

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **14**
 to
 Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Various	MULTI
	Contract Administrator	Jordan Sherlock 517-243-5556 sherlockj@michigan.gov	DTMB

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	0 - 1 Year	October 31, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,178,829.15	\$55,552.80	\$2,234,381.95		

DESCRIPTION

Effective 3/26/2021, this contract is incorporating the attached Statement of Work, and is increased by \$55,552.80.

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



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

Project Title: eMaint Enterprises, LLC. – Complete Implementation of eMaint System at psychiatric hospitals and provide M & O support Contract: 071B4300014	Period of Coverage: 05/01/2021 – 4/30/2022
Requesting Department: Department of Technology, Management and Budget (DTMB) in conjunction with Michigan Department of Health and Human Services (DHHS)	Date: 2/24/2021
Agency Program Manager: Nick Norcross	Phone: 517-241-3131
DTMB Program Manager: Heather Eakin	Phone: 517-528-5675

I. BACKGROUND

The State of Michigan (“State”) has an enterprise Contract #071B4300014 with eMaint Enterprises, LLC (“eMaint”) for a vendor hosted facility maintenance management system. Multiple state psychiatric hospitals have received reportable audit findings from the Office of the Auditor General (OAG) that building and facility maintenance was not tracked sufficiently. Work had been done to transition tracking of maintenance projects to a DTMB supported system, however, such a system has yet to be developed. The hospitals are currently operating without a workable solution. The implementation, training, Maintenance and Operations (M & O) support provided by eMaint Enterprises; LLC will resolve the audit findings.

II. PROJECT OBJECTIVE

This is a State Hospital Administration request. The eMaint solution manages facility maintenance work requests, work orders, provides reports and dashboards, and allows for equipment inventory management. The Caro Center currently has the eMaint. system implemented and are using it. The Center for Forensic Psychiatry (CFP) has only partial implementation and are not able to use the eMaint system. The intent of Michigan Department of Health and Human Services (MDHHS) is to complete the implementation at CFP so that they may use the eMaint system, and to implement at the rest of the State Hospitals (Kalamazoo, Hawthorn, and Walther Reuther). MDHHS intends to have the vendor provide one-time, on-site training, and ongoing Maintenance and Operations (M & O) for the period of coverage from 05/01/2021 through 04/30/2022.

All terms, conditions, specifications, and pricing remain as stated in the Contract.

III. SCOPE OF WORK

eMaint Enterprises, LLC (eMaint) will deliver the Services as detailed on the Attached Subscription and Order Form Agreements, which serve as Appendices to this SOW:

- Q-70936 - Caro Center
- Q-69584 - Center of Forensics Psychology
- Q-70838 - Walter Reuther Psychiatric Hospital
- Q-70850 - Hawthorn Center
- Q-70837 - Kalamazoo Psychiatric Hospital

The Order Form Appendices specify the following Services:

- a. 12-month Self-Starter Subscriptions: for Hawthorne, Kalamazoo, and Walter Reuther Psychiatric Hospitals.
- b. Remote System Setup and Implementation Service performed on eMaint instances: for Hawthorne, Kalamazoo, Walter Reuther, and CFP Psychiatric Hospitals.
- c. On-site training delivered to users at Caro Center, Hawthorn Center, and CFP, Walter Reuther, and Kalamazoo Psychiatric Hospitals.

IV. PAYMENT SCHEDULE

Payments for the Services as listed in the Appendices will be made in accordance with the payment table listed below.

Location	¹ Remote Implementation Setup Service	² On-Site Training	Fees for Annual Subscription Term for 05/01/21 to 04/30/22 (includes hosting and M & O)	3-day Boot Camp	Totals
Caro	³ N/A	\$6,300.00	⁴ N/A		\$6,300.00
CFP	\$4,500.00	\$6,300.00	⁵ N/A	⁶ \$0.00	\$10,800.00
Walther Reuther	\$4,500.00	\$6,300.00	\$1,891.50		\$12,691.50
Hawthorne	\$4,500.00	\$6,300.00	\$1,134.90		\$11,934.90
Kalamazoo	\$4,500.00	\$6,300.00	\$3,026.40		\$13,826.40
Total	\$18,000.00	\$31,500.00	\$12,105.60	⁶\$0.00	\$55,552.80

¹ Remote Implementation Setup Service is invoiced upon SOW acceptance and according to terms of Contract #071B4300014.

² On-Site training to be invoiced upon completion of training service. Approved travel expenses will be billed as incurred, according to DTMB travel policy.

³ Implementation already completed for Caro location.

⁴ & ⁵ Annual Subscription Fees for Caro Center and CFP Psychiatric Hospital are paid through 10/31/2021.

⁶ Boot Camp seat is included for CFP Psychiatric Hospital at no additional charge.

V. CONTACTS

The designated Vendor Program Manager is:

Rob Yeager, Sr. Customer Success Manager
eMaint Enterprises LLC
3181 N. Bay Village Court
Bonita Springs, FL 34135
239-494-8928 ext. 7524
Robert.yeager@fluke.com
Fax: 253-323-6353

Fax Instructions: PDF format only. Create an email with Send To address by taking the fax number and adding a 1 to the front and @efaxsend.com to the end. (ex: 18567638909@efaxsend.com). A subject line is not required unless the sender requests it. You will get back a "Sent Successfully" or "Unsuccessful Send" message when you send the fax.

The designated DTMB Program Manager is:

Heather Eakin
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
517- 528-5675
EakinH@michigan.gov

The designated Agency Program Manager is:

Nick Norcross
Michigan Department of Health & Human Services
State Hospital Administration
Elliott Larsen Building
320 S. Walnut
Lansing, MI 48933
517-241-3131
NorcrossN@michigan.gov

VI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.

Signature *Hannelore Fineman*
Hannelore Fineman

Name

VP, Sales & Special Projects
Title

eMaint Enterprises, LLC
Company Name

Date: 3/4/2021 | 4:42 PM EST

Signature

Name

Title

Company Name

Date: _____



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 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 **13**
 to
 Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@fluke.com
	CV0007192

STATE	Program Manager	Various	DTMB
	Contract Administrator	Jordan Sherlock	DTMB
		(517) 243-5556 sherlockj@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,042,329.15	\$136,500.00	\$2,178,829.15		

DESCRIPTION
 Effective December 1st, 2020, the Michigan Department of Transportation is adding \$136,500.00 to continue maintenance and support of eMaint X3.
 All other terms, conditions, specifications and pricing remain the same per contractor and agency agreement, and DTMB Procurement approval.



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CONTRACT CHANGE NOTICE

Change Notice Number **12**
 to
 Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Todd Perry	MULTI
		517-284-7949	
	PerryT@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
(517) 243-5556			
sherlockj@michigan.gov			

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	2 Years	October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,659,890.25	\$382,438.90	\$2,042,329.15		

DESCRIPTION

Effective October 1, 2020, this Contract is increased by \$382,438.90. The following, \$343,496.40 is for the extension of 2 years of maintenance and support for the Facilities Maintenance Management Solution. This will continue to be paid at \$42,937.05 quarterly. The additional \$38,942.50 will be used for an upgrade from BOD's X3 tool to the current version of X4. The new expiration date of this Contract is October 31, 2022.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/27/2020.



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number 11
 to
 Contract Number 071B4300014

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@fluke.com
	CV0007192

STATE	Program Manager	Todd Perry	MULTI
		517-284-7949	
	PerryT@michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
sherlockj@michigan.gov			

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 31, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$1,659,890.25	\$9,889.97	\$1,669,780.22

DESCRIPTION

Effective September 4, 2020, MDHHS is adding \$9,889.97 to this contract. \$5,859.67 is to pay the annual renewal of eMaint program/inventory system FY19/20 and \$4,030.00 is for the Caro hospital maintenance and operations.

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



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

Project Title: EMaint Enterprises LLC. - Purchase Order Creation – M & O for Caro Hospital Contract: 071B4300014	Period of Coverage: 09/30/2020 – 09/30/2021
Requesting Department: Department of Technology, Management and Budget (DTMB) in conjunction with Michigan Department of Health and Human Services (DHHS)	Date: 9/1/2020
Agency Program Manager: Nick Norcross	Phone: 517-241-3131
DTMB Program Manager: Heather Eakin	Phone: 517-528-5675

I. BACKGROUND

Contract 071B4300014 for the State of Michigan (State), Michigan Department of Health and Human Services (DHHS) State Hospital Administration, through the Michigan Department of Technology, Management & Budget (DTMB), was extended. The new expiration date of the contract is 10/31/2022. This Contract was established for a vendor hosted facility maintenance management system.

II. PROJECT OBJECTIVE

Generate a new annual purchase order (PO) to allow for payment of Maintenance and Operations (M & O) costs for the eMaint. system at the Caro Psychiatric Hospital for the period of 09/30/20 – 09/30/21.

The amount of the PO shall be \$4,030.00 as outlined in attached Invoice #SO22882 provided by eMaint. Enterprises LLC – annual, automatic M & O charges, per the terms and conditions of the Contract.

All terms, conditions, specifications, and pricing remain as stated in the Contract.

III. SCOPE OF WORK

PO to be created for continued M & O as outlined within the Contract. This PO will cover the time period of 09/30/20 – 09/30/21 of the extended Contract.

IV. PAYMENT SCHEDULE

Payment will be made annually as stated in the contract.

V. CONTACTS

The designated DTMB Program Manager is:

Heather Eakin
Michigan Department of Technology, Management and Budget, Agency Services
Chandler Building, 1st Floor
300 East Michigan Avenue
Lansing, MI 48933
517- 528-5675
EakinH@michigan.gov

The designated Agency Program Manager is:

Nick Norcross
Michigan Department of Health & Human Services
State Hospital Administration
Elliott Larsen Building
320 S. Walnut
Lansing, MI 48933
517-241-3131
NorcrossN@michigan.gov

VI. LOCATION OF WHERE THE WORK IS TO BE PERFORMED

The work is to be performed, completed, and managed at the Contractor's location(s) or the hosted/data center providers that Contractor utilizes.

eMaint Enterprises, LLC
Bonita Springs, FL



REMIT PAYMENTS TO:
307 Fellowship Road, Suite 116, Mount Laurel NJ, 08054

SALES ORDER #: **S022882**
DATE: **06/24/2020**

BILL TO: Caro Center
2000 Chambers Road
Caro, MI 48723

P.O. NUMBER	DUE DATE	SUBSCRIPTION END	ORDERED BY
	09/30/2020	09/30/2021	

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
12	MX Mobile Users - Annual Subscription	\$120.00	\$1,440.00
3	Self Starter Named Annual	\$780.00	\$2,340.00
1	Web Form Link Request Option - Annual	\$250.00	\$250.00
SUBTOTAL			\$4,030.00
Sales Tax			\$0.00
TOTAL			\$4,030.00



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
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CONTRACT CHANGE NOTICE

Change Notice Number 10

to

Contract Number 071B4300014

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Michael Holsinger	MULTI
		517-284-7946	
		holsingerm@Michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		517-243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 Year	October 31, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,488,142.05	\$171,748.20	\$1,659,890.25		

DESCRIPTION

Effective October 30, 2019, this Contract is increased by \$171,748.20 for the extension of 1 year of maintenance and support for the Facilities Maintenance Management Solution. This will continue to be paid at \$42,937.05 quarterly. The new expiration date of this Contract is October 31, 2020.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 11/19/2019.



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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 **9**

to

Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Michael Holsinger	MULTI
		517-284-7946	
		holsingerm@Michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,316,393.85	\$171,748.20	\$1,488,142.05		

DESCRIPTION

Effective 12/6/2018, this contract is increased by \$171,748.20 for the Building Operations Division (BOD) to cover Computerized Maintenance Management Software services from November 1, 2018 through October 31, 2019. BOD is now paying for this service quarterly in the amount of \$42,937.05 per quarter.

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



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Michael Holsinger	MULTI
		517-284-7946	
		holsingerm@Michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2018

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1	<input type="checkbox"/>		October 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,316,393.85	\$0.00	\$1,316,393.85		

DESCRIPTION

Effective 10/17/2018, the State is exercising the third and final option year available on this Contract. The revised contract expiration date is 10/30/2019.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, 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 **7**

to

Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
	CV0007192

STATE	Program Manager	Michael Holsinger	MULTI
		517-284-7946	
		holsingerm@Michigan.gov	
	Contract Administrator	Garrick Paraskevin	DTMB
		(517) 284-6993	
		paraskeving@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2018

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,144,645.65	\$171,748.20	\$1,316,393.85		

DESCRIPTION

Effective 7/5/2018, this Contract is increased by \$171,748.20 for Building Operations Division to cover Computerized Maintenance Management Software services from November 2017 through October, 2018.

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



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
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CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
*****7612	

STATE	Program Manager	Michael Holsinger	MULTI
		(517) 284-7946	
		holsingerm@Michigan.gov	
	Contract Administrator	Malu Natarajan	DTMB
		(517) 284-7030	
		natarajanm@michigan.gov	

CONTRACT SUMMARY

FACILITIES MAINTENANCE MANAGEMENT SOLUTION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 30, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,125,793.65	\$18,852.00	\$1,144,645.65		

DESCRIPTION
Effective January 23, 2018, the State adds \$18,852.00 to the Contract for Kalamazoo Pyschiatric Hospital per the attached quote. All other terms, conditions, specifications, and pricing remain the same. Per agency request, 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 **5**

to

Contract Number **071B4300014**

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x7120
	hannelore.fineman@emaint.com
	*****7612

STATE	Program Manager	Michael Holsinger	DTMB-IT
		856-810-2700	
		holsingerm@Michigan.gov	
	Contract Administrator	James Topping	DTMB
		(517) 284-7000	
		toppingj@michigan.gov	

CONTRACT SUMMARY

HOSTED COMPUTERIZED MAINTENANCE MANAGEMENT SOLUTION			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		October 31, 2018
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,082,856.60	\$42,937.05	\$1,125,793.65		

DESCRIPTION

Effective 8/22/2017 the State exercises a second option year. The new contract revised expiration date is 10/31/2018. The State adds funding for maintenance and support for the period of 10/31/2017 - 1/31/2018 per the attached quote. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB procurement approval.

eMaint Enterprises, LLC
Bonita Springs, FL



REMIT PAYMENTS TO:
438 N Elmwood Rd, Marlton NJ, 08053

SALES ORDER #: SO6105
DATE: 07/14/2017

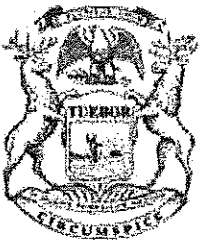
BILL TO: State of Michigan
530 W. Allegan Street
Lansing, MI 48933

P.O. NUMBER	DUE DATE	SUBSCRIPTION END	ORDERED BY
	10/31/2017	01/31/2018	

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
227	Self Starter Named Annual DTMB	\$189.15	\$42,937.05
Total (USD)			\$42,937.05

Please note that according to the terms and conditions of your contract, renewal is automatic unless written notice is received 10 days prior to subscription end date. Terms and conditions apply to all subscriptions and services listed on this invoice.

TO PAY BY CREDIT CARD, WIRE TRANSFER, ACH OR EFT:
Please call Accounts Receivable
856-810-2700 opt. 3
AR@emaint.com



**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 4

to

Contract Number 071B4300014

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	hannelore.fineman@emaint.com
*****7612	

STATE	Michael Holsinger	DTMB-IT
	856-810-2700	
	holsingerm@Michigan.gov	
	James Topping	DTMB
	(517) 284-7032	
	toppingj@michigan.gov	

CONTRACT SUMMARY				
HOSTED COMPUTERIZED MAINTENANCE MANAGEMENT SOLUTION				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	NA	<input type="checkbox"/>	NA	October 30, 2017
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,054,871.60	\$27,985.00	\$1,082,856.60		
DESCRIPTION				
Effective June 23, 2017, this contract is hereby amended and increased by \$27,985.00 in accordance with the attached invoice. All other terms, conditions, specifications and pricing remain the same. Per DTMB, Contractor, Agency agreement and DTMB Procurement.				



CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 071B4300014

CONTRACTOR	EMAINT ENTERPRISES, LLC
	438 N. Elmwood Road
	Marlton, NJ 08053
	Hannelore Fineman
	856-810-2700 x 7120
	Hannelore.Fineman@emaint.com
	*****7612

STATE	Program Manager	Holsinger, Michael	DTMB - BOD
		856-810-2700	
	holsingerm@Michigan.gov		
	Contract Administrator	Malu Natarajan	DTMB
(517) 284-7030			
NatarajanM@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Hosted Computerized Maintenance Management Solution				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 31, 2013	October 30, 2016	3 - 1 Year	October 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		October 30, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 807,760.00		\$ 247,111.60	\$ 1,054,871.60	

DESCRIPTION: Effective August 1, 2016, the first option year available on this contract is hereby exercised and hereby increased by \$ 247,111.60 for DTMB BOD, MDOT and DHHS use. The revised contract expiration date is October 30, 2017. Please note the Contract Administrator has been changed to Malu Natarajan. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on July 26, 2016.

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. 071B4300014
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
eMaint Enterprises, LLC 438 N. Elmwood Road Marlton, NJ 08053	Hannelore Fineman	hannelore.fineman@emaint.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(856) 810-2700 ext 7120	7612

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Michael Holsinger	(517) 284-7946	holsingerm@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Simon Baldwin	(517) 284-6997	baldwins@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Hosted Computerized Maintenance Management Solution X3 for Transportation Construction Inventory				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 31, 2013	October 30, 2016	(3) 1-Year Options	October 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	October 30,2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$747,760.00		\$60,000.00	\$807,760.00	

DESCRIPTION: Effective November 23, 2015, This Contract is hereby increased by \$60,000.00, to add Maintenance and Support for, the now, 227 named users of this Contract per the pricing table found below. Please note, the named user license - annual subscription cost has been reduced to \$756.60 per user for the duration of the Contract and all available options. Also please note, the Contract Administrator has been changed to Simon Baldwin and the Program Manager has been changed to Michael Holsinger. All other terms, conditions, specifications, and pricing remain the same, per Contractor and Vendor agreement, and DTMB Procurement approval.

Pricing is fixed firm for Operations Services, Maintenance and Support, including Hosting and Help Desk per Attachment G – Cost Table, Table 2a of the original Contract.

Service Period	Charge Detail	Total
12/01/2015- 11/30/2016	Charge Name: Annual Fee Quantity: 227 Unit Price: \$756.60	\$171,748.20

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

**CHANGE NOTICE NO. 1
 to
 CONTRACT NO. 071B4300014
 between
 THE STATE OF MICHIGAN**

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
eMaint Enterprises, LLC 438 N. Elmwood Road Marlton, NJ 08053	Hannelore Fineman	Hannelore.Fineman@emaint.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(856) 810-2700 ext 7120	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Meghan Butler	(810) 984-3131	Butlerm14@michigan.gov
BUYER	DTMB	Chris Mitchell	517-284-7020	mitchellc4@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Hosted Computerized Maintenance Management Solution X3 for Transportation Construction Inventory				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 31, 2013	October 30, 2016		October 30, 2016	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
N/A	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				
DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSIO N	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$31,760.00		\$747,760.00		

Effective September 29, 2014, six licenses for the Blue Water Bridget site are hereby added to the eMaint X3 hosted computerized maintenance management system. All other terms, conditions, pricing and specifications remain the same. Per contractor and agency agreement and DTMB Procurement approval.



eMaint X3 Online Sales Quotation

Account Name State of Michigan

Account Name State of Michigan
 Contact Name Meghan Butler
 Phone 810-984-3131
 Email butlern14@michigan.gov

Created Date 7/14/2014
 Prepared By Hannelore Fineman
 Phone (856) 810-2700
 E-mail hannelore.fineman@emaint.com

Bill To Name State of Michigan
 Bill To 530 W. Allegan Street
 Lansing, MI 48933
 United States

Ship To Name State of Michigan

Product	Description	Unit Price	Quantity	Extended Price
X3 "Self Starter" Named User License - Annual Subscription	- 24/7 system access for all standard users - Access for Standard Users and for Mobile Users - Unlimited Work Requestor Users - Daily data backups - Automatic system updates and upgrades - Toll-free Helpdesk Support via phone, email and live chat as well. - Access to online system documentation - Invitations to free, monthly, "Best Practices" workshops and webinars offered each month. - Invitations to all New Features live and recorded trainings - eMaint University Subscription for all users. eMaint University delivers over 100+ recorded trainings, tutorials and courses that can be accessed at any time. In addition, eMaint University has a roster of over 30 live, web-based, instructor-led courses each month that your users can pre-register for and attend. This training portal will be available to all users for duration of contract. This approach is especially useful as you bring more or additional users into the fold at any time. You have a built-in tool that enables you to quickly and cost-effectively get your users trained in the use of the system.	USD 780.00	6.00	USD 4,680.00
Project Management Services	Remote Project Planning Session(s) at beginning of project and Weekly Project Status Meetings (total of 4 project status meetings)	USD 1,600.00	1.00	USD 1,600.00
Custom Configuration	Requirements Validation & Configuration Services Includes the following activities: - Prepare Solution Configuration Plan - System Configuration and Setup Services for Work Requests, Work Orders, Projects, PM tasks, Contacts, Workflow Processes, Reports & Dashboards, Users and User Rights - Configuration Testing.	USD 15,000.00	1.00	USD 15,000.00
On-Site Services	Prepare On-Site Agenda Provide 3 days of On-site Training	USD 1,600.00	3.00	USD 4,800.00
Data Import - Standard Spreadsheet	Data Import from Standard Spreadsheet Template. Assumes a total of four (4) data import activities for Assets, Contacts, PM Tasks, and Parts.	USD 200.00	5.00	USD 1,000.00

Total Price USD 27,080.00



eMaint X3 Online Sales Quotation

Account Name State of Michigan

Acceptance, Terms, Notes:

Net 30 terms. Quote is valid for 30 days from date issued. Travel expenses for on-site services are additional and billed as incurred. eMaint will issue your Order Form upon receipt of your purchase order. A signed Agreement and Order Form is required to schedule this engagement.

AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

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

**NOTICE
 OF
 CONTRACT NO. 071B4300014**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
eMaint Enterprises, LLC 438 N. Elmwood Road Marlton, NJ 08053	Hannelore Fineman	Hannelore.Fineman@emaint.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(856) 810-2700 ext 7120	

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

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Hosted Computerized Maintenance Management Solution			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	October 31, 2013	October 30, 2016	3, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$716,000.00

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

CONTRACT NO. 071B4300014
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
eMaint Enterprises, LLC 438 N. Elmwood Road Marlton, NJ 08053	Hannelore Fineman	Hannelore.Fineman@emaint.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(856) 810-2700 ext 7120	

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

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Hosted Computerized Maintenance Management Solution			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	October 31, 2013	October 30, 2016	3, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$716,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R3200030. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: 071B4300014

FOR THE CONTRACTOR:	FOR THE STATE:
eMaint Enterprises, LLC Firm Name	Signature
Authorized Agent Signature	Jeff Brownlee, Chief Procurement Officer Name/Title
Authorized Agent (Print or Type)	DTMB Procurement Enter Name of Agency
Date	Date



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Attachment E: Required Hardware and Software

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Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Technology, Management & Budget (MDTMB), and Building Operations Division (BOD), has issued this Contract for a Hosted Computerized Maintenance Management Solution. The solution will be a web-based, commercial, hosted product. This product will deliver automated work order and asset management, reports, dashboards, condition monitoring, inventory management and wireless mobile functionality. This project includes the implementation of a vendor-hosted web-based Commercial Off-The-Shelf (COTS) solution, data conversion and migration, training and maintenance, and support.

1.002 BACKGROUND

BOD manages and operates 40 buildings in the executive branch of state government. The mission of BOD is to provide vital administrative and technology services to tenants.

Computerized Maintenance Management Software (CMMS) has been utilized more than 12 years for work order management and reporting. The existing system does not readily support future initiatives. Technology has advanced and tools have been developed that can meet BOD's future needs. BOD has a current existing system that is targeted for phase-out on successful implementation of the new solution. The current system is an internally-hosted IBM Maximo solution that is due to be taken out of support.

The goals of this project are to reduce operating costs while improving delivery of core services, to meet audit requirements for inventory, and to reduce response time to customer requests.

This project is internal to BOD and does not affect or include other projects. This project involves the entire BOD portfolio of buildings (Capitol Complex, Secondary Complex and buildings outside of the Lansing area). Users include building trades' staff, supervision and management, specified Design and Construction staff, Real Estate Division staff and Financial Services staff.

Link to DTMB/Facilities web site:

<http://www.michigan.gov/dmb/0,4568,7-150-9141---,00.html>

1.1 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Project Initiation and Planning
- Requirements Validation
- Contractor-Hosted Software as a Service:
- Implementation
 - Configuration
 - Data Conversion
 - Data Migration
 - Testing
 - Production Go-live
- Training
- Documentation
 - Online user manuals
 - Online help manuals
- Operation Services, Maintenance and Support
 - Hosting
 - Help Desk
 - Online Technical Support



The State reserves the right to add additional services, including increase in contract value, based on agreement with the Contractor.

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

1.102 OUT OF SCOPE

The following products and services are out of scope for this Contract:

- Hardware
- Software development and customization of software code
- Software installable at user location

1.103 ENVIRONMENT

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided must comply with all applicable State IT policies and standards in effect at the time the RFP is issued. The Contractor awarded the contract must request any exception to State IT policies and standards in accordance with DTMB processes. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception.

Contractor is required to review all applicable links provided below.

Enterprise IT Policies, Standards and Procedures:

<http://michigan.gov/dmb/0,4568,7-150-56355---,00.html>

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

The State's security environment includes:

- Secured Socket Layers.

IT Strategic Plan:

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

IT eMichigan Web Development Standard Tools:

http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

**The State Unified Technology, Management and Budget Environment (SUITE):**

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

Agency Specific Technical Environment

- Desktop Workstations: Windows XP and Windows 7
- Browser: IE 8.0 and IE 9.0
- For wireless functionality, the smartphone platform presently utilized is Apple IOS6. For alarm notification from state equipment, using an email as the prompt, the system must have the capability to generate a work request with the specific email content automatically, without human intervention. The work request must arrive in the state CMMS account within one (1) hour of initial email transmission.

1.104 WORK AND DELIVERABLES**I. Services (work) To Be Provided and Deliverables**

Contractor will do all things necessary to provide the solution detailed herein. Contractor will effect Go-Live in Production of the Solution within eight weeks of the Project Initiation Orientation Meeting. If this deadline is not met, the State will initiate a formal Vendor Performance Review to determine the cause of the delay. Failure due to the Contractor's actions or omissions to meet this deadline may lead to the assessment of liquidated damages. Failure due to the Contractor's part actions or omissions resulting in a delay exceeding four weeks from the original go-live deadline may result in the State terminating the Contract.

The State seeks a Computerized Maintenance Management Solution (Solution). The Solution will be a web-based, configurable, commercially-hosted product. This product will deliver automated work order and asset management, reports, dashboards, condition monitoring, inventory management and wireless mobile functionality.

A. Project Initiation and Planning

Contractor is responsible for working with the State to initiate and provide planning resources and services to ensure the Solution is ready for go-live production by the target date listed above. This includes all the services detailed in 1.300 Project Planning and 1.400 Project Management

As an initial step, Contractor will participate in an initial **Orientation Meeting** on-site at State's location in Lansing, MI to discuss the content and procedures of the Contract. At this same time, Contractor will also seek to conduct an initial on-site **Pre-implementation Planning and Assessment** meeting with appropriate team members from State of Michigan MDTMB and BOD. The purpose of this meeting will be to review the draft project plan in preparation for submitting the plan for final approval to the State project manager. Based on that review process, Contractor will submit a **Project Plan** for approval to the State manager. The project plan will be in agreement with the Article 1, Section 1.104 Work and Deliverables, and will include the items outlined in Article 1, Section 1.301 C. Project Control. Contractor will develop its Project Plan using Gantter, a tool similar to MS Project whose files can be imported into MS Project.

Contractor will follow the guidelines in accordance with the State's SUITE methodology as indicated on its site <http://www.michigan.gov/suite>.

Report formats will be submitted to the State's project manager for approval within 5 business days after execution of the Contract.

Contractor will provide a weekly Project Update Report and a quarterly Operational Status Report as indicated in Article 1, Section 1.302 Reports.

The State will provide the following resources for these services:

- State Project Manager: One (1). Responsible for overall project guidance, project performance metrics, project budget, reporting and communication between the State project champion/project manager and Contractor.



- Subject Matter Expert(s) (SME): Two (2). The role of the SME is to provide the Contractor Team with information regarding people, process, and data related to the implementation. They are usually representatives of the future system users. The number of SMEs that State assigns to the project depends on internal roles.

B. Requirements Validation and Solution Configuration

Contractor is responsible to meet with State staff to review the specified requirements (see Attachments A, B, and C) to ensure that the Solution can be implemented successfully. Contractor will identify any functional or technical issues that need to be addressed for successful implementation and propose resolutions to be undertaken as part of Section D. Implementation. As a result, Contractor will provide a Solution Configuration Plan to detail how the Solution will be set up to provide the State's requested functionality. Contractor will provide a Screen Configuration Plan to portray data to the State's satisfaction. At the State's request, Contractor will provide Solution and Network Architecture information relevant to DTMB submitting and approving an Enterprise Architecture Solution Assessment and an IT Security Assessment.

If any issues need to be addressed, Contractor will recommend approaches and/or propose solutions and seek approval from State for these recommendations. If there are no issues to be addressed, Contractor will prepare and present a Solution Configuration Plan and Screen Configuration Plan, based on information collected via the Pre-Implementation Planning session(s) or provided by the State's SMEs.

Once approved by the appropriate State team member, Contractor will proceed with applying the system and screen configuration to match agreed upon requirements. If, during the course of system or screen configuration, Contractor identifies a better or more efficient/effective approach to accomplish the configuration goals, Contractor will present this alternative recommendation to the State project manager and if the project manager approves, Contractor will proceed with the alternative recommendation that it made.

Contractor will provide the following staff to provide these services:

- Project Manager: One (1). Will present the Solution Configuration Plan and Screen Configuration Plan to the State project manager and/or other appropriate State personnel for approval to proceed with executing the plan.
- Contractor Product Specialist: Two. Product Specialists are matched to the appropriate project portion based on skill set. Product Specialists primarily deliver system configuration sessions as determined by the project plan. The product specialists will play a primary role in gathering the information required for the Solution Configuration and Screen Configuration Plans and will play a primary role in drafting the Plans.

C. Contractor-Hosted Software as a Service

Contractor will provide the Solution, hosted at their own location, and accessible to the State over the public Internet, which will provide the following service functions:

- Work Requests and Work Orders

The Solution will manage work requests and work orders through a work order tracking system that is configurable for both workflow and required data input, to promote flexibility and efficiency in the State's business. The Solution will be accessed through an Internet URL link, which will provide access to all data related to any given asset stored in the Solution. Scheduling work orders may be accomplished with built-in drag-and-drop functionality.

- Reports & Dashboards

The Solution will include up-to-the-minute reports, customizable Key Performance Indicators (KPI), and dashboards. This is built-in functionality which will put these tools directly into the hands of designated State staff. Reporting must include a broad range of user-definable metrics to represent real operational conditions. Some examples of report contents could include open work orders, wait times for material, high-low-average work order acknowledgement time, work order aging, 'stale' inventory, asset condition index, asset reliability, and employee utilization.



- Condition Monitoring
Condition Monitoring defines acceptable boundaries for equipment operation, import readings, and graph results. The Solution will provide information on included inventory to support both preventative and predictive maintenance. The Solution must accept a trigger message from the State, and will automatically generate a work request or work order.
- Inventory Management
The Solution will enable management of inventory across multiple locations, support First-In First-Out (FIFO) and Last-In First-Out (LIFO) inventory methods, associate parts with assets and Preventive Maintenance (PM) Work Orders, and provide robust reporting for inventory tracking and accounting, including the following functional areas:
 - Full Requisitioning and Receiving capabilities
 - Barcode tracking software capability
 - Manage multiple inventory locations
 - Track cost of parts issued and returned against work orders
 - Manage stock and non-stock parts and materials
 - Auto-issue parts when a Preventive Maintenance work order is closed
 - Select FIFO or LIFO inventory accounting methods
 - Relate parts to assets and PMs for easy issuing
- Mobile Solution
The Solution will provide a wireless interface for smartphones and barcode scanners. Utilization of mobile functionality will facilitate near-real-time data collection capabilities for work management and reporting.
 - As typical of generally accepted best industry practices for CMMS, the Solution must also include mobile smartphone work order creation and delivery for line staff.
 - The Solution must include mobile bar code scanning functionality for identification of assets and inventory.
 - The Solution will provide access to Reports & Dashboards, Condition Monitoring, and Inventory Management, as is typical of generally accepted best industry practices for CMMS.

D. Implementation

Contractor will create, configure, and provide a customer account for DTMB-BOD in their online Solution. Contractor will populate the account with the State's existing Assets, Job Plans, Work Order Schedules, Historical Work Orders, Inventory and Tools.

Contractor's responsibilities as part of this stage will include, but not be limited, to:

- Solution account creation
- Solution configuration, including configuration of reports and start centers according to the approved configuration plans detailed above.
- Provision of Solution information for State documentation of Enterprise Architecture Solution Assessment
- Data Conversion of existing and current State data from Maximo to the new Solution, which will be provided to Contractor in Microsoft Excel format.
- Data Migration
- Solution Testing, including:
 - System Testing
 - User Acceptance Testing
- Solution Go-Live to Production
 - Contractor will provide a 30-day Performance Warranty for the Solution in production, per Section 2.311 of the Contract.

Contractor's approach to providing Implementation Services will as follows:

1. Verify Contractor Account Team. Team to consist of a combination of the following roles/skill sets: Project Manager, Customer Success Manager, CMMS Implementation Specialist, Contractor Product Specialist,



CMMS Trainer. Appropriate individuals from the account team will be assigned to complete the implementation steps outlined above.

2. Account Creation. Contractor will provision and setup access to the Contractor X3 Online account. Contractor will setup the initial system administrator user on the account. Contractor will advise State on how to access the account.

3. Solution Configuration/Data Conversion. Appropriate Contractor team members will perform, conduct and deliver the following services remotely, based on information contained in the agreed upon Solution Configuration Plan, Screen Configuration Plan, and State submitted excel spreadsheets containing State data for Assets, Job Plans, Work Order Schedules, Historical Work Orders, Inventory and Tools. Contractor will engage State in interactive, remote, web meetings/conference calls to review the system configuration and setup and review the preliminary data import to get State feedback on configuration in preparation for the configuration refinement step.

- Initial System and Screen Configuration on State's X3 account based on Plans.
- Preliminary data import into X3 account.
- Refine system configuration and data import based on State feedback.
- Refine data import routine based on review

4. System Testing. Testing is a formal step within Contractor's SDLC (software development life cycle). With every system release, functional requirements are paired with modified artifacts to develop test cases within a test plan. The test plan is executed against test and staging environments prior to a release being promoted into Contractor's production environment. System testing is an Contractor internal process.

5. User Acceptance Testing. Once configuration activities are complete according to agreed upon plan, and once data conversion activities are complete, Contractor will create a copy of State's production account in our testing/sandbox environment which is a replica of Contractor's production environment. Contractor will establish a small subset of users on the sandbox account with appropriate user access rights. Contractor will provide user login access to this "sandbox" account so that State can access the account. Similar to the configuration process, Contractor will engage State in an interactive, remote, web meeting/conference call to review the system configuration and the data import and show State how to evaluate the configuration and the data. Contractor will provide State with a Data Conversion sign-off form and a Configuration sign-off form that State can sign, date and return, signifying acceptance.

6. Creating Users/User Rights. This step is performed by the State. Contractor can review with the the State's the easy steps involved in creating users. Contractor can assist State with creating User templates with the appropriate user credentials associated with those templates. Once the User templates are in place, State can easily associate the appropriate User rights template to the appropriate Users.

7. Solution Go-Live to Production-Preparation.

Once we are confirmed that the configuration is satisfactory, the solution is ready for Go-Live/Production. Via remote web meeting/conference call, a member of the account team meets with appropriate State team member(s) to review the following.

- Confirm that the System Configuration supports State goals
- Verify Go-live date
- Verify user rights aligned with system usage
- Verify data import, if applicable, is accurate and complete

At the State's request, a Contractor team member can be on-site at State location on the "Go Live" date to provide on the ground support to the State during the Go Live. This can be reviewed during the Project Planning phase.

8. Performance Warranty period. Unlimited, remote access via phone, email and live chat to the State's Contractor account team as well as Contractor technical support team is available during this performance warranty period and after the performance warranty period.

9. Acceptance Criteria. Contractor will provide 'Sign-off/Acceptance' forms for the system configuration and for the data conversion portions of the implementation.



Contractor will provide the following staff for these services:

- Customer Success Manager (CSM): One (1) of these resources will coordinate scheduling of the system configuration sessions according to agreed-upon plan.
- Product Specialist: One (1) to Two (2) of these resources will be assigned to perform the system configuration sessions and the data import/data conversion activities associated with this implementation plan. Product Specialists are certified Contractor system specialists and are qualified to perform system configuration, screen configuration, and data import/conversion activities.
- Project Manager: One (1). Project manager will review the Plans with the State project manager and will review the sign-off/acceptance forms with the State.
- Contractor Technical Support: One (1) to Two (2). Contractor Technical support personnel as well as the account team personnel (CSM) will be available to respond remotely via phone, email or live chat to address and resolve any issues during the Performance Warranty period.

The State will provide the following staff to support this phase of services:

- Client Project Manager: One (1). Responsible for overall project guidance, project performance metrics, project budget, reporting and communication between the State project champion/project manager and Contractor. Project Manager, in conjunction with SMEs, will provide feedback during User Acceptance Testing and will ensure that sign-off occurs.
- Subject Matter Expert(s) (SME): Two (2). The role of the SME is to provide the Contractor Team with information regarding people, process, and data related to the implementation. They are usually representatives of the future system users. The number of SMEs that State assigns to the project depends on internal roles. The SMEs will be responsible for reviewing the system and screen configurations, for performing User Acceptance Testing, and for providing sign-off on the configuration and data conversion.

E. Training

Contractor will provide a Train-the-Trainer solution for BOD administrative staff, not to exceed twelve staff members, who will provide training for all other State staff to use and administer the Solution. Train-the Trainer will include:

- Technical training for State individuals who will be working with the services Contractor to configure the applications including establishing databases and interfaces, data conversion, customization, and upgrading the customized software.
- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.
- End-User Training for designated State personnel responsible for entering work requests and work orders and inventory management

Additionally, Contractor will provide online access to End user-Training, so that users can access the training as desired and when needed.

Contractor will provide training for all upgrades and new versions to the system that affect end-users at no additional cost.

Contractor will provide the following training solution:

1) eMaint University (eU) Access for all System Users and for End User Training. The subscription fee for eMaint X3 Online CMMS will include an annual subscription to eMaint University. This online learning tool contains 100+ recorded trainings that can be accessed 24/7; 30+ live, web-based instructor-led courses offered at set dates/times each month with unlimited registration options for end users; access to all end user system documentation; access to recorded New Feature forums and single point lessons referred to as Monthly X3 Workshops; and access to guest-speaker webinars featuring educational sessions on maintenance and reliability best practices.



Contractor will provide an "eMaint University Course Syllabus" that will include course titles and links to the content on the eU website. This syllabus will outline the "101-level" foundational courses that Contractor will recommend to the "Train the Trainer" users, system administrator users, and end users. These trainings will be appropriate to help users gain a solid understanding in the basics of the system usage and help prepare these users to have meaningful participation in the configuration sessions that are planned. These online trainings are also ideal to build basic knowledge in the system so that the On-Site "Train the Trainer" Training sessions can focus on more in-depth information because the 101-level basic concepts training will have already taken place via eMaint University. For End User training, Contractor will recommend eMaint University courses specific to work request entry, work order management, and inventory management. The State will be responsible for ensuring that End Users who are identified as Work Request, Work Order Management, or Inventory Management users participate in the online training.

2) Train the Trainer and System Administrator Training. Contractor will develop a "Train the Trainer" and "System Administration" training agenda, with input from the State project manager that will include the appropriate topics to help the State have the level of knowledge in the system that they can teach other users. Contractor will recommend a total of 10 days of on-site training spread over two weeks: 5 days week 1; 5 days week 2. State will sign-off on the agenda to signify acceptance of the agenda and the topics to be covered. On-site training will be conducted using the State's "Sandbox" account, which is a replica of the State's configured production account pre-loaded with some data. This "Sandbox" account is ideal for end-user training. The State is responsible for ensuring that all 12 of the State personnel that will participate in "Train the Trainer" training fully participate in all scheduled trainings that are included in the On-Site Agenda.

3) Training in Upgrades and New Versions of eMaint X3. Contractor provides a minimum of one week's notice for the dates/times of the New Features webinars. In addition to offering these as live, web-based sessions, eMaint records these sessions and makes them available to eMaint University subscribers for 24/7 unlimited access. In addition, Contractor offers free, monthly "X3 Workshops" that are single point lessons. These are free webinars that users can opt to register for and participate in. These sessions are also recorded and made available in eMaint University to eU subscribers.

The acceptance criteria for the eMaint University training is sign-off on the recommended "eMaint University Syllabus" that eMaint will prepare for the State. The acceptance criteria for the On-site "Train the Trainer" trainings is sign-off acceptance of the On-site Agenda(s) that are developed and sign-off at the conclusion of each On-site session that indicates that the agenda for that day was covered/delivered.

Contractor will provide the following staff to provide training:

- Customer Success Manager (CSM): One (1) will prepare the recommended eMaint University Syllabus for the Users and will send this syllabus via email to appropriate State personnel.
- Product Specialist: One (1) are assigned as needed to deliver the eMaint University live, remote, web-based instructor-led trainings that are offered at set dates/times each month. Product Specialists are certified eMaint system specialists and are qualified to perform remote training services. The Product Specialist will also deliver the remote webinars for the New Features Forums and the X3 Workshops.
- CMMS Trainer: A minimum of one (1) CMMS Trainers will be assigned to assist with preparing the On-site Training Agenda, with input/collaboration with appropriate State personnel. The Trainer(s) will also deliver the on-site training based on the agenda developed.

The State will provide the following resources to support training:

- Project Manager or other appropriate personnel to give feedback and approval on the On-Site Training Agenda. The Project Manager or other appropriate personnel will also acknowledge acceptance of the eMaint University Syllabus that is prepared.
- Train the Trainer Trainer(s) and/or System Administrators who will have responsibility for actively participating in the recommended eMaint University online trainings, in all courses that are being



presented during the On-site "Train the Trainer" sessions, and in the appropriate remote configuration sessions that Contractor will be conducting remotely.

F. Operation Services, Maintenance and Support

Contractor will be responsible to ensure availability of the Solution to the State 24x7x365, and will be responsible for the Solutions Operations, Maintenance and Support. This will include the following:

- Hosting, including:
 - Provision, operation, and administration, of all hardware required to host and run the Solution,
 - Provision, operation, support, and administration of all software required to host and run the Solution, Data storage,
 - Solution backup and disaster recovery
 - Security administration, including secure connection to the Internet and secure access to the hosting data center.
 - Solution application maintenance and support, including all patches and fixes to the application.
- Service Level Agreements:
 - The Solution must be available 99.9% of the time during each year of operation.
 - Recovery Point Objective may not exceed twenty-four hours.
 - Recovery Time Objective may not exceed twenty-four hours.

Contractor's X3 Online Solution is hosted Software as a Service (SaaS) solution. It meets all of the requirements listed in Section F above. eMaint X3 is offered as a subscription-based solution. Contractor maintains the server and hardware infrastructure required to host and run the solution. The data contained in your eMaint X3 Online account is managed and maintained by Contractor. The subscription fee for eMaint X3 Online includes 24/7 access to the system, daily data backups, automatic system updates and upgrades, and unlimited technical support via phone, email and live chat.

All the State's needs to access the system is access to the Internet (State provides). X3 does not install any software on your PC. The only software needed to operate X3 from the State's PC, Mac, or other computer is a web browser.

State Responsibilities:

- The State is required to ensure that its eMaint X3 system users have computers that have standard browsers and that meet the following requirements:
 - Minimum Screen (Monitor) Resolution requirements for eMaint X3: 1024 X 768
 - JavaScript and cookies must be enabled
 - *.emaint.com may need to be added as a trusted zone in the browser of the computers that will be accessing eMaint X3
 - Adobe Acrobat Reader will be required to view some documents/reports.
 - The latest version of Adobe Flash Player is required for some areas of the system
- The State is required to ensure that its eMaint X3 system users have secure broadband access to the Internet.
- Help Desk
 - Telephone support
 - Internet support
 - Escalation as necessary to Contractor senior technical/engineering staff, and then to higher management and/or senior management.

Included in the subscription fee for eMaint X3 Online is unlimited helpdesk support via telephone, email, and live chat.

Listed below are the severity levels and response times associated with Contractor's support services:

As part of its standard support contract, Contractor provides unlimited technical support via phone, email and live chat during standard business hours: Monday through Friday, 8:30 a.m. to 5:00 p.m. Eastern Time,



excluding holidays during which Contractor Enterprises' offices are closed.

Response time is defined as the length of time between when a call is received by Contractor's Support Department and when a Support Specialist contacts the State. Contractor provides response times based on the severity of the issue reported, but will often have a support issue resolved well within the time ranges indicated. Contractor defines incident severity levels as:

Critical: State's eMaint System is down.
Response Time: 1 hour or less

High: Errors with the system that directly affect the functions essential for day-to-day operations for all users of the system.
Response Time: 2 hours or less

Medium: Errors that affect the function of the system but do not affect essential day-to-day operations.
Response Time: 4 hours or less

Low: State's core business is not affected, and/or the problem is not occurring often or regularly, or there are procedural issues.
Response Time: 8 hours or less

Contractor has a two-tiered support structure:

Tier 1 - all incoming support inquiries are handled initially by Tier 1. Depending on the nature of the call, the frontline person will attempt to resolve the issue. If needed, the frontline person may escalate to a Tier 2 person for assistance and/or resolution. Tier 2 team members have access to Contractor's software engineers and technical team members if required.

If the State has any concerns with the responsiveness of the support team, the State may connect via phone or email to the Project Manager to escalate. The Project Manager is an upper-level manager.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

Contractor must provide a list of any subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. 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.

The Contractor will identify a Single Point of Contact (SPOC). The duties of the **SPOC** shall include, but not be limited to:

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

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

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



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

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

B. On-Site Work Requirements

1. Location of Work

As necessary, the work is to be performed, completed, and managed at in the greater Lansing, Michigan area. Where appropriate, Contractor may perform work at their location.

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 be required and is responsible for any costs associated with ensuring their staff meets all requirements.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State will provide the following resources for the Contractor’s use on this project:

- Work space
- Minimal clerical support
- Desk
- Access to copiers and fax machine
- Internet access

Additional resources may be made available at the discretion of the State Project Manager.

The State project team will consist of Subject Matter Experts (SME’s), project support, and a DTMB and Agency project manager:

**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 will 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.

State Project Manager- (DTMB and Agency)

DTMB will provide a Project Manager. DTMB will be responsible for the State's infrastructure and work together with the Contractor in determining the system configuration.

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

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

DTMB will provide a Contract Compliance Inspector whose duties shall include, but not be limited to, supporting the management of the Contract.

The State will provide the following staff to support the project:

- State Project Manager: One (1). Responsible for overall project guidance, project performance metrics, project budget, reporting and communication between the State project champion/project manager and Contractor.
- Subject Matter Expert(s) (SME): Two (2). The role of the SME is to provide the Contractor Team with information regarding people, process, and data related to the implementation. They are usually representatives of the future system users. The number of SMEs that State assigns to the project depends on internal roles.
- System Administrator: One (1). Ideally, the person in this role is one who:
 - has a good understanding of databases and the importance of data integrity
 - is adept at using computer applications in general, including report writing tools
 - has a working knowledge of your organization's existing maintenance workflows and business processes
 - will be an active, engaged, and willing participant in the system implementation process, working closely with the vendor services team



- o is a stakeholder and an “internal champion” of the project
- o has the time available to devote to the role
- Technical Resource: One (1). Responsible for ensuring State’s technical environment and computers that will be used to access the CMMS meet minimum system requirements; will provide technical support as needed for system configuration that requires input or assistance from State.

1.203 RESERVED

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Note: A Final Project Plan will be required as stated in Article 1, Section 1.104-A Project Initiation and Planning.

A. Orientation Meeting

1. On November 19, 2013 (subject to execution of the Contract), the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Project Control

1. The Contractor will carry out this project under the direction and control of DTMB, BOD.
2. Within five (5) business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval the project plan.
 - a. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
 - i. The Contractor’s project organizational structure.
 - ii. The Contractor’s staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - iii. The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
 - iv. The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Technology, Management and Budget Environment (SUITE) methodology which includes standards for project management, systems engineering, and associated forms and templates which is available at <http://www.michigan.gov/suite>
 - a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract’s progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
 - i. Staffing tables with names of personnel assigned to Contract tasks.
 - ii. Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 15 calendar days, updated semi-monthly).
 - iii. Updates must include actual time spent on each task and a revised estimate to complete.
 - iv. Graphs showing critical events, dependencies and decision points during the course of the Contract.
 - b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with State standards.



1.302 REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within five (5) business days after the execution of the contract. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

Contractor will provide a weekly Project Update Report on the overall status to implement the Solution, which will include:

- Updated project plan
- Deliverable status
- Schedule status
- Issues

This report will be provided through for the duration of the project, through successful Solution Go-Live and completion of the Performance Warranty Period, and will be discontinued after project completion.

Contractor will provide a quarterly Operational Status Report, which will include:

- Solution Uptime and Downtime, including compliance with SLA's.
- Solution Issues and Resolution Status
- Help Desk Incident Details

1.4 Project Management

1.401 ISSUE MANAGEMENT

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

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

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

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

Level 1 – Business leads

Level 2 – Project Managers

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

1.402 RISK MANAGEMENT

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

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

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan will be developed during the initial planning phase of the project, and be in accordance with the State's PMM methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly, or as agreed upon.



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

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

1.403 CHANGE MANAGEMENT

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

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

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

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

1.5 Acceptance

1.501 CRITERIA

Document Deliverables

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
2. Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product.
3. Draft documents are not accepted as final deliverables.
4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Attachments.
5. DTMB will review documents within the timeframes detailed in section 2.250 Approval of Deliverables.
 - a. Approvals will be written and signed by DTMB Project Manager.
 - b. Issues will be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements. For purposes of this Contract, please refer to Section 1.104 Work and Deliverable, Subsection D, implementation, regarding the Performance Warranty, which must be successfully completed prior to final acceptance.

1.6 Compensation and Payment

1.601 Compensation and Payment

A. Method of Payment

1. Project Payments



Payments to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed. Failure to provide deliverable/milestone by the identified date may result in liquidated damages as identified in Article 2, Section 2.073.

2. Operation Services, Maintenance and Support Payments

Payments to the Contractor will commence on the Solution's Production Go-live date, and will be made on an annual basis for the ongoing services, not to exceed the rates established in the Contract.

Please refer to Attachment G: Cost Table for all detailed costs relating to services under this Contract.

B. Travel

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

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 with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State [*quarterly/semi-annually*].

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

C. Statements of Work and Issuance of Purchase Orders

- 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. 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

D. Invoicing

Contractor will submit properly itemized invoices to "Bill To" Address on the State's Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;



- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discounts.

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.

E. State Administrative Fee

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

1.602 TAXES

Sales Tax:

For purchases made directly by the State, the State is exempt from State and Local Sales Tax and such taxes must not be included in the Contractor's pricing. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax:

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

1.603 RESERVED



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three years beginning October 31, 2013 through October 30, 2016. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in **Section 2.150** of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to three (3) additional one-year periods.

2.003 Legal Effect

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

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

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

2.005 Ordering

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

2.006 Order of Precedence

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

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work shall take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 Headings

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



2.008 Form, Function & Utility

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

2.009 Reformation and Severability

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

2.010 CONSENTS AND APPROVALS

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration

2.021 Issuing Office

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

See Contract Cover Page

2.022 Contract Compliance Inspector

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

See Section 1.202 State Staff Roles and Responsibilities

2.023 Project Manager

The following individual will oversee the project:
See Section 1.202 State Staff Roles and Responsibilities

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.



If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(1) Change Request at State Request

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

(2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.

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

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

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

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

**2.025 Notices**

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

State:

State of Michigan
Procurement
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor: To be determined on award

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

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

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



2.030 General Provisions

2.031 Administrative Fee and Reporting

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

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

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

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

2.032 Media Releases

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

2.033 Contract Distribution

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

2.034 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.035 Website Incorporation

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

2.036 Future Bidding Preclusion

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

2.037 Freedom of Information

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



2.038 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract shall provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.600**.
- (c) Correct invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d1) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

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

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

**2.045 Pro-ration**

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

2.046 Antitrust Assignment

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

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

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

2.050 Taxes**2.051 Employment Taxes**

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

2.052 Sales and Use Taxes

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

2.060 Contract Management**2.061 Contractor Personnel Qualifications**

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

2.062 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.



- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State shall have the right to recommend and approve in writing, in its reasonable discretion, the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable in its reasonable discretion, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

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

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

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably



requested by the State in writing, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

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

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.068 Contractor Return of State Equipment/Resources

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing,



contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

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

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

**2.093 – Reserved****2.100 Confidentiality****2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

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

2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.



2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

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

2.112 Retention of Records

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

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.113 Examination of Records

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

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

2.114 Audit Resolution

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

2.115 Errors

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

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

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:



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



(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

2.122 – Reserved

2.123 – Reserved

2.124 – Reserved

2.125 – Reserved

2.126 – Reserved

2.127 – Reserved

2.128 Consequences for Breach

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

2.130 Insurance

2.13.1 Liability Insurance

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

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

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

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

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

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

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

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

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

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

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

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another



company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

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

(i) Commercial General Liability

Minimal Limits:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$2,000,000 Products/Completed Operations Aggregate Limit;
- \$1,000,000 Personal & Advertising Injury Limit; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insured's on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

(iii) Motor Vehicle

Minimal Limits:

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

(v) Workers' Compensation

Minimal Limits:

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

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

Additional Requirements:

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

(vi) Employers Liability

Minimal Limits:

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

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insured's on the certificate.



2.13.2 Subcontractor Insurance Coverage

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

2.13.3 Certificates of Insurance

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insured's as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and **MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.**

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification

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

2.143 Employee Indemnification

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

2.144 Patent/Copyright Infringement Indemnification

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

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and



performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

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

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

- (a) After the State receives notice of the action or proceeding involving a claim for which it shall seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State reasonably determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may reasonably deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.



2.150 Termination/Cancellation

2.151 Notice and Right to Cure

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

2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables delivered in accordance with this Agreement provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 45 days before the date of termination. If the State chooses to terminate this Contract in part, all amounts paid to Contractor shall be non-refundable and retained by the. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

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



- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

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

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), provided the State has paid all amounts due hereunder for such Deliverables, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.



2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

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

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

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed sixty (60) days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 Contractor Personnel Transition

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

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



2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration or from breach by the State, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates of \$100 an hour. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts. Any provision of this Agreement notwithstanding, in no event will any amounts paid to Contractor hereunder be refundable.

2.176 State Transition Responsibilities

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

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

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this **Section**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in **Section 2.182**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under **Section 2.153**, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 In General

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



Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

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

- (1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - (3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (4) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- (c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

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



2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

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

2.204 – Reserved

2.210 Governing Law

2.211 Governing Law

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

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

2.213 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

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

The Contractor's liability for damages to the State is limited to two times the value of the Contract. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.



2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
 - (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

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

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



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

2.240 Performance

2.241 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreement (SLA)

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

2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated



damages in the amount of \$1,000.00 and an additional \$50.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

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

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination. Any contrary provision of this Agreement notwithstanding, in no event shall any amounts paid to Contractor hereunder be refundable.

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

2.250 Approval of Deliverables

2.251 Delivery of Deliverables

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

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



shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

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

2.252 – Reserved

2.253 Approval of Deliverables, In General

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

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

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

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

If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the contract price for such Deliverable and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses without the need to furnish proof in substantiation of such general expenses; or (iii) terminate this Contract for default, either in whole or in part by notice to Contractor (and without the need to afford Contractor any further opportunity to cure). Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

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



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

2.254 Process for Approval of Written Deliverables

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

2.255 – Reserved

2.256 Final Acceptance

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

2.260 Ownership

2.261 Ownership of Work Product by State

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

2.262 Vesting of Rights

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

2.263 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to



the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

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

2.264 Ownership of Materials

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

2.270 State Standards

2.271 Existing Technology Standards

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

2.272 Acceptable Use Policy

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

2.273 Systems Changes

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

2.274 Electronic Receipt Processing Standard

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

2.280 Extended Purchasing Program

2.281 Extended Purchasing Program

The Agreement 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 Agreement may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

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



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

2.290 - RESERVED

2.300 Deliverables

2.301 Software

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

2.302 Hardware

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

2.310 Software Warranties

2.311 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (30) thirty days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 No Surreptitious Code Warranty

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

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

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

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

**2.313 – Reserved****2.314 Third-party Software Warranty**

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

2.315 – Reserved**2.320 – RESERVED****2.330 – RESERVED**



Glossary

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



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



Attachment A: General Requirements

GENERAL SYSTEM REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES OR NO)	COMMENTS
1. Capacity NEED		
a. The system will support 1.5x the peak number of concurrent users in the current system in order to provide sufficient capacity for growth. Current requirements anticipate 200 users.	YES	Currently provided as a standard feature.
2. System Auditing		
a. The system w maintain log all changes made to any system item within the system (e.g., data element, business rule, process control, software program), which will include: <ul style="list-style-type: none"> • the ID of the person or process that made the change, • the before images of the affected data records, • and the date and time the change was made. 	YES	Currently provided as a standard feature. Most customers opt to maintain a log of changes on the following primary tables: work order, inventory/parts and assets tables in the system.
b. The system offers designated users the ability to query, view, filter, and sort the system audit trail.	YES	Currently provided as a standard feature. This is achieved via the Report tool in eMaint X3.
c. Designated users will have the ability to store created queries in the system.	YES	Currently provided as a standard feature.
d. The system will provide designated users the ability to identify and track data back to its input source (e.g., imaged document, keyed from form, interface file, etc.).	YES	Currently provided as a standard feature. Each record is stamped with the Add User and Edit User. If data was pulled in from an Import Routine or Interface File, the Add/Edit User information can be identified as such.
e. The system will provide the ability to audit all override of edits and audits and identify the login ID, date, and time.	YES	Currently provided as a standard feature.
3. Error Handling		
a. The system must write all errors to an error log.	YES	Currently provided as a standard feature.
b. RESERVED		
c. RESERVED		



GENERAL SYSTEM REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES OR NO)	COMMENTS
d. RESERVED		
4. Backup and Recovery		
a. RESERVED		
b. The system will allow for continued, uninterrupted use of the system during backup.	YES	Currently provided as a standard feature.
c. The system has the ability to provide a complete backup and recovery process for all database tables and system files.	YES	Currently provided as a standard feature.
d. The system has the ability to create on-request backups.	YES	Currently provided as a standard feature, using the following approach: In addition to the backups that eMaint performs automatically on a daily basis, the end user has the ability to export data from the primary tables on-demand, by utilizing the 'Export Data' menu option. Additionally, the user can create reports that export any table to CSV (filtered or full table dump) that can be immediately sent to FTP folders on-demand.
e. The system has the ability to schedule automatic backups.	YES	Currently provided as a standard feature. eMaint's backups are scheduled to run automatically.
f. The system software and data must be able to be restored to its previous operational status within four (4) hours after initiation of recovery process.	YES	Currently provided as a standard feature, based on the following set of criteria: System software and data can be restored within 4 hours in the event that the recovery process does not assume a total loss of production data. In the event of a production data loss, the previous day's backup will be restored to the system.



Attachment B: Functional Requirements

FUNCTIONAL REQUIREMENT	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
1. Data Conversion – Data conversion requirements are:		
a. Vendor will convert all existing State data via Microsoft Excel spreadsheets provided by the State.	YES	Currently provided as a standard feature.
2. Work Request Module – capable of and not limited to the following:		
a. Provide a method for submitting work requests.	YES	Currently provided as a standard feature.
b. Provide automated alerts when customer requests are approved, rejected and completed.	YES	Currently provided as a standard feature. Alerts are via email.
c. Ability of customers to submit requests via email that are automatically captured.	YES	Currently provided as a standard feature.
d. Accessible work request form for web-based submission of work and service requests.	YES	Currently provided as a standard feature.
e. Routing of requests to designated individuals for approval based on business rules.	YES	Currently provided as a standard feature.
f. Full sorting of service orders by customer, priority, location, problem type, or other user-definable filters.	YES	Currently provided as a standard feature.
3. Work Order Module – capable of and not limited to the following:		
a. Configure Work order screens with desired form layout, fields, and workflow behaviors.	YES	Currently provided as a standard feature.
b. Record and track all PM and non-PM work orders and work requests in the system.	YES	Currently provided as a standard feature.
c. Capture all labor, parts and material costs by building, department, cost-center or other user-definable criteria.	YES	Currently provided as a standard feature.



d. User-definable email notification capabilities - automatic or on demand.	YES	Currently provided as a standard feature.
e. Assign multiple employees and multiple job procedures to work orders.	YES	Currently provided as a standard feature.
f. User-definable cause, failure and remedy codes specific to asset types.	YES	Currently provided as a standard feature.
g. Record and track multiple labor, parts and material costs.	YES	Currently provided as a standard feature.
h. Track job time, response time, machine downtime and other defined metrics.	YES	Currently provided as a standard feature.
i. Assign Work Orders to projects and view project history.	YES	Currently provided as a standard feature.
j. Upload manuals, drawings or any rich media documents and relate them to work orders.	YES	Currently provided as a standard feature. State can either associate documents stored on its own web server to the records in eMaint X3 or State can utilize Rackspace Cloud Files to upload, store and associate any electronic file and relate to work orders, assets, PMs, etc. If State wishes to use the optional Rackspace Cloud Files, this is available at an additional fee that is not included in the costs that have been provided.
k. Print work orders in html or pdf format and customize the printed form.	YES	Currently provided as a standard feature.
l. Apply user-defined filters to the list view to easily locate work orders.	YES	Currently provided as a standard feature.
m. Print, assign, and close groups of work orders with Group menu options.	YES	Currently provided as a standard feature. eMaint X3's Work Order Print Manager and Work Order Group Closeout menu options deliver this functionality.
4. Preventive Maintenance Module – capable of and not limited to the following:		
a. Define preventive maintenance at the task and/or procedure level.	YES	Currently provided as a standard feature.



b. Establish unlimited number of calendar and/or meter-based PMs for each asset.	YES	Currently provided as a standard feature.
c. Identify active work season settings for PM schedules.	YES	Currently provided as a standard feature. PMs can be configured to be seasonal.
d. User-definable and manageable preventative maintenance groups, routes and route sequences.	YES	Currently provided as a standard feature. eMaint's built-in PM Utilities tools in the PM Center deliver these capabilities and several others, making the process for PM Setup and Management more efficient.
e. Option to manually or automatically generate and e-mail PMs.	YES	Currently provided as a standard feature.
f. Built-in PM task library to aid in defining PM tasks and procedures.	YES	Currently provided as a standard feature.
g. Calendar for easy viewing of current and future preventive maintenance activities.	YES	Currently provided as a standard feature.
h. PM schedules will be calendar-based or meter-driven.	YES	Currently provided as a standard feature.
i. Manage and control PM schedules and settings.	YES	Currently provided as a standard feature. eMaint's built-in PM Utilities tools in the PM Center deliver these capabilities and several others, making the process for PM Setup and Management more efficient.
j. Update PM tasks and publish those updates to all associated PM schedules.	YES	Currently provided as a standard feature. The 'Publish' function on the PMs Tasks delivers this solution.
5. Preventive Maintenance and Condition Monitoring Module – capable of and not limited to the following:		
a. Noise, vibration, temperature, lubricants, wear, corrosion, pressure and flow can be monitored independently.	YES	Currently provided as a standard feature. This functionality is delivered via X3's built-in Condition Monitoring module.
b. Provide option to users to enter readings either manually or to import readings from an uploadable file.	YES	Currently provided as a standard feature. This functionality is delivered via X3's built-in Condition Monitoring module.
c. Upper and lower limits of	YES	Currently provided as a standard



acceptable operation can be defined for each asset.		feature. This functionality is delivered via X3's built-in Condition Monitoring module.
d. Readings can be displayed as a report.	YES	Currently provided as a standard feature. This functionality is delivered via X3's built-in Condition Monitoring module.
e. Work orders or requests can be auto-generated when a reading falls outside of predefined limits with optional email notification.	YES	Currently provided as a standard feature. This functionality is delivered via X3's built-in Condition Monitoring module.
6. Asset Management Module – capable of and not limited to the following:		
a. Configure asset screen and field layouts to specifications.	YES	Currently provided as a standard feature. X3's configuration capabilities are very robust and one of the many reasons customers choose eMaint X3 as their CMMS.
b. Add or link graphics and other multi-media files to asset records.	YES	Currently provided as a standard feature.
c. Upload meter readings and option to trigger Preventive Maintenance work orders or work requests.	YES	Currently provided as a standard feature.
d. Relate parts and bills of materials to assets as record in the System.	YES	Currently provided as a standard feature.
e. Store and display assets in a hierarchical structure.	YES	Currently provided as a standard feature. In addition, our Hierarchy builder is completely configurable and definable by the end user.
f. Create and edit records for equipment, components and subcomponents.	YES	Currently provided as a standard feature.
g. Track nameplate information and determine which fields are exposed and populated.	YES	Currently provided as a standard feature.
h. Define asset criticality or priority ratings.	YES	Currently provided as a standard feature.
i. Support for depreciation of assets.	YES	Currently provided as a standard feature.
j. Duplicating equipment specs to fit another asset.	YES	Currently provided as a standard feature.



k. Upload manuals, drawings, contracts or any rich media documents and relate them to assets.	YES	Currently provided as a standard feature.
7. Reporting and Asset Tracking Module – capable of and not limited to the following:		
a. View all work history and charges related to each asset.	YES	Currently provided as a standard feature.
b. Track Warranty information.	YES	Currently provided as a standard feature.
c. Generate barcode labels for all assets.	YES	Currently provided as a standard feature.
d. Produce personalized cost and repair reports for components.	YES	Currently provided as a standard feature.
e. Track and report on component failures and number of occurrences.	YES	Currently provided as a standard feature.
f. Reports can be auto-generated and emailed on a pre-set schedule.	YES	Currently provided as a standard feature. In addition, reports can be emailed 'on demand'.
g. Add asset graphs to dashboards for KPIs.	YES	Currently provided as a standard feature.
8. Inventory Tracking Module – capable of and not limited to the following:		
a. Full Requisitioning, Purchasing, and Receiving capabilities.	YES	Currently provided as a standard feature.
b. Configure screen and field layouts to specifications.	YES	Currently provided as a standard feature.
c. Barcode tracking software capability.	YES	Currently provided as a standard feature.
d. Manage multiple inventory locations.	YES	Currently provided as a standard feature.
e. Track cost of parts issued and returned against work orders.	YES	Currently provided as a standard feature.
f. Manage stock and non-stock parts and materials.	YES	Currently provided as a standard feature.
g. Auto-issue parts when a PM work order is closed.	YES	Currently provided as a standard feature.



h. Select FIFO or LIFO inventory accounting methods.	YES	Currently provided as a standard feature.
i. Relate parts to assets and PMs for easy issuing.	YES	Currently provided as a standard feature.
9. Inventory Management Reporting Module – capable of and not limited to the following:		
a. Locate inventory items with filters.	YES	Currently provided as a standard feature.
b. Track supplier history.	YES	Currently provided as a standard feature.
c. Create comprehensive inventory transaction reports.	YES	Currently provided as a standard feature.
d. View and print parts requirements for upcoming PMs.	YES	Currently provided as a standard feature.
e. Analyze usage of stock and non-stock items	YES	Currently provided as a standard feature.
f. Produce detailed and summary inventory valuation reports.	YES	Currently provided as a standard feature.
g. Barcode tracking software capability.	YES	Currently provided as a standard feature.
h. Add inventory graphs to dashboards.	YES	Currently provided as a standard feature.
10. Reports and Dashboards Module – capable of and not limited to the following:		
a. Allow any user to create and modify reports.	YES	Currently provided as a standard feature.
b. Output reports in PDF, HTML, .CSV, Excel, text or graphical formats.	YES	Currently provided as a standard feature.
c. Read only and private report security options available.	YES	Currently provided as a standard feature.
d. Standard and personalized KPIs.	YES	Currently provided as a standard feature.
e. Add reports to dashboards.	YES	Currently provided as a standard feature.
f. Dashboards can be personalized for individual users.	YES	Currently provided as a standard feature.



g. Track worker productivity and material usage.	YES	Currently provided as a standard feature.
h. Monitor equipment performance and work order completion rates.	YES	Currently provided as a standard feature.
11. Maintenance Scheduler Module – capable of and not limited to the following:		
a. Manage work order scheduling for labor resources.	YES	Currently provided as a standard feature.
b. Modify existing schedules and reassign work to other labor resources.	YES	Currently provided as a standard feature.
c. View schedules in a calendar view -- by day, week, or month.	YES	Currently provided as a standard feature.
d. See the labor resources and time resources required for each work order.	YES	Currently provided as a standard feature.
e. Create multiple, user-definable filters to view labor resources and open work orders.	YES	Currently provided as a standard feature.
f. View both assigned and unassigned work orders on calendar display.	YES	Currently provided as a standard feature.
g. Identify work to be scheduled.	YES	Currently provided as a standard feature.
12. Mobile Device Module – capable of and not limited to the following:		
a. (M) Run all modules on smart phones, mobile computers, or any device that is browser-enabled.	YES	Currently provided as a standard feature.



Attachment C – Technical Requirements

TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
1. System Architecture		
a. The system is web based.	YES	Currently provided as a standard feature.
b. The system is fully self-contained and capable of being accessed by State staff with no dependency on Contractor services for its routine operation.	YES	Currently provided as a standard feature.
c. The system is an open system, with no dependency on the use of specific models of equipment or operating systems.	YES	Currently provided as a standard feature. All that is needed to access the system is a computer device (PC, Mac, tablet, smart phone, iPad, etc.) with a standard browser and access to the Internet.
d. The system keeps a log of each transaction which alters the database. Logs are date and time stamped to allow the system to reconstruct activity for any period.	YES	Currently provided as a standard feature.
2. Security / Access Control		
a. The system provides role based security.	YES	Currently provided as a standard feature.
b. The system provides secure access control based upon unique user login, for types of record (e.g., work order) as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.)	YES	Currently provided as a standard feature.
c. The system checks each user's access privileges at login, and automatically disable or enables client functions (in real time) based upon the user's profile	YES	Currently provided as a standard feature.
d. The system provides varying levels of access within the application.	YES	Currently provided as a standard feature.
3. Security / Password Control		
a. The system provides an enforced minimum length for passwords.	YES	Currently provided as a standard feature.
b. The system provides an enforced requirement for user passwords to be automatically prompted for change after a defined period has passed, such as 30, 60 or 90 days.	YES	Currently provided as a standard feature. In addition, the defined period can be different for system administrator and for the end users.



TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
c. The system provides users with the capability to change their own passwords.	YES	Currently provided as a standard feature.
d. The system disables user ID's after a specified number of consecutive invalid login attempts.	YES	<p>Not currently provided as a standard feature but will be added at the additional cost detailed in the cost proposal. Once rolled out in an upcoming release, it will then be available in future releases.</p> <p>Please see the cost proposal for additional details (total of \$24,000).</p>
e. The system enters passwords in a non-display field.	YES	Currently provided as a standard feature.
f. The system encrypts passwords when they are routed over the network.	YES	Currently provided as a standard feature.
g. The system encrypts passwords in system storage.	YES	Currently provided as a standard feature.
4. Security / Activity Logging		
a. The system logs unauthorized access attempts by date, time, user ID, device and location.	YES	<p>eMaint partially meets this requirement. To explain further, since a bad password won't allow the user to authenticate, eMaint does not log the username in the hit logs. The system simply records 'UNKNOWN' for the username in the logs. The system does, however, record the date, time, and IP address that attempted the access. If this approach doesn't meet your requirements, eMaint can add the additional capability at an additional cost. There would only be a one-time cost to add, as eMaint would not require additional cost to make it available in the subsequent releases.</p> <p>Please note that we have not included any pricing for modifications as we need more clarification as to requirements, specifications, etc. before we can provide any pricing information. We know there would be an additional cost but until we discuss further, we cannot verify what the cost would be.</p>
b. The system maintains an audit trail of all security maintenance performed by date, time, user ID.	YES	Currently provided as a standard feature. eMaint records the date/time/userid of any user that accesses the User Administration feature.
c. Provides security reports of users and access levels.	YES	Currently provided as a standard feature.
d. Provides detailed reports of backups completed and backups failed.	YES	Currently provided as a standard feature. However, eMaint technical personnel have access to and review these reports. These reports are not made available to end users. The back-up functions and reports are reviewed and monitored by eMaint personnel only.
5. Solution Specifications		
a. The solution allows the State, via the web, to access and update all necessary	YES	Currently provided as a standard feature.



TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
information to complete a transaction.		
b. The solution allows for the input and extraction of State data.	YES	Currently provided as a standard feature.
c. The solution reflects updates of input and extracted data within four hours of the updated event.	YES	Currently provided as a standard feature. When inputs or extractions are recorded or performed by end user, the updates are reflected immediately in the system. When inputs or extraction occur via Interfacing to third-party systems, the updates are typically reflected every hour or less.
d. The software provides a Graphical User Interface (GUI) to provide data, calculation, reporting, and communication capabilities to State users.	YES	Currently provided as a standard feature. The Dashboards, Reports, and The Hub all provide data, calculation, reporting, "Wall Alerts" and other communication capability to end users.
e. The system supports paperless processing through the use of electronic documents that are routed for electronic signatures through user-defined approval paths.		Currently provided as a standard feature. eMaint's Requisitioning Routing and Approval process is structured in this manner. In addition, eMaint X3 offers an 'Electronic Sign-Off'
f. The system provides the capability to access scanned images that are attached to various elements of the database.	YES	Currently provided as a standard feature.
g. The system provides the capability for expansion in order to take advantage of technology such as optical scanning and imaging in order to reduce data entry workload.	YES	Currently provided as a standard feature.
a. The software delivers standard reports.	YES	Currently provided as a standard feature. There are 90+ pre-defined reports built into the system to use.
b. The system includes ad-hoc query and reporting tools.	YES	Currently provided as a standard feature. Customer can create and generate an unlimited number of ad-hoc queries. This feature is securable.
c. The online query capability enables non-technical end-users to extract information.	YES	Currently provided as a standard feature. A user with basic eMaint X3 report training and/or access to documentation and help files in eMaint University should have no problem using the reporting tool in eMaint X3.
d. The standard (e.g., regularly scheduled, recurring) reporting environment allows:	YES	Currently provided as a standard feature.
i. Standard reports to be scheduled, executed, viewed on-line, printed (centrally or remotely) and dispersed (including	YES	Currently provided as a standard feature. Reports can be scheduled, executed, viewed online, printed and dispersed. Most customers disperse reports to others via the built-in email capability.



TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
the use of report distribution management software)		
ii. Offices and work locations to control which standard reports they do and do not receive.	YES	Currently provided as a standard feature.
iii. The State to control the information that appears on standard reports so that data security is maintained.	YES	Currently provided as a standard feature.
e. The system provides methods for retaining and modifying previously built queries	YES	Currently provided as a standard feature.
f. The system provides security and control mechanisms that limit the abuse of ad hoc queries (e.g., attempted access to restricted data, attempted execution of a query that would run for several hours, etc.)	YES	Currently provided as a standard feature. The eMaint system routes queries that require longer processing time to secondary processors, resulting in no negative impact to the use of the system. In addition, if there are specific fields that are of a sensitive nature and thus you want to prevent them from being able to be reported on in a query, you can set that field so that it is not available to be selected from in the Report Query builder.
6. Edit and Validation Control		
a. The system includes comprehensive field edits to prevent incomplete or incorrect data from entering the system	YES	Currently provided as a standard feature.
7. Required Information / Client Configuration		
a. Identify if any underlying software packages are needed to support the software. If yes, identify the software, its manufacturer, and the version number.	YES	Adobe Acrobat Reader: Will be required to view some documents/reports. Adobe Flash Player: The latest version of Adobe Flash Player is required for some areas of the system.
b. State the memory requirements for the client PC.	YES	The minimum memory requirements required are based on the requirements of the browser being used. Here is information for the most common browsers that are utilized: <u>Chrome Minimum System Requirements</u> <u>Operating System</u> : Windows XP Service Pack 2+, Windows Vista, Windows 7, Windows 8, Mac OS X 10.6 or later, <u>Processor</u> : Intel Pentium 4 or later <u>Free disk space</u> : 100 MB <u>RAM</u> : 128 MB



TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
		<p><u>Microsoft Internet Explorer v. 9 Minimum System Requirements</u></p> <p><u>Computer/Processor</u> - Computer with a 1 gigahertz (GHz) 32-bit (x86) or 64-bit (x64) processor.</p> <p><u>Operating System</u> - Windows Vista 32-bit with Service Pack 2 (SP2) or higher - Windows Vista 64-bit with Service Pack 2 (SP2) or higher - Windows 7 32-bit or higher - Windows 7 64-bit or higher - Windows Server 2008 32-bit with Service Pack 2 (SP2) or higher - Windows Server 2008 64-bit with Service Pack 2 (SP2) or higher - Windows Server 2008 R2 64-bit</p> <p><u>Memory</u> - Windows Vista 32-bit – 512 megabytes (MB) - Windows Vista 64-bit – 512 MB - Windows 7 32-bit – 512 MB - Windows 7 64-bit – 512 MB - Windows Server 2008 32-bit – 512 MB - Windows Server 2008 64-bit – 512 MB - Windows Server 2008 R2 64-bit – 512 MB</p> <p><u>Hard Drive Space</u> - Windows Vista 32-bit – 70 MB - Windows Vista 64-bit – 120 MB - Windows 7 32-bit – 70 MB - Windows 7 64-bit – 120 MB - Windows Server 2008 32-bit – 150 MB - Windows Server 2008 64-bit – 200 MB - Windows Server 2008 R2 64-bit – 200 MB</p> <p><u>Safari System Requirements</u> Safari 6.0 requires a Mac running Mac OS X v10.7.4 or later.[61] Safari 5.1.7 requires a Mac running Mac OS X v10.6.8 or any PC running Windows XP Service Pack 2 or later, Windows Vista, or Windows 7.</p> <p><u>Mozilla Firefox System Requirements</u></p> <p><u>Operating Systems</u> - Windows 2000 - Windows XP - Windows Server 2003</p>



TECHNICAL REQUIREMENTS	BIDDER WILL MEET REQUIREMENT (YES, NO)	COMMENTS
		<p>- Windows Vista - Windows 7</p> <p><u>Minimum Hardware</u> - Pentium 233 MHz (Recommended: Pentium 500 MHz or greater) - 64 MB RAM (Recommended: 128 MB RAM or greater) - 52 MB hard drive space</p> <p><u>Mac</u> <u>Operating Systems</u> Mac OS X 10.4 and later <u>Minimum Hardware</u> Macintosh computer with an Intel x86 or PowerPC G3, G4, or G5 processor 128 MB RAM (Recommended: 256 MB RAM or greater) 200 MB hard drive space</p>
c. Identify any peripheral devices required.	YES	<p>The following items are of additional note regarding optimum usage of eMaint X3: Minimum Screen (Monitor) Resolution requirements for eMaint X3: 1024 X 768 JavaScript and cookies must be enabled It is strongly recommended that *.emaint.com be added as a trusted zone in the browser</p>
d. State whether windows default print drivers are utilized. If no, please explain.		<p>The client side is 100% browser based. Printing documents is primarily handled through PDF which will use the printer drivers installed on the local machine. X3 has no direct communication with print drivers.</p>



Attachment D – RESERVED



Attachment E - Breakdown of Hardware and Related Software

Table 1: Hardware

Item	Brand, Model # and Description	Specifications	Cost (\$):	Comments
Computers			N/A	eMaint assumes that the State already has sufficient computers that staff currently use that will be used to access eMaint X3 from the standard browser on the computers. eMaint has provided detailed information about minimum system requirements in Attachment C.
Storage			N/A	eMaint assumes that the State already has sufficient computers that staff currently use that will be used to access eMaint X3 from the standard browser on the computers. eMaint has provided detailed information about minimum system requirements in Attachment C.
CD/DVD Backup Device			N/A	Not applicable
Rack w/ Power Supply			N/A	Not applicable
Screen		For best user experience, eMaint recommends Monitors with the following resolution: 1024 x 768	N/A	For best user experience, eMaint recommends Monitors with the following resolution: 1024 x 768 at a Minimum
Any other Hardware (list)			N/A	Not applicable
TOTAL			\$	N/A

Table 2: Related Software

Software Component License	Product Name and Version	# of Licenses	Cost (\$):	Comments
Report writers			N/A	Not applicable. The X3 Report Writer is built into the system.
Testing tools (such as issues tracking, defect tracking, load/stress testing, configuration management.)			N/A	Not applicable to the use of eMaint X3. eMaint does not include 'Testing Tools' in its licensing.
Other system utilities			N/A	JavaScript and cookies must be enabled It is strongly recommended that *.emaint.com be added as a trusted zone in the browser



Server software			N/A	Not applicable.
PC Software			N/A	Standard Web Browser which should already be present on your PCs
Any other software (list)			These are available for free download via the Internet	Adobe Acrobat Reader: Will be required to view some documents/reports. Adobe Flash Player: The latest version of Adobe Flash Player is required for some areas of the system.
TOTAL			\$	N/A



Attachment F – RESERVED



Attachment G – Cost Table

Table 1: Project Costs (included in Total Estimated Contract Value)

No.	Project Cost(s)	% of Project Cost	Cost (\$)	Comments
A.	<p>Project Initiation and Planning (See Section 1.104 A) <u>Included deliverables:</u> 1. Orientation meeting 2. Pre-implementation planning and assessment 3. Project plan 4. Report formats</p>	26.45%	\$65,600	<p>The figures here are based on details contained in the included Excel spreadsheet on the "Assumptions for Table 1 Pricing" Tab and the Gantter Plan (Gantter is a tool similar to Microsoft Project). Additional Assumptions regarding Project Initiation and Planning: Majority of activities are conducted remotely and majority of meetings are via web meeting/conference call rather than in person at Lansing, MI location. Activities that are assumed to be on-site in Lansing are the Orientation Meeting and the Project Planning/Kick-off Meeting.</p>
B.	<p>Requirements Validation and Solution Configuration (See Section 1.1.04 B) <u>Included deliverables:</u> 1. Solution Configuration Plan 2. Solution & Network Architecture Info 3. Screen Configuration Plan</p>	32.26%	\$80,000	<p>The figures here are based on details contained in the included Excel spreadsheet on the "Assumptions for Table 1 Pricing" Tab and the Gantter Plan (Gantter is a tool similar to Microsoft Project).</p>
C.	<p>Implementation (See Section 1.104 D) <u>Included deliverables:</u> 1. Account Creation Solution 2. Configuration/Data Conversion 3. System Testing 4. User Acceptance Testing 5. Creating Users/User Rights 6. Solution Go-Live</p>	30.97%	\$76,800	<p>The figures here are based on details on "Assumptions for Table 1 Pricing" Tab and the Gantter Plan (Gantter is a tool similar to Microsoft Project).</p> <p>Assumption: This figure includes the optional system enhancements eMaint is proposing to meet the "Desired" requirements in Attachment C, item 3d.</p> <p>Please Note: If the State determines that it will not require the system enhancement that eMaint has proposed, then the cost of \$76,800 associated with this Item C Implementation line item would be reduced.</p>
D.	<p>Training (See Section 1.104 E) <u>Included deliverables:</u> 1. eMaint University access for all users & end-user training 2. eMaint University course syllabus 3. Train the Train & System Administrator Training</p>	10.32%	\$25,600	<p>The figures here are based on details on "Assumptions for Table 1 Pricing" Tab. This line item pertains to the 10 Days of On-Site "Train the Trainer" and "System Administrator" Training based on daily rate of \$1,600 per day, as well as the resources required to prepare the training agenda and online training syllabus. Please note that the Online Training via eMaint University is bundled into the "Operations Services, Maintenance & Support" tables listed below, in order to align with eMaint's Subscription Model.</p>
Total Project Cost		100%	\$248,000	



Table 2a: Operations Services, Maintenance and Support, including Hosting and Help Desk – Base Contract Years (included in Total Estimated Contract Value)

Category	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total
Includes all Contractor-Hosted Software as a Service listed in Section 1.104 C): -Work Requests and Work Orders -Reports and Dashboard -Condition Monitoring -Inventory Management -Mobile Solution	\$156,000	\$156,000	\$156,000	\$468,000

Include any Comments Here:

Contractor is proposing its "Self-Starter" Subscription Level for best overall value to align with State's desired implementation and project management approach. Includes:

- 24/7 system access for all standard users
- Access for Standard Users and for Mobile Users
- Unlimited Work Requestors
- Email Work Request Option (to support incoming work requests when alarm conditions are triggered on your JACE boxes)
- Daily data backups
- Automatic system updates and upgrades
- Toll-free Helpdesk Support via phone, email and live chat as well.
- Access to online system documentation
- Invitations to free, monthly, "Best Practices" workshops and webinars offered each month.
- Invitations to all New Features live and recorded trainings
- eMaint University Subscription for all users. eMaint University delivers over 100+ recorded trainings, tutorials and courses that can be accessed at any time. In addition, eMaint University has a roster of over 30 live, web-based, instructor-led courses each month that your users can pre-register for and attend. This training portal will be available to all users for duration of contract. This approach is especially useful as you bring more or additional users into the fold at any time. You have a built-in tool that enables you to quickly and cost-effectively get your users trained in the use of the system.

Assumptions about User Quantities and What is included in the Annual Subscription:

1) 200 Named Users: \$156,000.00 annually, based on rate of \$780 per named user per year (\$65 per named user per month). **Please note: If State wants a subscription for Concurrent User pricing instead of Named User pricing, this won't be a problem, but it would be an adjustment in the annual subscription fees, as the Concurrent User/Seat price is based on \$1,020 per concurrent user per year/\$85 per concurrent user per month, which would be an annual subscription fee of \$204,000 instead of \$156,000.**

The System absolutely supports increasing the total number of named users to 1.5x (300 total users) or more users. **Here is the most cost-effective way to approach increasing your users:** The most cost-effective way to increase user count is to purchase the additional users as they are needed. All that is required to add additional users is a Purchase Order for the additional users. When users are added to the subscription, the subscription fee is pro-rated to align with the existing term. Turn-around time is same day upon PO receipt. Contractor recommends the State starts with 200 Users, rather than pre-paying for 300 users if you aren't going to require access for 300 users right away.

- 2) Mobile Access for All Named Users
- 3) Unlimited Work Requestors (easily accounts for 300 users or if more are added)
- 4) Incoming Work Order Email Request Option (to support incoming work requests when alarm conditions are triggered on JACE boxes, as reviewed with State in 2012.



Table 2b: Operations Services, Maintenance and Support, including Hosting and Help Desk – Contract Option Years (not included in Total Estimated Contract Value)

Category	Option Year 1 Cost	Option Year 2 Cost	Option Year 3 Cost
Includes all Contractor-Hosted Software as a Service listed in Section 1.104 C): -Work Requests and Work Orders -Reports and Dashboard -Condition Monitoring -Inventory Management -Mobile Solution	\$156,000	\$156,000	\$156,000
Include any Comments Here:			
Please note: The same Comments that are in Table 2a apply to this Table 2b.			

Table 3: Total Estimated Contract Value

Table#	Table Name	Cost (\$)	Comments
Table 1	Project Costs	\$248,000	Includes Project Management requirements for length of contract, Requirements Configuration and Validation, Implementation, and On-site Training for Train the Trainer and System Administrator Users. Also includes the optional development costs as referenced above, related to Attachment C, item 3d. Please note that training for End Users is assumed to be provided via eMaint University subscription, which is bundled into the pricing for the Self-Starter Annual Subscription Fees for the users and included in the Operations Services, Maintenance & Support line item below.
Table 2a	Operations Services, Maintenance and Support, including Hosting and Help Desk – Base Contract Years	\$468,000	
	Total Estimated Contract Value:	\$716,000	