusive, non-transferrable, non-sublicensable, irrevocable, perpetual, fully paid-up and royalty-free;

include the rights for State contractors to use the Background Technology for the State's business uses; and

include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create Derivative Works of, import, make, and have made, the Background Technology, including all such modifications, improvements and Derivative Works thereof, solely as part of, or as necessary to use the Work Product.

14.2 State Materials. The State hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to State Materials solely as necessary to incorporate such State Materials into, or otherwise use such State Materials in connection with creating, the Work Product. The term of such license will commence upon the State's delivery of the State Materials to Contractor, and will terminate upon the State's acceptance or rejection of the Work Product to which the State Materials relate. Subject to the foregoing license, the State reserves all rights in the State Materials. All State Materials are considered Confidential Information of the State.

14.3 Approved Third-Party Materials.

Prior to the delivery date for any Deliverables under the Statement of Work, and except for any Approved Third-Party Materials specified in the Statement of Work as to be procured directly by the State, Contractor will secure for the State, at Contractor's sole cost and expense, such rights, licenses, consents and approvals for any Approved Third-Party Materials, that will allow the State to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Deliverables, without incurring any fees or costs to any Third-Party (other than the Fees set forth under this Contract) in respect of the Approved Third-Party Materials.

All royalties, license fees, or other consideration payable in respect of such licenses are included in the Fees specified in the Statement of Work. Any additional amounts will be the sole responsibility of Contractor.

14.4 Open-Source Components. Any use of the Open-Source Components by the State will be governed by, and subject to, the terms and conditions of the applicable Open-Source Licenses.

15. Termination, Expiration, Transition.

15.1 State Termination for Cause.

The State may terminate this Contract, the Maintenance and Support Services and the Statement of Work, for cause, in whole or in part, effective upon written notice to the Contractor, if Contractor materially breaches this Contract, Maintenance and Support Services or the Statement of Work, and such breach:

(i) is incapable of cure;
(ii) is a repeated breach; or
(iii) being capable of cure, remains uncured for thirty (30) calendar days after the Contractor receives written notice thereof.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material

The State may terminate this Contract, the Maintenance and Support Services, or the Statement of Work for cause, in whole or in part, effective upon written notice to the Contractor if Contractor: (i) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor.

If the State terminates this Contract under this **Section 15.1**, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately, if the State terminates under subsections (a)(i), (a)(ii), or (b) above, (ii) cease performance if the breach is not cured within thirty (30) calendar days, if the State is terminating under subsection (a)(iii), or (iii) continue to perform for a specified period not to exceed sixty (60) calendar days. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 15.2**.

The State will only pay for (i) amounts due to Contractor for Services and Deliverables accepted by the State on or before the date Contractor is instructed to cease performance under subsection (c) above, (ii) any holdbacks retained by the State that are associated with already accepted Services and Deliverables, and (iii) work in process on a pro rata basis, provided that such work in process is not the reason for the State's termination. All costs owed to Contractor are subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources that would not have been incurred if Contractor had completed the Contract.

15.2 State Termination for Convenience. The State may terminate this Contract in whole or in part on thirty (30) calendar days' notice, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance at the end of the thirty (30) day notice, or (b) continue to perform in accordance with **Section 15.4**. If the State terminates this Contract for convenience, the State will pay for all (a) accepted Services and Deliverables, (b) work in process on a pro rata basis, (c) any holdbacks retained by the State that are associated with already accepted Services and Deliverables, and (d) all reasonable costs for State approved Transition Responsibilities. Notwithstanding the foregoing, if the State terminates this Contract for non-appropriation, the State will pay the Contractor for the above costs only to the extent funds allocated to the Statement of Work are available.

15.3 Termination by Contractor. If the State breaches a material provision of this Contract, then the Contractor will provide the State with written notice of the breach and a time period (not less than thirty (30) calendar days) to cure the breach. 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 material breach within the time period specified in a written notice of breach.

15.4 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed sixty (60) calendar days)(the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly

transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates (on a fixed price or time and material basis, depending on the Services provided); (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Materials and State Data; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination or expiration date, provided Contractor has received full payment for such Deliverable; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). This Contract is automatically extended through the end of the Transition Period.

15.5 Effect of Expiration or Termination.

Upon termination or expiration of this Contract for any reason:

(i) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 15.4**.

(ii) All licenses granted to Contractor in the State Materials and State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Materials and State Data not required by Contractor for its Transition Responsibilities, if any.

(iii) Contractor will (A) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information, subject to Section 22.5 (B) permanently erase the State's Confidential Information from its computer systems and (C) certify in writing to the State that it has complied with the requirements of this **Section 15.5(a)(iii)**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

No expiration or termination of this Contract will affect the State's rights in any of the Deliverables that have already been paid for by the State.

15.6 Survival. This **Section 15** survives termination or expiration of this Contract.

16. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to thirty (30) calendar days at no additional cost to the State. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). Contractor must comply with the Stop Work Order upon receipt. Within thirty (30) calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Statement of Work. The parties will agree upon an equitable adjustment through the Change Control Process under **Section 2.3** to (i) extend the Milestone Dates under the Statement of Work, and (ii) adjust Contractor Personnel staffing requirements**,** if as a result of the Stop Work Order, Contractor is unable to timely meet all or any remaining Milestones under the Statement of Work or its staffing of the project is affected by such Stop Work Order. Notwithstanding anything contained in this **Section 16**, Contractor shall use its commercially reasonable efforts to meet the Milestone Dates specified in the Statement of Work without any extension.

17. Contractor Representations and Warranties.

17.1 Authority. Contractor represents and warrants to the State that:

It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

17.2 Bid Response. Contractor represents and warrants to the State that:

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 to the RFP; 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;

All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, 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; and

Contractor 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 within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

17.3 Software and Service**.** Contractor represents and warrants to the State that:

It will perform all Services in a professional and workmanlike manner in accordance with industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract;

It is in compliance with, and will perform all Services in compliance with, all applicable Law;

The State will receive good and valid title to the Software, free and clear of all encumbrances and liens of any kind;

When delivered and installed by Contractor, the Software will not contain any Harmful Code;

The Software will not contain, or operate in such a way that it is compiled with or linked to, any Open-Source Components other than Approved Open-Source Components;

The Software, including all updates, upgrades, new versions, new releases, enhancements, improvements and other modifications thereof, but excluding components comprising State Materials, Approved Third-Party Materials, and Open-Source Components, is or will be the original creation of Contractor, and Contractor has all rights or licenses needed to grant the rights and licenses provided by Contractor under this Contract;

As delivered, installed, specified, or approved by Contractor and used by the State or any Third Party authorized by the State, the Software: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable Laws; and

No expiration or loss of any patent or application for patent rights in the Software is pending, or, to Contractor's knowledge after reasonable inquiry, threatened or reasonably foreseeable, and Contractor has no reason to believe that any claims of any such patent or patent application are or will be invalid, unenforceable, fail to issue, or be materially limited or restricted beyond the current claims, except for patent rights expiring at the end of their statutory term.

Contractor is a global strategic partner of Salesforce.com, and has certified Salesforce.com practitioners to implement the Software and Services on and in the Operating Environment.

17.4 Performance Warranty and Limited Remedy.

Contractor warrants that during the Warranty Period:

(i) all Software will be, and as installed in the Operating Environment (or any successor thereto) and used in accordance with the Documentation will function in all respects, in material conformity with this Contract and the Specifications and Documentation; and

(ii) any media on which any Software Deliverable is delivered will be free of damage or defect in design, material, and workmanship, and will remain so under ordinary use as contemplated by this Contract and the Specifications and, with respect to the Software component, the Documentation.

If the Contractor breaches any of the warranties set forth in **Section 17.4(a)** Contractor will, upon written notice from the State and at Contractor's sole cost and expense, remedy such breach in accordance with the Maintenance and Support Terms and Conditions or Statement of Work, as applicable, including the time periods set forth in such document. In the event Contractor fails to remedy such breach on a timely basis, the State will be entitled to such remedies as are specified in the Maintenance and Support Terms and Conditions or as may otherwise be available under this Contract, at law or in equity for breach of its Maintenance and Support obligations. Nothing in this **Section 17.4(b)** limits the State's right to indemnification under **Section 18.1**.

17.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

17.6 State hereby represents and warrants that it has all necessary right and title to all State Material to allow Contractor to perform its Services hereunder.

18. Indemnification.

18.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all losses, liabilities, damages, reasonable costs, reasonable attorney fees, and expenses (including those required to establish the right to indemnification), to the extent arising out third party claims or actions of or relating to: (a) any infringement, misappropriation, or other violation of any Intellectual Property Right of any Third Party in connection with any Service or Deliverable provided under the Statement of Work; and (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to negligent or more culpable action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable.

18.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 17.6**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

18.3 Infringement Remedies.

The remedies set forth in this **Section 18.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.

If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

(i) procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

If neither of the foregoing is possible notwithstanding Contractor's commercially reasonable efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will refund to the State all amounts paid by the State in respect of such Allegedly Infringing Materials and any other aspects of the Aggregate Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

If Contractor directs the State to cease using any Software under **Section 18.3(c)**, the State may terminate this Contract for cause under **Section 15.1**.

Contractor will have no liability for any claim of infringement arising solely from:

(iii) Use of the Software for other than its intended use, as reflected in the Statement of Work or Documentation;

(iv) Contractor's compliance with any designs, specifications, or instructions of the State;

(v) Modification of the Software by the State without the prior knowledge and approval of Contractor; or

(vi) Failure to use modifications or enhancements made available at no cost to the State by Contractor, provided Contractor has given the State written notice of such modification or enhancement, and such modification or enhancement will not degrade the Software performance,

unless the claim arose against the Software independently of any of the above specified actions.

19. Liquidated Damages.

The parties agree that any delay or failure by Contractor to timely perform its obligations in accordance with the Implementation Plan and Milestone Dates agreed to by the parties may interfere with the proper and timely implementation of the Software, to the loss and damage of the State. Further, the State may incur costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance will be described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

The assessment of liquidated damages will not constitute a waiver or release of any other non-monetary remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under **Section 15.1**, but will constitute the sole monetary remedy for the relevant breach by Contractor, and the State will be entitled in its discretion to either seek to recover actual damages caused by Contractor's failure to perform its obligations under this Contract or to assess liquidated damages, in an instance where the breach gives rise to a liquidated damages remedy hereunder.

Amounts due the State as liquidated damages under a Statement of Work may be set off against any Fees payable to Contractor under such Statement of Work or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

Contractor's liability for liquidated damages assessed under the applicable Statement of Work shall not exceed 10% of the amount of the Fees for the particular Deliverable that is subject to the liquidated damages claim.

20. Damages Disclaimers and Limitations.

Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT OR A STATEMENT OF WORK HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT OR A STATEMENT OF WORK, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE STATEMENT OF WORK.

Exceptions. Subsections (a) (Disclaimer of Damages) and (b) (Limitation of Liability) above, shall not apply to:

(i) Contractor's obligation to indemnify under **Section 18.1** of this Contract**;**
(ii) Contractor's obligations under **Section 21.5** of this Contract (Compromise of State Data), subject to the Security Breach Indemnity Cap; and
(iii) damages arising from either party's recklessness, bad faith, or intentional misconduct.

21. State Data.

21.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Services; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and including 45 C.F.R. Part 160, Part 162 and Part 164 and any other regulations promulgated thereunder, all as of the effective date of this Contract ("**HIPAA**"). State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 21.1** survives termination or expiration of this Contract.

21.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in confidence, using such degree of care as is consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 21.2** survives termination or expiration of this Contract.

21.3 Extraction of State Data. Contractor must, within three (3) Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in the format specified by the State.

21.4 Backup and Recovery of State Data. Contractor's backup and recovery obligations will be set forth in the Statement of Work.

21.5 Compromise of State Data. In the event of any Contractor act, error or omission, negligence, misconduct, or breach by Contractor that compromises the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data in possession or control of Contractor, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than within one (1) business day of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (15) calendar days after the State provides contact information to Contractor of the affected individuals; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, offer third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) reimburse the State for all reasonable costs incurred by the State in the investigation and remediation of such occurrence, including but not limited to all legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the occurrence; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all third party claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the Contractor's breach of this section; and (h) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to reduce the risk a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a

description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery by giving Contractor written notice that it elects to review such notice. Notwithstanding anything to the contrary set forth in this Section or any other provision of this Contract, the aggregate liability of Contractor for damages under this Section shall not exceed the greater of One Million Dollars ($1,000,000.00) or the maximum amount of Fees specified in the applicable Statement of Work (the "**Security Breach Indemnity Cap**"). This **Section 21.5** survives termination or expiration of this Contract for so long as Contractor has possession, custody or control of State data.

22. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 22** survives termination or expiration of this Contract.

22.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a)subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence; (d) as permitted under the Statement of Work; and (e) as required by law, regulation or court order, provided that to the extent a receiving party is required to disclose confidential information pursuant to this subsection, the receiving party shall provide the furnishing party with notice of the legal request within one (1) Business Day of receipt, and assist the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party. At the State's

request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 22.2**.

22.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party promptly in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate this **Section 22**. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

22.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

22.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. If Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and certify the same in writing within five (5) calendar days from the date of termination to the other party. Notwithstanding anything herein to the contrary, Contractor shall have the right to retain copies of non-State Data Confidential Information, and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of such Confidential Information to the extent necessary to evidence performance of the Services, provided that Contractor retains such copies in accordance with its confidentiality obligations hereunder.

23. Data Privacy and Information Security.

23.1 Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including appropriate physical, technical, administrative, and organizational safeguards, that is reasonably designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or confidentiality of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Representatives comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

23.2 Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

23.3 Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

23.4 State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 23**.

24. HIPAA Compliance. If the Contractor will have access to personal health information (PHI), which will be specified in the final Statement of Work, the State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

25. Payment Card Industry Data Security Standard. If the Contractor processes, transmits, or stores credit/debit cardholder data on behalf of the State, which will be specified in the Statement of Work, it must: (a) treat cardholder data as confidential, including after Contract termination or expiration; (b) adhere to the Payment Card Industry Data Security Standards (PCI DSS) and applicable DTMB policies; (c) notify the Contract Administrator, within twenty-four (24) hours of discovery, of all failures to comply with the PCI DSS, DTMB polices, or any breach in security where cardholder data has been compromised and (i) conduct a security review, (ii) obtain a forensic report validating compliance with the current PCI Data Security Standards, and (iii) provide the forensic report to the State within two weeks of completion; (d) provide the Contract Administrator with an annual Attestation of Compliance or a Report on Compliance; and (e) when no longer needed, properly dispose of cardholder data in compliance with the PCI DSS and DTMB policy. At the State's request, Contractor must provide full cooperation to the State, a PCI representative, or a State approved third party to conduct a security review. Contractor is responsible for all costs associated with a breach.

26. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check (ACH) transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS).

27. Records Maintenance, Inspection, Examination, and Audit.

27.1 Right of Audit. Upon written notice to Contractor, the State or its designee may audit Contractor to verify compliance with the Statement of Work. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Statement of Work (other than Contractor's internal costs to provide services) through the Term of the Statement of Work and for seven (7) years after the latter of termination, expiration, or final payment under the Statement of Work or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

27.2 Right of Inspection. Within ten (10) calendar days of providing written notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to the Statement of Work. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Statement of Work must be paid or refunded within forty-five (45) calendar days.

27.3 Application. This **Section 27** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

28. Insurance Requirements.

28.1 Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a Permitted Subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations	Contractor must have its policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $100,000 Each Accident $100,000 Each Employee by Disease $500,000 Aggregate Disease.	
Cyber Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have its policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
Minimal Limits: $2,000,000 Each Occurrence $2,000,000 Annual Aggregate	

28.2 If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits, subject to Contractor's limitation of liability under **Section 20(b)**. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

28.3 Contractor must: (a) provide insurance certificates to the State's Contract Administrator, containing the Contract number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that Permitted Subcontractors maintain the required insurances contained in this Section; (c) notify the State's Contract Administrator within ten (10) Business Days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

29. Dispute Resolution.

29.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 29**. The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager(s). The responding party's Project Manager(s) must respond in writing within five (5) Business Days. The initiating party has five (5) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within a total of fifteen (15) Business Days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

29.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond within fifteen (15) Business Days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This **Section 29** does not limit either party's right to terminate this Contract.

30. Miscellaneous.

30.1 Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Work Product is and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar Laws with respect to all Software and other Work Product. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Work Product, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

30.2 Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This **Section 30.2** applies to Contractor, any Affiliate, and any Permitted Subcontractor that Performs Services in connection with this Contract.

30.3 Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

30.4 Nondiscrimination. Under the Elliott-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., Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

30.5 Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

30.6 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

30.7 Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

30.8 Force Majeure. Neither party will be liable or responsible to the other party, nor will be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by:

acts of God;

flood, fire or explosion;

war, terrorism, invasion, riot, or other civil unrest;

embargoes or blockades in effect on or after the date of this Contract;

national or regional emergency; or

any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition.

(each of the foregoing, a "**Force Majeure**"), in each case, provided that: (i) such event is outside the reasonable control of the affected party; (ii) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (iii) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event.

30.9 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

30.10 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

30.11 Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

30.12 Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 30.12**):

If to Contractor: 200 Renaissance Center, Suite 3900
Detroit, MI 48243-1895
Email: sashah@deloitte.com
Attention: Sanjay Shah, Principal

If to State: 525 W. Allegan, 1st Floor
Lansing, MI 48933
Email: hatchd@michigan.gov
Attention: David Hatch, IT Buyer

Notices sent in accordance with this **Section 30.12** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) calendar day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

30.13 Headings. The headings in this Contract are for reference only and will not affect the interpretation of this Contract.

30.14 Entire Contract. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter of this Contract and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits, Schedules, and the Statement of Work; (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date.

30.15 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. However, Contractor may assign the Contract to an Affiliate so long as (a) Contractor provides the State thirty (30) days prior written notice of such assignment, (b) the Affiliate is adequately capitalized and can provide adequate assurances that the Affiliate can perform the Contract and applicable Statement of Work, and (c) a Change Notice will be executed by the parties if necessary under DTMB contracting policies. No delegation or other transfer will relieve Contractor of any of its obligations or performance under this Contract. Any purported assignment, delegation, or transfer in violation of this **Section 30.15** is void.

30.16 No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in this Contract, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

30.17 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by an authorized Representative of both parties. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

30.18 Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties must negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the greatest extent possible.

30.19 Equitable Relief. Each party acknowledges that a breach by a party of **Section 13** (Intellectual Property Rights; Ownership), **Section 21** (State Data), or **Section 22** (Confidential Information) may cause the non-breaching party immediate and irreparable harm, for which an award of damages would not be adequate compensation. Each party agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including in the form of orders for preliminary or permanent

injunction, specific performance, and any other relief that may be available from any court. Such remedies will not be deemed to be exclusive but may be in addition to all other remedies available under this Contract, at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

30.20 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same Contract. A signed copy of this Contract delivered by email or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

23.002 Maintenance and Support Services

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in Article 3, Section 3.002 shall have the respective meanings given to them in the Contract.

"**Contact List**" means a current list of Contractor contacts and telephone numbers set forth in the attached **Exhibit 6** to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

"**Error**" means any failure of the Software to operate in all material respects in accordance with the Specifications and, to the extent consistent with and not limiting of the Specifications, the Documentation, including any problem, failure or error referred to in the Service Level Table.

"Excused Cause" means any Force Majeure event or defect in any third party software or hardware (not including Salesforce.com or other AppExchange product) that Contractor has not provided or caused to be provided to the State.

"**First Line Support**" means the identification, diagnosis and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve the State's Support Requests reporting these Errors: (a) telephone and email assistance; and (b) access to technical information on the Contractor's website for proper use of the Software.

"**Contract**" means the Contract to which this Schedule relates.

"**Out-of-scope Services**" means any of the following: (a) any services requested by the State and performed by Contractor in connection with any apparent Software Error that the State and Contractor agree in writing has been caused by a State Cause; and (b) any Second Line Support requested by the State and provided by an individual requested by the State whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request, provided that an appropriately qualified or experienced individual was available at the time when the Second Line Support was sought.

"**Resolve**" and the correlative terms, "**Resolved**", "**Resolving**" and "**Resolution**" each have the meaning set forth in **Section 2.2** of this Schedule.

"**Schedule**" means Article 3, Section 3.002 to the Contract.

"**Second Line Support**" means the identification, diagnosis and correction of Errors by the provision of technical support by a qualified individual on the Contact List.

"**Service Credits**" means the service credits specified in **Section 5.1** of this Schedule.

"**Service Levels**" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in **Section 2.2** of this Schedule.

"**Severity Level 1 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 2 Error**" has the meaning set forth in the Service Level Table.

"**Severity Level 3 Error**" has the meaning set forth in the Service Level Table.

"**State Cause**" means any of the following causes of an Error or Service Level failure, except, in each case, any such causes resulting from any action or inaction that is authorized by this Schedule or the Contract, specified in the then-current Specifications or Documentation, or otherwise authorized in writing by Contractor: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software by or on behalf of the State or its other contractors; (b) any maintenance, update, improvement or other modification to or alteration of the Software to the extent made by the State or its other contractors; or (c) any use by or on behalf of the State or its other contractors of any Third-party Materials that Contractor has not provided or caused to be provided to the State; or (d) any failure by the State to perform its material obligations (either individually or in the aggregate) under this Contract, including, without limitation, those identified in Section 4.2 of this Schedule.

"**State Systems**" means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

"**Support Fees**" has the meaning set forth in **Section 3.1** of this Schedule.

"**Support Hours**" means 6 am – 6 pm Eastern Time Monday through Friday, excluding State holidays.

"**Support Period**" means the period of time beginning on the date the State has Accepted the Aggregate Software under the Contract and ending on the date the Contract expires or is terminated.

"**Support Request**" has the meaning set forth in **Section 4.1** of this Schedule.
"**Support Services**" means Contractor's support of the Software, including First Line Support and Second Line Support, but excluding any Out-of-scope Services.

"**Third-party Products**" means all third-party software, computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices that Contractor has not provided or caused to be provided to the State under the Contract.

2. Support Services. Contractor shall perform all First Line Support, Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section 2**.

2.1 Support Service Responsibilities. Contractor shall:
respond to and Resolve all Support Requests in accordance with the Service Levels;
provide Second Line Support to the State in accordance with **Section** 2.3 of this Schedule;
provide the State with online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
provide to the State all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. The measurement

period is one calendar month. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing (not to be unreasonably withheld, and the measurement period below shall not include State delays in such acceptance). Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error (such designations shall be reasonably based on the descriptions below, and the measurement period shall not include State delays in determining the designation), subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

2.3 Escalation to Second Line Support. First Line Support for any Support Requests will be escalated to Second Line Support as follows:

Contractor shall immediately escalate any Severity Level 1 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within one (1) Business Day after the Level 1 Response time has elapsed.

Contractor shall immediately escalate any Severity Level 2 Error Support Request to provide Second Line Support if Contractor has not Resolved such Support Request within three (3) Business Days after the Level 1 Response time has elapsed.

Without limiting the foregoing, Contractor shall provide Second Line Support to the State within two (2) hours of its receipt of any State Request for such Second Line Support. Contractor shall provide Second Line Support by personnel designated in the Contact List who have the appropriate qualifications, skills and experience to fully and efficiently Resolve the State's Support Request within the Resolution time specified for such Support Request in the Service Level Table.

2.4 Escalation to Parties' Point of Contact. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective point of contact and then to their respective Contract Administrators.

2.5 Time Extensions. The State may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.6 Contractor Updates. Contractor shall give the State monthly electronic or other written reports and updates of:

the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution;

its Service Level performance, including Service Level response and Resolution times; and

the Service Credits to which the State may be entitled.

3. Fees.

3.1 Support Fees. In consideration of Contractor's performance of the Support Services in accordance with the terms and conditions of this Schedule and the Contract, the State shall pay to Contractor the fees set forth in the Exhibit 2 which this Schedule is associated with. Payment to Contractor of the Support Fees pursuant to Exhibit 2 will constitute payment in full for the performance of the Support Services and the State will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services, unless otherwise agreed. The Support Fees referenced in this Schedule are firm and will not be modified during the Support Period, unless otherwise agreed.

3.2 Warranty Period. No Support Fees shall be owed to Contractor under this Schedule during the Warranty Period for the Software, as specified under the Contract, it being understood and agreed to by Contractor that Contractor’s Support Services during the Warranty Period are at Contractor’s sole cost and expense. During the Warranty Period the Service Credits shall not apply.

4. Support Requests and State Obligations.

4.1 Support Requests. The State may request Support Services by way of a Support Request. The State shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in **Section 2.2** of this Schedule (each a "**Support Request**"). The State shall notify Contractor of each Support Request by e-mail or telephone or such other means as the parties may agree to in writing. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

4.2 State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

(i) direct access at the State's premises to the State Systems and the State's files, equipment and personnel;
(ii) output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and
(iii) such other reasonable cooperation and assistance as Contractor may request.

5. Service Credits.

5.1 Service Credit Amounts. If the Contractor fails to respond to a Support Request within the applicable Service Level response time or to Resolve a Support Request within the applicable Service Level Resolution time, the State may be entitled to the corresponding service credits specified in the table below ("**Service Credits**"), provided that the relevant Error did not result from a State Cause or Excused Cause.

Severity Level of Error	Service Credits For Response Time Service Level Failures	Service Credits For Resolution Time Service Level Failures
1	**Level 2 Response** An amount equal to 5% of the then current monthly Support Fee under the applicable Statement of Work for each hour by which Contractor's response exceeds the required Level 2 Response time.	An amount equal to 10% of the then current monthly Support Fee under the applicable Statement of Work for each hour by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
2	**Level 2 Response** An amount equal to 2% of the then current monthly Support Fee under the applicable Statement of Work for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's response exceeds the required Level 2 Response time.	An amount equal to 4% of the then current monthly Support Fee under the applicable Statement of Work for each Business Day, and a pro-rated share of such percentage for each part of a Business Day, by which Contractor's Resolution of the Support Request exceeds the required Resolution time.
3	No Service Credits are Available for Severity Level 3 Response Time Service Level Failures.	No Service Credits are Available for Severity Level 3 Resolution Time Service Level Failures.

5.2 Compensatory Purpose. The parties intend that the Service Credits constitute a liquidated damage to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Support Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations. Contractor's liability for such liquidated damages assessed during an applicable year of Support under a Statement of Work under this Schedule shall not exceed 15% of the corresponding annual Support Fees for the applicable Statement of Work. The Service Credits are the sole and exclusive remedy the Contractor's failure to meet Service Levels, except as provided below in Section 5.4.

5.3 Issuance of Service Credits. Contractor shall, for each invoice period under the Contract, issue to the State, together with Contractor's invoice for such period, a written acknowledgment setting forth all Service

Credits to which the State may be entitled during that invoice period. Contractor shall apply the amount of the Service Credit to such invoice.

5.4 Additional Remedies for Service Level Failures. Contractor's failure to meet the Service Levels for Resolution of any Severity Level 1 Errors, or any combination of such Errors, within the applicable Resolution time set out in the Service Level Table, provided that the failure did not result from a State Cause or Excused Cause, may constitute a material breach under the Contract. Without limiting the State's right to receive Service Credits under this **Section 5**, the State may at its option, in the event of such failure:

use any previous version or release of the Software in which such Severity Level 1 Error does not occur or can be worked around if the then-current Software exhibits an un-Resolved Severity Level 1 Error or Error, and Contractor shall perform all Support Services for such previous version or release until the Contractor Resolves such Severity Level 1 Error for the then-current Software; and

obtain such other remedies as may be available to it under this Schedule, the Contract or otherwise at law or in equity, including the right to terminate the Statement of Work for cause in accordance with Section 15.1 of the Contract.

6. Communications. In addition to the mechanisms for giving notice specified in Section 30.12 of the Contract, unless expressly specified otherwise in this Schedule or the Contract, the parties may use e-mail for communications on any matter referred to herein.

Article 4 – Exhibits

Exhibit 1 – Business and Functional Requirements

Exhibit 2 – Cost Tables

Exhibit 3 – Breakdown of Related or Third-Party Software

Exhibit 4 – Enterprise Architecture Solution Assessment

Exhibit 5 – Training Plan

Exhibit 6 – Support Contacts

EXHIBIT 1

[Functional and Business Requirements]
(SEE ATTACHED)

EXHIBIT 2

[Cost Tables]

Table 1 - Project Cost Summary

No.	Project Cost(s)	Cost ($)	Comments
A.	**Global Requirements** (includes the following services – Project Initiation & Planning, **Confirm Infrastructure**, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 2.	**$506,257**	This is a fixed cost for implementing the Global Requirements based on the requirements as agreed upon in this contract.
B.	**Licensing Module** (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 3.	**$759,385**	This is a fixed cost for implementing the Licensing Module based on the requirements as agreed upon in this contract.
C.	**Enforcement Module** (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 4.	**$455,632**	This is a fixed cost for implementing the Enforcement Module based on the requirements as agreed upon in this contract.
D.	**Executive Services Module** (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 5.	**$379,693**	This is a fixed cost for implementing the Executive Services Module based on the requirements as agreed upon in this contract.
E.	**Finance Module** (includes the following services – Project Initiation & Planning, Requirements & Design, Construction & Testing, Training & Documentation, Implementation, and Warranty) Give breakdown in Table 6.	**$379,694**	This is a fixed cost for implementing the Finance Module based on the requirements as agreed upon in this contract.
F.	**Maintenance and Support Recurring Costs** Give breakdown in Table 7	**$1,071,764**	This is a 5-year cost for Maintenance and Third-Party Costs
G.	**Knowledge Transfer/Transition** Give breakdown in Table 8	**$90,000**	This is a fixed cost for providing Knowledge Transfer/Transition to identified MLCC resources
H.	**Future Enhancements / Rate Card** Give breakdown in Table 9	**NA**	This is the cost of future enhancements based on rate/hr. for each position; see Table 9.
I.	**Total Project Cost**	**$3,642,426**	**Implementation Services Cost ~$2.5M.** This is the total 5-year cost to the state (which includes maintenance and support recurring costs for 5 years)

Table 2 - Global Requirements

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**A.1 Section 1.300 Project Initiation & Planning Services**	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	289	**$50,626**	Based on effort required to complete the deliverables.
	A.2 Section 1.104(A) Confirm Infrastructure	Project Manager, System Architect, Senior Software Engineer	58	**$10,125**	Based on effort required to complete the deliverables.
B.	**Section 1.104(B) Requirements & Design Services**	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	347	**$60,750**	Based on functional complexity and effort required to complete the deliverables.
C.	**Section 1.104(C) Construction & Testing Services**			**Provide category costs below**	
	C.1 Construction and Testing Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	145	**$25,313**	Based on effort required to complete the deliverables.
	C.2 Data Preparation and Data Migration Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	87	**$15,188**	Based on complexity of data conversion.
	C.3 Configure System	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	579	**$101,251**	Based on functional complexity of licenses, business rules, and documents.
	Integrations				
	See Business Requirement 2.0, 10.0, 10.1, 15, 17, 18, 27, 27.9, and 30.	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	347	**$60,750**	Based on # and complexity of integrations required.
	Other (specify):				Based on # and complexity of integrations required.

	C.4 Total Integrations				**$60,750**
	C.5 Transition and Operations Planning	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	58	**$10,125**	Based on effort required to complete the deliverables.
	C.6 System Testing & User Acceptance Testing	Project Manager, Business Analyst, Testing Manager, Testing Analyst	579	**$101,251**	Based on testing effort required to complete the deliverables.
D.	**Section 1.104 (D) Training and Documentation**			**Provide category costs below**	
	D.1 Training Cost (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	87	**$15,188**	Based on the training preparation and delivery effort.
	D.2 Documentation Cost (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	**$15,188**	Based on documentation development effort.
E.	**Section 1.104 (E) Implementation Services**			**Provide category costs below**	
	E.1 Production Cutover	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	58	**$10,125**	Based on effort required to conduct cutover.
	E.2 Installation Testing	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	58	**$10,125**	Based on effort required.to conduct testing.
	E.3 Production Go-Live	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	58	**$10,125**	Based on effort required for go live.

	E.4 Post Implementation Evaluation Report (PIER) & Performance and Reliability Evaluation (PARE)	Project Manager, Business Analyst, Testing Manager	58	**$10,125**	Based on effort required to prepare report.
	Total Global Requirements Cost (Transfer total to Row A of Table 1)		2893	**$506,257**	

Table 3 - Licensing Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**Section 1.300 Project Initiation & Planning Services**	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	434	**$75,938**	Based on effort required to complete the deliverables.
B.	**Section 1.104(B) Requirements & Design Services**	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	521	**$91,126**	Based on functional complexity and effort required to complete the deliverables.
C.	**Section 1.104(C) Construction & Testing Services**			**Provide category costs below**	
	C.1 Construction and Testing Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	217	**$37,969**	Based on effort required to complete the deliverables.
	C.2 Data Preparation and Data Migration Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	130	**$22,781**	Based on complexity of data conversion.
	C.3 Configure System	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	1085	**$189,846**	Based on functional complexity of licenses, business rules, and documents.
	Integrations				
	See Business Requirements 73 and 122.	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	391	**$68,344**	Based on # and complexity of integrations required.
	Other (specify):			**$**	
	C.4 Total Integrations				68344.45314
	C.5 Transition and Operations Planning	Project Manager, Senior Software Engineer, System Architect, Business	87	**$15,188**	Based on effort required to complete the deliverables.

		Analyst, Testing Manager			
	C.6 System Testing & User Acceptance Testing	Project Manager, Business Analyst, Testing Manager, Testing Analyst	868	**$151,877**	Based on testing effort required to complete the deliverables.
D.	**Section 1.104 (D) Training and Documentation**			**Provide category costs below**	
	D.1 Training Cost (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	130	**$22,781**	Based on the training preparation and delivery effort.
	D.2 Documentation Cost (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	130	**$22,781**	Based on documentation development effort.
E.	**Section 1.104 (E) Implementation Services**			**Provide category costs below**	
	E.1 Production Cutover	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	**$15,188**	Based on effort required to conduct cutover.
	E.2 Installation Testing	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	87	**$15,188**	Based on effort required.to conduct testing.
	E.3 Production Go-Live	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	87	**$15,188**	Based on effort required for go live.
	E.4 Post Implementation Evaluation Report (PIER) & Performance and Reliability Evaluation (PARE)	Project Manager, Business Analyst, Testing Manager	87	**$15,188**	Based on effort required to prepare report.
	Total Licensing Module Cost (Transfer total to Row B of Table 1)			**$759,385**	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)

Table 4 - Enforcement Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**Section 1.300 Project Initiation & Planning Services**	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	260	**$45,563**	Based on effort required to complete the deliverables.
B.	**Section 1.104(B) Requirements & Design Services**	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	312	**$54,675**	Based on functional complexity and effort required to complete the deliverables.
C.	**Section 1.104(C) Construction & Testing Services**			**Provide category costs below**	
	C.1 Construction and Testing Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	130	**$22,781**	Based on effort required to complete the deliverables.
	C.2 Data Preparation and Data Migration Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	78	**$13,669**	Based on complexity of data conversion.
	C.3 Configure System	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	651	**$113,908**	Based on functional complexity of licenses, business rules, and documents.
	Integrations				
	See Business Requirement 190.	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	234	**$41,006**	Based on # and complexity of integrations required.
	Other (specify):		0	**$-**	

	C.4 Total Integrations				41006.35723
	C.5 Transition and Operations Planning	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	52	**$9,113**	Based on effort required to complete the deliverables.
	C.6 System Testing & User Acceptance Testing	Project Manager, Business Analyst, Testing Manager, Testing Analyst	521	**$91,126**	Based on testing effort required to complete the deliverables.
D.	**Section 1.104 (D) Training and Documentation**			**Provide category costs below**	
	D.1 Training Cost (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	78	**$13,669**	Based on the training preparation and delivery effort.
	D.2 Documentation Cost (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	78	**$13,669**	Based on documentation development effort.
E.	**Section 1.104 (E) Implementation Services**			**Provide category costs below**	
	E.1 Production Cutover	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	52	**$9,113**	Based on effort required to conduct cutover.
	E.2 Installation Testing	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	52	**$9,113**	Based on effort required.to conduct testing.
	E.3 Production Go-Live	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	52	**$9,113**	Based on effort required for go live.

		Analyst, Custom Developer			
	E.4 Post Implementation Evaluation Report (PIER) & Performance and Reliability Evaluation (PARE)	Project Manager, Business Analyst, Testing Manager	52	**$9,113**	Based on effort required to prepare report.
	Total Enforcement Module Cost (Transfer total to Row C of Table 1)			**$455,632**	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)

Table 5 - Executive Services

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**Section 1.300 Project Initiation & Planning Services**	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	217	**$37,969**	Based on effort required to complete the deliverables.
B.	**Section 1.104(B) Requirements & Design Services**	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	260	**$45,563**	Based on functional complexity and effort required to complete the deliverables.
C.	**Section 1.104(C) Construction & Testing Services**			**Provide category costs below**	
	C.1 Construction and Testing Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	108	**$18,984**	Based on effort required to complete the deliverables.
	C.2 Data Preparation and Data Migration Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	65	**$11,391**	Based on complexity of data conversion.
	C.3 Configure System	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	542	**$94,923**	Based on functional complexity of licenses, business rules, and documents.
	Integrations				
	See Business Requirement 206.6.1	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	195	**$34,172**	Import specified fields from the state's accounting system (currently MAIN, or MiDB)
	Other (specify):		0	**$-**	

	C.4 Total Integrations				34172.22657
	C.5 Transition and Operations Planning	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	**$7,594**	Based on effort required to complete the deliverables.
	C.6 System Testing & User Acceptance Testing	Project Manager, Business Analyst, Testing Manager, Testing Analyst	434	**$75,938**	Based on testing effort required to complete the deliverables.
D.	**Section 1.104 (D) Training and Documentation**			**Provide category costs below**	
	D.1 Training Cost (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	65	**$11,391**	Based on the training preparation and delivery effort.
	D.2 Documentation Cost (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	65	**$11,391**	Based on documentation development effort.
E.	**Section 1.104 (E) Implementation Services**			**Provide category costs below**	
	E.1 Production Cutover	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	43	**$7,594**	Based on effort required to conduct cutover.
	E.2 Installation Testing	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	43	**$7,594**	Based on effort required.to conduct testing.
	E.3 Production Go-Live	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	43	**$7,594**	Based on effort required for go live.

		Analyst, Custom Developer			
	E.4 Post Implementation Evaluation Report (PIER) & Performance and Reliability Evaluation (PARE)	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	**$7,594**	Based on effort required to prepare report.
	Total Executive Services Module Cost (Transfer total to Row D of Table 1)			**$379,693**	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)

Table 6 - Finance Module

No.	Category	Resources Required (Contractor to identify IT classification)	Total # of hours (Contractor to identify # of hours per resource)	Total cost ($) (Contractor must transfer category totals to Table 1)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**Section 1.300 Project Initiation & Planning Services**	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager	217	**$37,969**	Based on effort required to complete the deliverables.
B.	**Section 1.104(B) Requirements & Design Services**	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	260	**$45,563**	Based on functional complexity and effort required to complete the deliverables.
C.	**Section 1.104(C) Construction & Testing Services**			**Provide category costs below**	
	C.1 Construction and Testing Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Configuration Lead	108	**$18,984**	Based on effort required to complete the deliverables.
	C.2 Data Preparation and Data Migration Plan	Project Manager, Senior Software Engineer, Business Analyst, Testing Manager, Data Management Specialist	65	**$11,391**	Based on complexity of data conversion.
	C.3 Configure System	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Configuration Analyst, Custom Developer	651	**$113,908**	Based on functional complexity of licenses, business rules, and documents.
	Integrations				
	See Business Requirement 215.1	Project Manager, System Architect, Senior Software Engineer, Business Analyst, Configuration Lead, Integration Specialist	87	**$15,188**	LARA's Corporate website
	Other (specify):		0	**$-**	

	C.4 Total Integrations				15188.00586
	C.5 Transition and Operations Planning	Project Manager, Senior Software Engineer, System Architect, Business Analyst, Testing Manager	43	**$7,594**	Based on effort required to complete the deliverables.
	C.6 System Testing & User Acceptance Testing	Project Manager, Business Analyst, Testing Manager, Testing Analyst	434	**$75,938**	Based on testing effort required to complete the deliverables.
D.	**Section 1.104 (D) Training and Documentation**			**Provide category costs below**	
	D.1 Training Cost (Breakdown and explain costs in the comments).	Project Manager, Business Analyst, Training Manager, Training Analyst	65	**$11,391**	Based on the training preparation and delivery effort.
	D.2 Documentation Cost (Breakdown and explain costs in the comments).	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	65	**$11,391**	Based on documentation development effort.
E.	**Section 1.104 (E) Implementation Services**			**Provide category costs below**	
	E.1 Production Cutover	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer	43	**$7,594**	Based on effort required to conduct cutover.
	E.2 Installation Testing	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	43	**$7,594**	Based on effort required.to conduct testing.
	E.3 Production Go-Live	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration	43	**$7,594**	Based on effort required for go live.

		Analyst, Custom Developer			
	E.4 Post Implementation Evaluation Report (PIER) & Performance and Reliability Evaluation (PARE)	Project Manager, Business Analyst, Testing Manager	43	**$7,594**	Based on effort required to prepare report.
	Total Finance Module Cost (Transfer total to Row E of Table 1)			**$379,694**	(Totals from rows A, B, C.1, C.2, C.3, C.4, C.5, C.6, D.1, D.2, E.1, E.2, E.3, and E.4 of this table)

Table 7 - M&O and Third Party

No.	Cost Categories	Annual Cost ($)					Total Cost ($)	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
		Year 1	Year 2	Year 3	Year 4	Year 5		
A.	Software Maintenance and Support Cost	$0	$204,000	$0	$0	$0	**$204,000**	Support and maintenance for 2000 hours (prorated in Year 2 only)
B.	Third Party Software Costs	$117,860	$155,384	$191,860	$198,111	$204,549	**$867,764**	Third party solutions for Licensing Module, Mobile Inspections, Dynamic Rules Engine, Letters Engine, Fee/Payment Module
	Total Maintenance and Support & Third Party Software Recurring Costs (transfer total to Row F of Table 1)						**$1,071,764**	

Table 8 - KT and Transition

No.	Activity (Contractor to identify activities from Section 1.104(H) to include here)	Resources Required (Contractor to identify resource classification)	Total # of hours (Contractor to identify # of hours per resource)	Total Cost	Comments (Contractor must provide a narrative to explain how they arrived at the costs identified)
A.	**Knowledge Transfer to State**	Project Manager, System Architect, Senior Software Engineer, Configuration Lead, Configuration Analyst, Custom Developer, Testing Analyst	514	**$90,000**	Based on effort and planned sessions.
	Total Knowledge Transfer/Transition Costs (transfer total to Row G of Table 1)			**$90,000**	

Table 9 - Key Staff Rates

No.	Staffing Category	Firm Fixed Hourly Rate
A.	Project Manager (30% assigned time)	$190
	Technical Lead	$170
	Solution/Business Requirements Lead	$160
	Trainer	$100
	Key Staff Rate Card Estimated Cost	

Table 10 - Non-Key Staff Rates

No.	Staffing Category	Firm Fixed Hourly Rate
A.	Programmer	$120
	Technical Writer	$85
	SFDC Configuration Analyst	$130
	Tester	$100
	SFDC Architect	$140
	Future Enhancement/Rate Card Estimated Cost	N/A

EXHIBIT 3

[Breakdown of Related or Third Party Software]

Exhibit 6
MLCC Salesforce Implementation RFP
Breakdown of Related or Third-party Software

INSTRUCTIONS;

If there is any additional software needed beyond the Salesforce.com software please provide a breakdown of these. Please include the following software name, company that develops the software, version, licenses needed, and any other related pertinent information. Make sure this list of additional software needed matches with the list in Table 7 of Attachment 3 – Costs Tables. An example table is included.

Related/Third Party Software	Company	Version	Licenses Needed	What will this software be used for in this project?	List, if any, additional resources needed for this software to be used in this project.
Permitting and Licensing Module	BasicGov Systems	1.294	250	Access to Permitting, Licensing and Inspections Module a	
Offline Inspections Module	BasicGov Systems	1.294	65	Enables inspectors to conduct inspections offline	
Fund Accounting	BasicGov Systems	1.294	1	Provides a centralized toolset to view, input, and manage cash and receivables, corrections and distributions, and accounting reports. The One-Stop Portal will communicate transactions events via files, emails and reports to and from departments to support the financial reconciliation process.	

Dynamic Rules Engine	BasicGov Systems	1.294	1	A comprehensive set of tools to assist in the workflow configuration process and eliminates the need to write custom code to create workflow process. Unique to BasicGov on the Salesforce platform, The Dynamic Rules Engine (DRE) was developed specifically automate and simplify the triggering of more complex rules that Permitting/Inspections, Licensing and Code Enforcement systems require, such as, complex approvals, notification and re-inspections.	
ESRI Web APP Connector	BasicGov Systems	1.294	1	ESRI GIS Connector integrates your existing ESRI GIS Server spatial data with BasicGov. It adds visual analysis capabilities to BasicGov. BasicGov GIS reduces complexity by providing your staff with map based tools to manage all land use, zoning, and relevant information related to a parcel, permit, inspection, plan, or code violation.	

Letters Engine	BasicGov Systems	1.294	1	A module to generate certificates, create inspection reports, receipts, invoices and other physical documents.	
Payment Cart Module	BasicGov Systems	1.294	1	A set of tools that provide an amazon style shopping cart that allows for multiple items to be paid for across multiple departments. When used with the Fund Accounting Module the combined offering allows for the easy allocation and reconciliation of funds to appropriate accounts. The payment cart also features back end tools for refunds and other processes. Features are dependent on features available in the payment gateway.	

EXHIBIT 4

[Enterprise Architecture Solution Assessment]

Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment	
Contact Info & Purpose (vendor version)	
The purpose of the EA Solution Assessment is to document architectural details of proposed IT solutions in order to determine compatibility with the overall SOM architecture. DTMB/SOM activities which require an Assessment include: the purchase of new licenses, contracting for software development services, purchase of new software components, installation of new software components, the purchase of new hardware components or the use of DTMB staff resources on any project beyond the design phase. All vendor proposals and new contracts must be accompanied by an Assessment, documenting the architectural details of the proposed solution. Bidder should complete all areas except where indicated.	
Vendor Version 2.6	
Solution/Project Name	*MLCC Salesforce Implementation RFP*
RFP Name/Number	*A Salesforce.com configuration and integration for Michigan Liquor Control Commission / BID#: 007114B0002867*
Date Submitted	*September 12, 2014*
Vendor Name	*Deloitte Consulting LLP*
Vendor City and State	*Detroit, MI*
Vendor Phone No.	*(303) 308-2155*
Vendor eMail	*sashah@deloitte.com*
A brief description of the proposed solution and business purpose/process. *(please keep the description brief)*	*The State of Michigan (State), through the Department of Technology, Management and Budget (DTMB) in partnership with the Department of Licensing and Regulatory Affairs (LARA) has issued this Request for Proposal (RFP) to solicit bids from qualified firms to implement Salesforce.com as a case management system for the Michigan Liquor Control Commission (MLCC).*
Additional description of the solution and business purpose. *(please expand the row as much as needed)*	*Deloitte is proposing the implementation of the salesforce.com and Salesforce1 Force.com Platform. Please refer to detailed technical proposal for solution details.*

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment	
	Architecture Overview (vendor version)	
	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.	
1	*Server/Application Hosting*	*Comments*
	Internally Hosted	
✓	Externally Hosted	Salesforce is a web-based co-located service, sometimes called "Software as a Service," or "SaaS" or "Cloud Computing." The design of the web applications gives customers high security and availability on-demand at any time. All that is required to run Salesforce is a web browser and internet connection. Therefore, no additional hardware or software is necessary.
	Internally & Externally Hosted	
2	*User Interface Type*	*Comments (e.g. version or release)*
✓	Browser	Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
	Citrix	
✓	Client	Salesforce material can be accessed via a client.
✓	Mobile Browser	The Salesforce1 mobile app is available on iOS (Apple AppStore) and Android (Google Play). Users will also be able to access the Salesforce1 Mobile App from a mobile browser, including Blackberry, iPhone, and Android devices.
✓	Mobile Client	The Salesforce1 mobile app is available on iOS (Apple AppStore) and Android (Google Play). Users will also be able to access the Salesforce1 Mobile App from a mobile browser, including Blackberry, iPhone, and Android devices.
✓	Terminal	Salesforce material can be accessed via a terminal.
	Other (explain =>)	
3	*Supported Browsers (internet)*	*Comments*
✓	IE 6.0+ (internet, intranet)	Yes, IE 6.0+ is supported.
✓	Firefox 3.0.x (internet)	Yes, Firefox 3.0.x is supported.
✓	Chrome 3.0 (internet)	Yes, Chrome 3.0 is supported.
	Safari 4.x (internet)	Not supported.
✓	Other (explain =>)	Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
4	*Data Exchange Interface*	*Comments (e.g. version or release)*
	EDI (industry protocol)	
	Flat File (private protocol)	
✓	Web Service	Web Services are supported.
✓	XML	XML is supported.
	Other (explain =>)	
5	*System Access*	*Comments*

✓	Internal (SOM only)	Yes, system access can be kept or shared internally. All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	External (general public)	Yes, system access can be kept or shared externally (general public). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	External (authorized)	Yes, system access can be kept or shared externally (authorized). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
✓	Mixed (internal-external)	Yes, system access can be mixed (both internal and external). All users and application-level security are defined and maintained by the organization administrator, and not by salesforce.com. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data.
6	***User Access***	***Comments***
✓	Internet	Supported.
✓	Intranet	Supported.
	Local Government (LGNet)	
✓	Public facing internet	Supported.
✓	Kiosk terminal	Supported.
	Vendor Net	
✓	VPN	Supported.
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment Architecture Overview (continued) *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.*	
7	***Data Classification***	***Comments***
✓	Non-sensitive	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and typically does not have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high-level of security.
✓	Sensitive w/ personal ID info	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high level of security.
✓	Sensitive w/ no personal ID info	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with a high level of security.
✓	Not classified	Customers have control of what data they store on Salesforce. Salesforce.com does not classify Customer Data and does not typically have visibility into the data stored by our customers within the service. All information that has been electronically submitted by customers to the Salesforce Services is considered "Customer Data" and is protected with the highest level of security.
	Other (explain =>)	
8	***PCI-DSS Compliance Needed?***	***Comments***
✓	Yes	Salesforce.com is PCI Level 1 compliant under Payment Card Industry Data Security Standard v2.0 (PCI-DSS). Salesforce.com customers who must adhere to PCI compliance may now store personal account numbers ("PAN" or "credit card numbers") in Salesforce, with the following caveats: • PANs may only be stored in an Encrypted Custom Field ("ECF") – not in clear text fields, attached files, or any other location. • Customer administrators must

		configure Salesforce features to support their organization's PCI controls. What is not in scope? • Stripe data and CCV numbers must not be stored in Salesforce. If a customer stores such data in Salesforce (even in an ECF) their use of Salesforce will be non-compliant. • Salesforce does not process PANs or submit them for processing to an outside service; PCI compliant use only covers the customer's direct storage and recall of the PAN in an ECF. If a customer uses a third party processor or writes their own code to submit PAN data to a processor that use will fall under their own PCI scope, and is subject to audit against their own PCI compliance. Note: Salesforce does not provide a PCI compliant e-commerce solution
	No	
9	***Data Audit Trail Implementation***	***Comments***
✓	Application Code	Saleforce.com offers an extremely open and extensible application platform, to allow you to easily make ongoing in-house development. We offer a point & click/drag & drop customization tool that makes it easy for non-technical administrators to customize and configure the system. For more technical administrators we offer Apex code, the world's first multi-tenant programming language. This allows you to build extremely complex business logic into your application. Typically, our customers manage our applications with clicks 80% or more of the time, and use our more technical code options, like Apex code, or your development language of choice, 20% of the time or less.
✓	Database Audit Files	Every row in the database contains a base62-encoded organization_id field. This field contains an internal identification of the organization that owns the row. The contents of this field are validated against the organization_id of the user attempting to access the data. All queries include the predicate: "where organization = [organization_id]". This data can be used for audit purposes.
✓	Database Triggers	Salesforce includes an integrated workflow capability. You can easily automate a significant percentage of your business processes without the burden of writing and maintaining code thanks to Salesforce workflows. Using a simple UI, you can quickly configure conditional workflows that, when triggered by the creation or update of a record,

		update fields in your database or send outbound messages to other systems. In a nutshell, think of workflows as a declarative alternative to programmatic database triggers.
✓	Stored Procedures	Apex is a stored procedure & trigger language that allows developers to build transactional logic into their Force.com database. Adding triggers & stored procedures at the database layer is a great way to add transactional logic to your Java apps.
	Other (explain =>)	
10	***IT Services (Centers of Excellence)***	***Comments***
	x86 Virtualization	
	Address Verification	
	Business Objects Reporting	
	Digital Electronic Gateway (DEG)	
	Extract Transform Load (ETL)	
	Citrix Virtualization	
11	***Enterprise Data Storage***	***Comments***
	<10GB (small)	
	10GB-500GB (medium)	
	500GB - 4TB (large)	
✓	>4TB (x-large)	Your organization's shared file storage is calculated by multiplying a per-user file storage allocation by the number of users in your organization and adding a per-organization allocation. For example, an Enterprise Edition organization with 600 users receives 1,211 GB of file storage, or 2 GB per user multiplied by 600 users plus an additional 11 GB. A Professional Edition organization with 600 users receives about 370 GB of file storage, or 612 MB per user multiplied by 600 users plus an additional 11 GB.
12	***Database (RDBMS)***	***Comments***
✓	MS SQL Server 2008	Supported.
✓	MySQL 5.1	Supported.
✓	Oracle 11g	Supported.
	TeraData TD 13.0	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment Architecture Overview (continued) *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.*	
13	***Database Modeling Tools***	***Comments***
	Erwin 7.x, 8x	
	MSSQL Server Mgmt Studio (match db)	
	MySQL Workbench (match db)	
	Oracle Designer (match db)	
	TeraData Utilities (match db)	
	Other (explain =>)	
14	***Development Framework***	***Comments***
✓	.NET Framework 3.5, 4.0	Supported.
✓	Java J2EE 5.x, 6x	Supported.
	Other (explain =>)	
15	***Development Platform***	***Comments***
✓	Eclipse 3.x, 4.x	Supported.
✓	Hibernate 3.x	Supported.
	IBM Websphere Integration Dev 6.x, 7.x	
✓	Microsoft SilverLight Expression (match VS)	Supported.
✓	Microsoft Team Foundation System 2010	Supported.
✓	Microsoft Visual Studio 2008, 2010	Supported.
✓	Oracle JDeveloper 11g	Supported.
	Spring 2.5	
	Struts 2.x	
✓	XML Spy 2010	Supported.
	Other (explain =>)	
16	***Development Language***	***Comments***
✓	ASP .NET 2008, 2010	Supported.
✓	CSS Level 3	Supported.
✓	Microsoft C#	Supported.
✓	Microsoft VB.Net	Supported.
✓	Java	Supported.
✓	JavaScript	Supported.
✓	JDK 6.x, 7x	Supported.
✓	PHP 5.3.x	Supported.
	Other (explain =>)	
	(continued)	

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment Architecture Overview (continued) *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.*	
17	***Markup languages***	***Comments***
✓	HTML 4 & 5	Supported.
✓	XML Schema 1.1	Supported.
✓	XSLT 2.0	Supported.
✓	XHTML 2.0	Supported.
18	***Presentation (Web) Server***	***Comments***
✓	Apache HTTPD 2.x	Supported.
	IBM Websphere IHS (match app svr)	
	Microsoft IIS 7.0	
	Other (explain =>)	
19	***Application Server***	***Comments***
	.NET Framework 3.5, 4.0	
✓	Apache Tomcat 7.x	Supported.
	IBM WebSphere 7.0, 8.0	
✓	JBoss 5.x, 6	Supported.
	Other (Explain)	
20	***HW Platform***	***Comments***
	Dell	
	HP	
	Sun	
	Unisys Mainframe	
	x86 Virtualization	
✓	Other (explain =>)	Hardware is not provided by Salesforce.
21	***Server OS***	***Comments***
✓	Linux Redhat Enterprise Server 5.x, 6.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	Linux SUSE Enterprise 11.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	Microsoft Windows 2008	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	Unix HPUX 11i v3	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome,

		Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	Unix Sun Solaris 10.x, 11.x	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	VMWare vSphere 4, 5, VCD	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
✓	Other (explain =>)	The Salesforce solution is Cloud based, and therefore OS agnostic. All that is needed is an Internet connection and supported browser (Firefox, Chrome, Safari, IE). No additional on-premises hardware or software is necessary. Please see the following URL for more information about supported browsers, http://bit.ly/SalesforceBrowsers.
(continued)		

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment Architecture Overview (continued) *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.*	
22	***Document Management***	***Comments***
	Captaris Alchemy 8.3	
✓	Apache Tomcat 7.x	Supported.
✓	IBM WebSphere 7.0, 8.0	Supported.
✓	JBoss 5.x, 6	Supported.
✓	MS SharePoint Server 2007 EE	Supported.
	Other (explain =>)	
23	***Centralized Printing***	***Comments***
	DMB consolidated print center	
	Other (explain =>)	
24	***Testing Tools***	***Comments***
✓	Junit 4.x	Supported.
✓	LoadRunner 11.x	Supported.
✓	Microsoft Team Foundation System	Supported.
	Quick Test Pro 11.x	
✓	Selenium 1.x, 2.x	Supported.
	Other (explain =>)	
25	***Identity Management (network)***	***Comments***
✓	Active Directory 2008	Supported.
	Other (explain =>)	
26	***Identity Management (application)***	***Comments***
✓	IBM Tivoli SSO (TIM-TAM)	Supported.
✓	Microsoft Active Directory 2008	Supported.
	Other (explain =>)	
27	***Project Management***	***Comments***
	Clarity 12.x	
✓	MS Project 2007, 2010	Supported.
	Rational	
	Other (explain =>)	

(continued)

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment Architecture Overview (continued) *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.*	
28	***Requirements Gathering***	***Comments***
	Compuware Optimal Trace 5.x	
✓	Microsoft Office	Supported.
✓	Microsoft Visio	Supported.
	SUITE/SEM templates	
	Rational Requisit	
✓	Serena Dimensions 2009 R1.x, 11.2	Supported.
	Other (explain =>)	
29	***Design Tools***	***Comments***
✓	Microsoft Visio	Supported.
✓	MSSQL Server Mgmt Studio (match db)	Supported.
	Rational Rose	
✓	Serena Prototype Composer 2009, 2010	Supported.
	Other (explain =>)	
30	***Version Control***	***Comments***
✓	Microsoft Team Foundation System	Supported.
✓	Serena Dimensions (PVCS Mgr) 2009, 12.1	Supported.
	Subversion 1.6	
	Other (explain =>)	
31	***Message Queuing***	***Comments***
	Apache Active MQ 5.3	
✓	IBM Websphere MQ 6.x, 7.x	Supported.
	Other (explain =>)	
32	***Business Integration***	***Comments***
✓	JBoss SOA	Supported.
	Websphere Message Broker 6.x, 7.x	
	Other (explain =>)	
	(continued)	

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	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.	
33	***Database Tools***	***Comments***
	DBArtisan 8.6, 8.7	
✓	Infosphere Information Svr v8.1.x	Supported.
✓	MSSQL Server Mgmt Studio (match db)	Supported.
✓	MySQL Workbench (match db)	Supported.
✓	Oracle Developer Suite (match db)	Supported.
✓	Oracle Enterprise Manager (match db)	Supported.
✓	Oracle SQL Developer (match db)	Supported.
	Rapid SQL 7.6 & 7.7	
✓	TeraData Utilities (match db)	Supported.
	Toad 9.x & 10.x	
	Other (explain =>)	
34	***Reporting Tools***	***Comments***
	ActivePDF 2009	
	ActiveReports 4.0	
✓	Birt 3.7	Supported.
✓	Crystal Reports 2008	Supported.
✓	Crystal Xcelsius 2008	Supported.
✓	Crystal Reports for Eclipse	Supported.
✓	MSSQL Reporting Services (match db)	Supported.
✓	Oracle Reports (match db)	Supported.
	Other (explain =>)	
35	***End-User Tools***	***Comments***
✓	Business Objects (BO) XI R2, 3.x, 4.x	Supported.
✓	Oracle Discoverer (match db)	Supported.
	Other (explain =>)	
36	***Deployment Tools***	***Comments***
✓	Microsoft Team Foundation System 2008	Supported.
✓	Serena Dimen.CM Mover 2009, 2.3, 12.1	Supported.
	Other (explain =>)	
	(continued)	

Select all that apply ✓ (vendor complete)	Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
	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.	
37	*Build Tools*	*Comments*
	Apache Ant 1.7.x, 1.8.x	
	Apache Maven 2.2, 3.0	
✓	Microsoft Team Foundation System	Supported.
✓	Serena Dimensions CM Builder 2009 R1.x	Supported.
	Other (explain =>)	
38	*Job Schedulers*	*Comments*
	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 =>)	
39	*GIS Technologies*	*Comments*
✓	ArcIMS 9.3	Supported.
✓	ArcGIS Server 9.3	Supported.
✓	ArcSDE 9.3	Supported.
✓	Erdas ADE Rel. 2	Supported.
✓	ER Mapper Image Server 7.2	Supported.
✓	Oracle Spatial (match db)	Supported.
✓	Oracle MapView (match db)	Supported.
	Other (explain =>)	
40	*Issue & Defect Tracking*	*Comments*
✓	Bugzilla 3.2.5 & 3.4.2	Supported.
✓	BugTracker .Net 3.5	Supported.
✓	Clear Quest Chg Mgmt Suite 7.5	Supported.
✓	Microsoft Team Foundation System	Supported.
✓	Serena Mashup Composer 2009 R1.x	Supported.
	Other (describe =>)	

Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment	
Disaster Planning (Section to be completed by SOM)	
Business continuity requirements.	Describe below
The business requirement(s) that determine the amount of time and the operational availability of the application to the end-user.	The Solution will be available 8 x 5 Monday – Friday Eastern Standard Time (EST)

Select Only One (1)	*Availability Requirement Category – Availability Requirement is divided into three different levels. These levels define the continuous service availability requirements of the application. Based on the following definitions, please indicate the level of availability required for this Business Function / Application.*
	Urgent - Business Function / Application outage has potential to cause loss of life or risk of injury to a citizen. 99.99% availability (<45 minutes of downtime / month). If an Urgent priority application is not available, DIT will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DIT staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.
✓	*High – Business Function / Application outage will have a high non-life threatening impact on the public. If this application is not available, there may be an adverse impact on a large number of business clients who use the application. The lack of application availability may also be considered politically sensitive. 99.5% availability (<3.5 hours of downtime / month). DIT will work to resolve the incident 7 x 24 x 365. If the incident occurs after normal business hours, on-call staff (where available) will be called in to resolve the incident. DIT staff will continue to work the issue during and after business hours until the incident is resolved, and the application service restored.*
	Medium – Business Function / Application not meeting the Urgent or High criteria will be assigned Medium priority status; this default will be considered the third priority and reflect a situation where there is no risk of personal injury, and the public is not being directly affected. 98% availability (<15 hours of downtime / month). If there is an issue with a medium priority application, work to resolve the incident will be handled during normal DIT Business hours (typically 8:00 am-5:00 pm, Monday-Friday. If the problem is not resolved at the end of the business day, staff will return to work the next business day, and continue the resolution process until the service is restored

Recovery Point and Time Objectives				
Select Only One (1)	*Recovery Point Objective (RPO) is the maximum amount of data loss a business function can sustain during an event.*		*Select Only One (1)*	*Recovery Time Objective (RTO) is the maximum amount of time that can elapse until a system / application / function must be returned to service.*
	2 hours			2 hours
✓	4 hours			4 hours
	6 hours			6 hours
	8 hours			8 hours
	24 hours			24 hours
	72 hours			72 hours
	Other		✓	Other – 12 hours

Exhibit 7 MLCC Salesforce Implementation RFP Proposed Enterprise Architecture Solution Assessment
Server/Network Diagram (vendor version)
Diagrams are useful to illustrate the interaction of technologies. The "Server/Network Diagram" is intended to allow the EA (Enterprise Architecture) Core Team to understand the relationship between the system components. Below is an example illustrating the network components deemed necessary. Vendors may use their own format so long as adequate information is conveyed.
N/A

EXHIBIT 5

[Training Plan]

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Overview

Summary

The purpose of this document is to provide an overview, framework and plan for the training and knowledge transfer of Salesforce.com for the State of Michigan's Liquor Control Commission.

Intended Audience

- State of Michigan Central Support Team
- Participating MLCC State Employees
- MLCC Oversight Committee
- Deloitte Implementation Team

Revision History

Author	Date	Revision	Description
Jennifer Ivey	9/3/2014	1.0	Initial Version

Training Plan Overview

This Training and Knowledge Transfer Plan provides the framework for delivering the training and knowledge transfer to the state staff over the course of the project.

The purpose of this document is to provide a comprehensive description of the Deloitte Implementation Team's strategy/approach and plan for developing and delivering the instruction needed to prepare the state staff for using the new system. Specifically, this plan details the following:

- Training Objectives
- Training and Knowledge Transfer Approach
  - Roles and Responsibilities
  - Audience Groups
  - Preparation
  - Assumptions
- Needs Assessment by Target Audience
  - Training Strategy
  - Technical Staff: Classroom Training
  - Technical Staff: Knowledge Transfer
  - UAT
- Train the Trainer
- Training Materials
- Training Plan
- Training Schedule
- Training Performance Metrics
- Training Environment
- Training Signoff

Please note that the team will complete a Needs Assessment in the initial phases of the project. The results of this analysis will be a Training Strategy Work Product and will be appended to this document. The Training Strategy Work Product will provide more details concerning roles and responsibilities and training curriculum.

Key Training Objectives

Objective 1: Provide training and knowledge transfer so that the State's staff (including Trainers and Business Analysts/Data Managers) can demonstrate proficiency and self-sufficiency using Salesforce.com

Objective 2: Provide training and knowledge transfer so that the State's staff can perform system development, maintenance and administration activities as well as provide end user application support for the project.

Objective 3: Provide training and knowledge transfer so that the State's end users receive the knowledge to effectively utilize the features of the new system for performing the day-to-day functions and completing their designed processes.

Training and Knowledge Transfer Approach

The training team will include staff experienced in providing the State with the required tools to maintain and support the software they are provided. The goal is to make the end users and technical staff as self-sufficient as possible so they can be effective utilizing the new technology being introduced.

The Deloitte Implementation Team will train designated MLCC and DTMB staff in many aspects of the application, both from a typical user perspective and from that of the technical or administrator personnel.

So that the technical and administrator users have the required in-depth knowledge, skills and ability to operate, administer, maintain, and support other users on their new system, the Deloitte Implementation Team will embark on a programmed process of transferring system knowledge at the onset of development and continued through implementation.

Roles and Responsibilities

State and implementation staff will be identified and assigned the appropriate roles and responsibilities to facilitate the training approach and strategy.

The table below identifies the training roles and responsibilities.

Role	Responsibility
Deloitte Implementation Team	• Coordinate with the state managers regarding training resources, schedules, and training execution • Write the Training Plan • Lead knowledge transfer activities • Plan and organize the development of training and user support materials • Lead development of training materials • Support the state trainers during their initial training sessions. • Train the state trainers
State Staff	• Participate in knowledge transfer activities • Review and approve training and user support materials • Attend training sessions • Schedule staff and coordinate facility setup • Assist in end user training – (train-the-trainer approach)

Table E81-1: Roles and Responsibilities.

Training Audience Groups

State staff is divided into separate groups for the purposes of training on the Salesforce. The table below details these different training audience groups and delineates the delivery method for each group. Note that citizens will be users of the system, but training for citizens is not within the scope of this document.

Audience Group Name	Definition	Knowledge Transfer Activities	Classroom Training
State Technical Staff	Technical staff responsible for performing system maintenance on the system; including data conversions and report writing		

State System Administrator Staff	Agency administrator staff responsible for assisting users, participating in system enhancement analysis, and trouble-shooting
State Staff Trainers	Staff responsible for training State end users
State End Users*	State employees who will be using the system in the course of their daily tasks on a regular basis. These State end users will be trained by the State staff trainers
UAT Testers	Agency user representatives who will execute enterprise solution acceptance testing
Citizen End Users*	Citizens who will access the Salesforce system to request services related to licenses for themselves or their businesses

Table E8-2: Training Target Audiences & Participation

Preparation

Inputs to Training Materials

The Deloitte Implementation Team will use the following inputs to develop the training materials for end users:

- Salesforce standard training materials
- Agency configuration documents and other relevant technical documentation
- Business Process Redesign (Agency-specific)
- Approved Salesforce automation configurations

Inputs to Training Development and Delivery

The State will provide the following inputs to training development and delivery:

- Assign training SME's to review and validate training material
- Assign State trainers to participate in Train-the-Trainer sessions
- Manage the State's Learning Management System (LMS) to track training for trainers and end users
- Assign end users to the appropriate system roles as defined by the Deloitte Implementation Team

Assumptions

This section identifies the key assumptions that were considered when developing the Training Plan for the MLCC:

- All training led by the Deloitte Implementation Team will be conducted at State facilities in Lansing, MI or virtually via webinar
- Training rooms/space will be available as scheduled by the State, taking into consideration peak seasons and other scheduling conflicts
- When the Deloitte Implementation Team uses the provided classrooms to carry out training activities, it is assumed that these classrooms have sufficient hardware, software, computing capability and network access, and supporting materials for the training sessions
- During training, the Deloitte Implementation Team will provide technical support for the solution and Salesforce-provided materials
- The Deloitte Implementation Team will provide and or enter training environment data and will be responsible for maintaining the training environment including refreshing the training database throughout the project duration.

- The State will assign an individual to work with the Deloitte Implementation Team to coordinate training. The State resource will be responsible for scheduling staff and facilities, and logistics including printing training materials and assisting with training registration and tracking.
- Prerequisites skills identified in Table 1-9 will be met
- Training will occur on dates/times mutually agreeable to the Deloitte Implementation Team and the State, and conducted in a timeframe to allow the trainers to be adequately prepared to train end users, and for end users to be prepared to use the system
- The State will identify and register State Staff Trainers to participate in each Train-the-Trainer session, as well as slot these trainers into training roles defined by the Deloitte Implementation Team

Needs Assessment by Target Audience

This section identifies the anticipated target audiences that will be involved in knowledge transfer and/or participate in training sessions. These target audiences will be validated during the training needs assessment completed during the project.

The table below identifies the anticipated knowledge transfer and training needs by user group. This Training Plan only addresses the Needs Assessment for the Technical, Administrator and State Staff Trainers.

Group	Salesforce Product	Needs assessment
State Technical Staff	Detailed training on Salesforce modules, Software, Interfaces, Database, Tools	• Involvement in knowledge transfer activities (full immersion) • Ability to perform user administration functions • Ability to interface data between applications • Ability to address development and maintenance tasks • Ability to provide end user application support • Ability to manage the system security, data storage management, document management and other new technology introduced to the state environment as a result of the implementation. • Ability to utilize additional software tools employed throughout the project for testing or development purposes.
State Administrator Staff		• Involvement in knowledge transfer activities (full immersion) • Knowledge on how to train end users • Use of Salesforce modules • Use of Document Management hardware/software (if applicable) • Understanding of the system and how to perform the functions required for each of the program areas
State Staff Trainers		• Ability to effectively deliver the Salesforce Automation End User training courses • Skills and supporting activities required to schedule, deliver, and assess all phases of End User Training
UAT Testers		• Basic navigation of the Salesforce system as necessary to complete approved UAT Test Cases • Instruction on the testing methodology, scripts and tools • Instruction on the defect management tool
End Users		• Instruction for navigating the Salesforce system as necessary to complete tasks related to their specific user roles

Table E8-3: Needs Assessment by Target Audience.

Training Strategy

The training will be designed to provide various MLCC staff with the knowledge and skills required to use, support and maintain the system and the associated software and hardware components. A comprehensive and repeatable training strategy is essential to maximize the full potential of the system and help ensure the value of the tool is not diminished by changes in management and staff.

To accomplish this, along with the *Key Training Objectives* above, the training strategy for the State will consist of a two part system involving a Knowledge Transfer Methodology, and a Train-the-Trainer training strategy. Select State technical, administrator and training staff will be involved in training activities and planning, Train-the-Trainer sessions and in knowledge transfer activities.

In addition, User Acceptance Testers (prior to the UAT phase) will be trained to enable them to perform this critical function.

Based on Deloitte's past experience, it is critical to develop the training from a scenario basis rather than just a navigation and personalization standpoint. While it will be important for users to understand how to do tasks such as enter basic data or run a report, their ability to use the system to perform job specific functions will drive the overall success of this effort.

Training will be available in a variety of mediums to accommodate users with different learning styles and consider the needs of the specific audience groups

Three distinct training delivery methods will be deployed:

- Knowledge Transfer (includes classroom training where applicable)
- User Acceptance Testing (UAT) Training
- Train-the-Trainer Training

Method	Definition and Purpose
Knowledge Transfer	Process of preparing technical and administrator users to assume responsibility for the ongoing maintenance and configuration of the system through side-by-side demonstrations as well as staged learning through study, practice and use
User Acceptance Testing (UAT)	Trainers are given classroom-based training on the basic navigation of the system and then given sample testing scripts to guide them on how to test
Train-the-Trainer	Preparation for State trainers to deliver end user training to state end users. Trainers will be instructed in the course material, and will be given an opportunity to 'teach back' the material to demonstrate proficiency

Table E8-4: Detail on Training Methods.

State Technical Training: Classroom Training

As discussed in the training strategy section, the training for State technical and administrator staff will be a combination of classroom training and knowledge transfer through full immersion. Some of the State technical and administrator staff should be fully immersed into the project from the outset to participate in knowledge transfer activities. The number of actual State technical and administrator staff that will receive knowledge transfer and their actual availability to the project will be determined by the MLCC. The transfer of knowledge will occur during the development of the system. Trainees will be actively involved during the implementation of the system and participate in activities that include new technology in order to acquire knowledge and experience with both hardware and software components.

A schedule will be established so that at least one State designated staff member will be on hand to assist or perform a subset of technical tasks to be performed by the Deloitte Implementation Team. In many cases, the most efficient way to learn to perform technical tasks is by watching it real-time or through experience.

State technical and administrator staff will receive classroom training delivered by the Deloitte Implementation Team. These users will be trained to perform user administration functions in the system, as well as development and maintenance skills required to provide end user application support. State technical and administrator staff will also learn how to manage the system security and other new technology or changes introduced into the state's environment for secure remote information access, document management, data storage management, workflow management and data classification. To the degree that these users can benefit from the end user training developed and offered, they will be invited to join. However as these users may have technical or administrator roles beyond those roles defined for this project, that training will need to be addressed and possibly re-scoped.

The table below identifies the formal classroom offerings recommended by the Deloitte Implementation Team:

Course Topic	Overview	Audience
	•	Business and Technical Users
	•	Business Users and Technical Users
	•	Business Users
	•	Business Users
	•	Business User Supervisors
	•	Business Users
	•	Business Users
	•	Business Users
	•	Business and Technical Users
Salesforce Introduction	• Module #1: Salesforce 101 • Module #2: Customer/Account Management • Module #3: Case Management • Module #4: Reporting and Dashboarding • Module #5: Mobile	Administrators and Technical Users
Navigation	• Module #1: Basic Navigation • Module #2: Page Elements Review • Module #3: Portal Review • Module #4: Security Overview/User Roles	
License Application Process	• Module #1: Application Intake • Module #2: Application Review and Processing • Module #3: Issuance and Renewals • Module #4: Post Issuance Management	
Renewal	• Module #1: Renewal Workflow Overview • Module #2: Renewal Disbursement • Module #3: Automated & Online Renewals	
Supervisory Tasks	• Module #1: Reactivating Complete Workflows • Module #2: Making Assignments in My Tasks	
Enforcement Management	• Module #1: Complaints	

Course Topic	Overview	Audience
	• Module #2: Case Management • Module #3: Inspections and Investigations • Module #4: Violations • Module #5: Mobile	
Financial Processing (Fees and Payments)	• Module #1: Fee Setup and Formulas • Module #2: Payment Management • Module #3: Online Payments	
Executive Services and Server Training	• Module #1: Executive Services • Module #2: Server Training	
Special Sessions	• Module #1: Web, Email and Response Management • Module #2: Document and Letter Generation • Module #3: Advanced Reporting and Dashboards • Module #4: Conducting Audits • Module #5: Amendments	

Table E8-5: Technical Training Classroom Training Topics.

Sample Course Outline and Module Curriculum

Sample Module: Application Intake	
Module Objectives	After completing this module, trainees will be able to: • Perform all activities related to the intake and processing of any application type • Perform all activities related to the renewal of any application • Perform financial tracking functions related to processing applications
Module Duration	Will vary based on final implementation and staffing, but this module will take approximately 10 days
Topics	Topics for this Module will include • Overview of Solution and general CRM adoption best practices • Managing the Retail Application Process • Managing the M&W Application Process • Managing the Special *License* Application Process • Overview of Quota System • Overview of Clocking System and Fee Reduction Process • Managing Transfer of Ownership Requests • Managing the Escrow Process
Scenarios	Scenarios in this module will cover the primary workflow for each of the topics. During the training development process the vendor will identify a set of prior applications to use as live examples for the classes so they represent real world situations.
Exercises	Exercises will include detailed application walk-throughs by instructors, followed by trainees conducting their own walk-throughs based on real applications.

Sample Course: License Application Process – Retail Applications	
Purpose	After completing this course trainees will be able to

	• Perform data entry activities required to process a Retail Application that is received via mail , over the counter, or via the online system.
Length of Course	Typically 4 hours.
Audience	Retail Licensing Staff
# of Attendees	8-10 Max Class Size
# of Sessions	2 Sessions of 2 hours will be conducted in one week. The first session will be a guided walkthrough with the instructor. The second session will be hands on where trainees will go through the process on their own with instructor support.

Table E8-6: Sample Course Outline and Module Topics.

User Acceptance Testing (UAT) Training

The UAT training is based upon the idea that specific users are designated to test the system once configuration is completed to the point of testing readiness. The most efficient approach to this training is to first train the users in a classroom format on the basic navigation of the system and then to utilize sample testing scripts to guide them through how to test.

The goal is for users to be able to function and follow the documented steps but not to have an in depth understanding of the processes.

This section describes the approach taken in training the Agency representatives (who will execute User Acceptance testing) on the detailed know-how on testing the enterprise solution.

The key items that will be covered under these training sessions are:

1. Introduction to the end-to-end test approach
2. Test Architecture and Component overview
3. Staging Environment access procedures
4. Hands-on sessions on Test Management Tool to include:
   a. Test execution procedures
   b. Pass/fail criteria
   c. Result updates
5. Hands-on sessions on Defect Management Tool to include:
   a. Defect workflow orientation
   b. Defect logging procedures
   c. Defect classifications
   d. Defect status updates
6. Walk-through of sample User Acceptance Test cases
7. UAT related Q&A

This tester training will be completed prior to the commencement of User Acceptance Testing.

MLCC Central Support Team will be responsible for providing the logistics around classrooms, projectors, desktops (with access to the test/staging environments).

Train-the-Trainer Training

The Train-the-Trainer method has been determined to be the most efficient method of delivery for projects with a large user community that is geographically diverse. This section describes the timing and approach for Train-the-Trainer instruction.

Content for the Train-the-Trainer sessions will be based on the system configuration and will be further developed using the prototype and appropriate design documents (as accepted by the State prior to implementation). Before scheduling the Train-the-Trainer sessions the configuration of the processes and system will be in a state close to final in order to avoid retraining efforts.

Train-the-Trainer content will be specific to how end users will actually perform their roles. The Train-the-Trainer curriculum will consist of materials that will be developed for three (3) roles:

1. Management/ Supervisory Staff: responsible for the oversight of licenses issued, revenues generated, tracked productivity, and other similar management or supervisory tasks
2. Intake and Approval Staff: responsible for tasks associated with accepting license applications from citizens and approving those applications
3. Case Management Staff or Front-Line Staff: responsible for tasks associated with determining on-going eligibility for issued licenses

The curriculum to be developed will provide a total of 36 hours of classroom or web-based training: Curriculum for each role will be comprised of 12 hours of training which will be delivered as either one and a half (1 ½) 8-hour days or two consecutive 6-hour days, based on the availability of state training rooms and the participants' schedules.

Train-the-Trainer sessions will be conducted in a classroom in state training room/s provided and scheduled by the State. The class size for each session will be limited to 12 – 15 state participants to enable instructors to have the ability to provide attention to student needs and questions. Webinars will also be an option if participants are not able to attend in-person.

Each participant will receive the same core instruction, customized to the department and role. The course will provide the following:

1. Examples of, and training on each license type category
2. Training job aids specific to the different license type categories made available in training classes and online

State instructors will be identified prior to the beginning of training. It is recommended that the State instructor pool be selected from the project Subject Matter Experts. Instructor led Train-the-Trainer sessions will be planned in advance, and the State will schedule the training sessions and coordinate train-the-training session logistics. The Deloitte Implementation Team instructor(s) will teach the end-user courses to the designated state instructors. The State instructors will be assigned sections of the course to study and teach to the other instructors within a specified timeframe.

Sessions will be conducted on the State's implementation or support site using their existing build of the Salesforce Automation product. To prepare the identified State instructors to properly teach their own users requires significant commitment from the State staff. For each 2-day course the staff should commit the 2 days to learn the basics of that course and at a minimum another 3 days to acquire the skills to teach others, including teach back sessions. It is recommended that the designated state Call Center personnel attend these sessions as this will take them through the processes and help them learn to answer questions related to day-to-day operations.

Prerequisite Skills

The table below lists the skills needed to receive the maximum benefit from all of the classroom training sessions.

State Groups	Prerequisite Skills
State Technical Staff	• Proficient in Internet environment

	• General working knowledge of state business processes and functions. • Familiarity with existing system source data • Familiarity with existing system design and structure
State System Administrators	• Proficient in Windows environment • Proficient in Internet environment • General working knowledge of state business processes and functions. • Moderate technical knowledge of database design, database usage, syntax management, and java scripting. • Familiarity with existing system source data • Familiarity with existing system design and structure • Crystal Reports
State Trainers	• General working knowledge of State business processes and functions • Proficient in use of mobile devices • Moderate to advanced skills in adult training approaches; especially in systems and software training
UAT Testers	• Proficient in Windows environment • Proficient in Internet environment • Proficient in use of mobile devices • Working knowledge of State business processes and functions
State End Users	• Proficient in Windows environment • Proficient in Internet environment • Working knowledge of State business processes and functions

Table E8-7: Prerequisite Skills

Training Material Development

The training materials and training structure will be developed in conjunction with state staff using Salesforce's template of training materials. The Deloitte Implementation Team, along with the state staff will be involved throughout the entire life cycle of system development and rollout. Using this approach, the training materials and the training agenda will be developed to meet the specific needs of the State user groups, and further enhances the knowledge transfer and learning process.

- The Deloitte Implementation Team and selected state staff will review the requirements and system documentation
- The Deloitte Implementation Team, with input from State staff and subject matter experts, will draft the initial training materials for each user group
- For Train-the-Trainer, related training analysis, materials design and initial training materials development for the end users alongside technical design's schedule
- The initial draft of the training material will be reviewed by the Deloitte Implementation Team and State staff for completeness and quality. The feedback will be incorporated into the training material
- After the training material is revised based on input from all parties, the material will be presented to the State project manager for additional input and approval

Training Materials

Training classes will provide participants with customized Salesforce training materials and exercises.

- Format of training materials will be determined during training of analysis. Any paper-based materials will be available electronically. The following materials will be developed, as appropriate, for each user group and training session:
- **Course Outlines and Content:** Provide a description of the contents of the classroom sessions
- **User's Manual:** The training materials will make extensive use of the User's Manual
- **Technical Manuals:** Technical manuals will be available to support back-end users
- **Slides:** PowerPoint slides may be developed and included into the training session to provide background knowledge that puts the training materials into context
- **Training Exercises:** Functional and technical based activities that are performed by the students to illustrate how the system is used to perform actual state business functions
- **Training Environment:** Training environment which will be used to support the training exercises

Note: Administrator documentation will not be customized. The suite of Salesforce Reference Guides will be delivered and used during knowledge transfer or any classroom administrator and technical sessions.

MLCC Training Material / Documentation Requirements	How Deloitte meets the requirement
The documentation of components, features, and use of the Salesforce.com shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.	• Deloitte completes documentation with troubleshooting and FAQ in mind • The configuration for the solution for MLCC is detailed around components, features and use of Salesforce.com
All system, operational, user, change, and issue documentation must be available in electronic format, published to an intranet Web site, accessible to State users, and be updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.	• Deloitte will use configuration management practices and approaches we have used successfully for MLCC to date to meet the version management requirements
All system, operations, user, change and issue documentation is to be organized in a format-which is approved by the State. Its form should facilitate updating and allow-for revisions to the documentation to be clearly identified including the three (3) previous versions.	• Deloitte understands the importance of MLCC approval of our documentation format and the importance of having document maintenance in mind – We will work with MLCC to configure our out of the box solution documentation as needed to meet MLCC approval
The Vendor must develop and submit for State approval complete, accurate, and timely system, operations, and user documentation.	• Deloitte understands the needs to be timely with our documentation and we leverage our documentation as an accelerator
The Vendor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.	• Deloitte will communicate frequently with MLCC on any discrepancies we identify in documentation

Training Schedule

The training schedule will be coordinated with the rollout of the project. The training schedule may be modified and updated during the build phase of the effort. Factors which can impact the training schedule will be considered during the schedule creation and monitored throughout training development and preparations. These factors include the readiness and approval of the system, the timeliness of the system approval in order to prepare training materials, the availability of facilities/trainers/resources, and the business priorities of the participants. The specific topics, agendas, and durations of the courses will be determined during this period as well.

Audience	Key activity	Due Date
	Assessment	
	Detailed assessment to identify any specific needs and key stakeholders for training	January 2015
	Design	
	Development of training materials and business processes	March 2015
	Development of Train-the-Trainer materials	March 2015
	Training materials submitted to MLCC (first draft)	Late March 2015
	Training materials submitted to MLCC (final)	Early April 2015
	Training materials accepted	Late April 2015
	Delivery	
Classroom Sessions		
State Staff Trainers, State Staff Supervisors, State Technical Staff	Salesforce Introduction	May 2015
State Staff Trainers, State Technical Staff	Navigation	May 2015
State Staff Trainers	License Application Process	May 2015
State Staff Trainers	Renewal	May 2015
State Staff Supervisors	Supervisory Tasks	May 2015
State Staff Trainers	Enforcement Management	May 2015
State Staff Trainers	Financial Processing (Fees and Payments)	May 2015
State Staff Trainers	Executive Services and Server Training	May 2015
State Administrator Staff, State Technical Staff	Salesforce Administration	May 2015
Business and Technical Users	Special Sessions	May and June 2015
UAT Training		
UAT Testers	UAT Training	Early May 2015
Train-the-Trainer		
State Staff Trainers, End Users	Deliver Train-the-Trainer Training to MLCC State Trainers	June 2015

Training Performance Metrics

The following metrics will be used to measure the completion and success of training and knowledge transfer:

- **Attendance at a Training Session**: The State project manager will be responsible for ensuring that the users attend the training when scheduled. Attendance will be tracked at each training session through the use of a sign in sheet. Each attendee will be required to sign the attendance sign in sheet for each day attended, and the document will be provided to the state project manager at the conclusion of each class session

- **Task assignment completion**: As state technical staff are assigned tasks during knowledge transfer, the tasks will be reviewed and evaluated by the Deloitte Implementation Team to measure the level of understanding. A follow-up Q/A session will occur to allow for state staff to clarify their knowledge and understanding. On a monthly basis, the Deloitte Staff and State Staff will document the tasks completed under the agreement that knowledge transfer occurred successfully

- Teach back sessions will be conducted as part of the train-the-trainer sessions to evaluate the readiness of state instructors to deliver instructor led training to state end users

- Verbal feedback will be provided throughout the 3-day session

- After completion of Train the Trainer activities, a written evaluation will be provided to the State PMO

- One or two instances of Trainer Classroom instruction will be observed by the Deloitte Implementation Team and written feedback will be provided to the State PMO at the conclusion of this observation

- Training Evaluation Forms: In order to assess and document the effectiveness of the training, all trainees will complete a Training Evaluation upon completion of their coursework. A report of those evaluations will be turned over to the state project manager immediately following collection. Salesforce will use an online evaluation at the end of each training session for ease of management and delivery of results.

Training Environment

- Training will be conducted in State facilities, assuming that the State training facilities connect to the State network and that all workstations meet minimum specifications to run software. Therefore, no equipment, other than the workstations, printers and projection system that they have available, is required. If there is a need to host the training via webinar, all trainees will need to connect to the State network and have computers that meet minimum specifications to run software.

- The Deloitte Implementation Team and State Team understand that these sessions must be scheduled in advance in order to confirm availability of staff and facilities

- The training workstations will closely match those used in production so that production response time is accurately reflected

- Workstations will need to be appropriately configured for the project by State technical staff. Each workstation will have network connection to the training database and web browser capabilities.

Training Signoff

It is important to formally agree that training is complete. Attendance sign in sheets will be used as proof of delivery and to show the individual users received the training.

Sign off is required as per the agreement between the State Team, and the Deloitte Implementation Team that the training has been completed satisfactorily.

The acceptance process will follow the standard Deliverable Acceptance Process developed and managed by the join Program Management Office.

EXHIBIT 6

[Support Contacts]

Calls will be directed to Deloitte Help Desk at a number to be provided before Go-Live. This Exhibit is to be updated with the Help Desk number when provided.