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 **071B5500056**

CONTRACTOR	
	Cornerstone on Demand Inc.
	1601 Cloverfield Blvd
	Los Angeles, CA 90404
	Frank Corsaro
	732-252-6326
	fcorsaro@csod.com
	*******8197

STATE		
Program Manager	Tbd	DTMB-IT
	tbd	
	tbd@Michigan.gov	
Contract Administrator	Simon Baldwin	DTMB
	(517) 284-6997	
	baldwins@michigan.gov	

CONTRACT SUMMARY

ENTERPRISE LEARNING MANGEMENT SYSTEM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 26, 2014	December 25, 2019	1 - 2 Year	December 25, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
	N/A

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 25, 2019

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,675,623.31	$0.00	$1,675,623.31

DESCRIPTION

Effective 10/31/2016 DTMB will be utilizing $38,000.00 from existing contract funds (200 HRS out of 500 HRS, at rate of $190/HR) to obtain technical assistance from Contractor to analyze and mitigate an incomplete transfer of historical data from the State's legacy GVT system to the new State LMS system.
The data is needed to document the State's classroom-based training records for audit and federal funding reporting purposes.
All other terms, conditions, specifications and pricing remain the same, per contractor and agency agreement, and DTMB Procurement approval.

DocuSign Envelope ID: 9F94BF55-785E-4850-B19C-9067B66B0447

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

Project Title: Learning Management System (LMS) Phase 2 Data Load	**Period of Coverage:**
Requesting Department: MDHHS	**Date:** 09-28-2016
DTMB Business Relationship Manager/Program Manager: Duane Kerkstra	**Phone:** 517-331-5354
MDHHS Project Manager: Megan VanWormer	**Phone:** 517-335-1780
MDHHS Project Manager: BarronJ1@michigan.gov	**Phone:** 517-284-7045

This Statement of Work (SOW) is made a part of a Change Notice to Contract No. 071B5500056 (Contract) between the State of Michigan (State or SOM) and Cornerstone (Contractor) effective as of the date set forth on the cover page of this Agreement. **NOW THEREFORE**, the Parties agree as follows:

1. BACKGROUND

1.1 The Learning Management System (LMS) Project Phase 2 requires a reload of data from the legacy GVT OmniTrack Plus system to the new Cornerstone LMS system. The data transfer is needed to document the State's classroom-based training records for audit and federal funding reporting purposes.

1.2 In July 2016, due to suspected Legacy data quality and compatibility problems, the file transfer of data from the legacy system to the new system completed but not all of the data converted properly causing some data to be non-viewable in the application. As a result, the data needs to be analyzed and corrected to become viewable into the new system by the State and Contractor.

1.3 In accordance with the Reserved Bank of Hours provisions in the Contract, including, but not limited to Section 1.104(H) (Bank of Hours) and Table 7 (Labor Rates for Optional Bank of Hours), MDHHS and DTMB wish to utilize 200 total hours from the 500 total Bank of Hours to obtain technical assistance from Contractor to analyze and mitigate the July 2016 failed load of historical data from the State's legacy GVT OmniTrack Plus system to the new Cornerstone LMS system (collectively, the "Project").

2. PROJECT OBJECTIVE AND SCOPE OF WORK

2.1 Troubleshoot between DTMB/MDHHS and Cornerstone to determine the cause of the non-converted data in the new LMS system.

2.2 Troubleshoot data transfer and ensure a successful file load in the Production environment.

3. TASKS AND DELIVERABLES

3.1 Contractor's tasks include, but not limited to:

1. Troubleshoot between DTMB/MDHHS and Cornerstone to determine the cause of the non-converted data from the July 2016 transfer between the legacy GVT system and the new LMS system.
2. Make any necessary changes to the data that was sent to the vendor or changes to the conversion process that would result in properly converted data for the LMS system.
3. Assist the State in reloading, troubleshooting, and categorizing the GVT/LMS system data to accomplish a successful data conversion.
4. Load data into the production environment and validate all transfers for accuracy.

3.2 Contractor's deliverables include, but not limited to: Accurate OmniTrack Plus historical data loaded into the new LMS Production environment.

4. PROJECT CONTROL AND REPORTS

4.1 A weekly progress report must be submitted to MDHHS and DTMB Project Managers throughout the life of this Project. This report may be submitted with the billing invoice. Each weekly progress report must contain the following at minimum:

1. **Hours.** Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the Project. Also state whether the remaining hours are sufficient to complete the Project.
2. **Accomplishments.** Indicate what was worked on and what was completed during the current reporting period.
3. **Challenges.** Describe any issues that may result in changes to the statement of work, deviations from the Project budget, or delays in the established time line.
4. **Funds.** Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the Project.

5. GENERAL PROVISIONS

5.1 **Reserved Bank of Hours.** In accordance with the Reserved Bank of Hours provisions in Contract 071B5500056, MDHHS and DTMB wish to utilize a total of 200 hours from the 500 total hours to obtain technical assistance from Contractor to analyze and mitigate a July 2016 failed load of historical data from the State's legacy GVT system to the new State LMS system. The data is needed to document the State's classroom-based training records for audit and federal funding reporting purposes.

5.2 **Payment Schedule.** Cornerstone OnDemand will bill as hours are used from the Bank of Hours.

5.3 **Costs.** In accordance with the Reserved Bank of Hours provisions in the Contract, including, but not limited to Section 1.104(H) (Bank of Hours) and Table 7 (Labor Rates for Optional Bank of Hours), the Implementation Consultant will be billed at an hourly rate of $190 per hour. For the 200 total hours of work at $190 per hour, the State will pay Contractor an amount not to exceed $38,000 for this Project.

5.4 **Estimated Project Schedule.** The milestone dates are estimates and may need to be revised based on the time spent on approval at this SOW and issuance of a Purchase Order so that work can be started by the vendor.

[illegible]	[illegible]	[illegible]	[illegible]
1.	Historical Data Load Replication	12/19/2016	70hrs fixed fee
2.	Master Dataload replication	12/27/2016	40hrs fixed fee
3.	Pilot load and validation – Engagement Management	12/19/2016	T&M (not to exceed) 30hrs
4.	Production load – Engagement Management	12/27/2016	T&M (not to exceed) 30hrs
5.	Validation of file load and complete data transfers – Engagement Management	01/10/2016	T&M (not to exceed) 30hrs
Total Estimated Need from Bank of Hours:		**5 weeks**	**200 hours**

5.5 **DTMB Program Manager.** The designated DTMB Business Relationship Manager and Program Manager is:

Duane Kerkstra
kerkstrad@michigan.gov
517-331-5354

5.6 **MDHHS Project Manager.** The designated MDHHS Project Manager is:

Megan VanWormer
vanwormerm@michigan.gov
517-335-1780

5.7 **Satisfaction.** Project Completion and Acceptance shall be in accordance with Section 4.2 of the Agreement.

5.8 **No Commitment for Additional Services.** This SOW does not constitute a commitment by the State to utilize any additional services beyond the 200 total hours allocated for the above Project. If the Project can be completed using less than 200 hours, Contractor is not entitled to use the remaining hours for other projects without the written direction of the DTMB Program Manager. Utilization of additional services beyond the 200 total hours allotted from the Bank of Hours requires pre-approval of the DTMB Program Manager and must follow and established Change Request approval process. Hours listed above for onsite and remote by resources may be adjusted by written approval of the State DTMB Program Manager.

5.9 **Compliance with State and Federal Law, Administrative Regulations, Guidelines, and Recommendations.** In performing its obligations under this Contract, each party agrees to comply with all applicable Federal and State laws and administrative regulations, guidelines, and recommended policies to which it is subject. These include, but are not limited to, items released from the Centers for Medicare and Medicaid Services (CMS), Internal Revenue Service (IRS), the National Institute of Standards and Technology (NIST), U.S. Office of Management and Budget (OMB), National Institutes of Health (NIH), and the Office for Civil Rights ("OCR").

5.10 **Web or Hyperlinks.** In the event Cornerstone OnDemand is unable to access or view any of the web links (also known as hyperlinks) contained within this Agreement, Cornerstone OnDemand must promptly notify the DTMB Program Manager. An inaccessible or non-working web link will not excuse the Cornerstone OnDemand of its duties and obligations under this Agreement. Cornerstone OnDemand is responsible for ensuring its personnel and/or subcontractors have reviewed all State and DTMB policies under this Contract.

5.11 **Entire Agreement.** This SOW, together with the existing Contract, constitutes the Parties' complete and exclusive statement regarding work requirements and procedures. Apart from the amendments made in this SOW, all Contract terms and conditions must remain in full force and effect.

5.12 **Expiration of Service hours.** Consulting hrs. are valid through the expiration of the master agreement - Dec 29th 2019

STATEMENT OF WORK

TECHNICAL PROJECTS AND EDUCATIONAL SERVICES SCOPE

Historical Data Load – Learning (HDLL)Replication 70hrs

Brief Summary

Migration of learning system data from legacy system to the Cornerstone portal. Migrated data includes the following data types:

- User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)

Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files per approved data design template provided by Cornerstone
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the data load process
- Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

Assumptions

- Utilizes Cornerstone data design template
- All data loads referencing user data does so by a common unique identifier
- Client is responsible for providing unique records per data type
- Client has the ability to transform data to the format(s) defined by the Cornerstone data design template
- Client has skilled software resources that can extract master data from source systems
- Client will perform all data file consolidations by data type defined above
- Maximum of three (3) iterations of loads by data type for the purpose of correcting errors

Master Data Load – Learning (MDLL)Replication 40hrs

Brief Summary

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types:

- E-learning courses in SCORM or AICC format only:up to a maximum of 1,000 courses
- Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials
- Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube), including up to a maximum of 1,000 videos
- Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams

Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone Integration consultant
- Cornerstone: Load files into the pilot portal system

- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

Assumptions

- Utilize Cornerstone standard data design document template for all data types
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
- All data records referencing user data does so by user's unique identifier value (UserID)
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract master data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

Implementation Consulting- Engagement Manager 90hrs

Brief Summary

Additional hours of Implementation Support

Tasks

- Cornerstone: Provide additional implementation support for client
- Cornerstone: Assist the client in implementation needs, configuration, preferences and technical projects
- Client: Test and validate set up in Pilot/Stage
- Client: Sign off on configurations in Pilot/Stage
- Client: Configure Live Environment

Assumptions

- Any changes requested subsequent to approval of the design document will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client.

Timeline

The two technical projects below are scheduled to begin on or around December 19, 2016.

Project Components		Investments
Advisory Services		**$17,100.00**
Engagement Management	SVCSBUS0030	Included
Technical Services		**$20,900.00**
Historical Data Load	SVCSTEC0101	included
Master Data Load	SVCSTEC0009	included
	Total Service Investment	**$38,000.00**

Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform the Services set forth herein expires at the earlier of: (i) acceptance of the Service by Client; (ii) Twelve months from the purchase date.

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 **071B5500056**

CONTRACTOR	
	Cornerstone on Demand Inc.
	1601 Cloverfield Blvd
	Los Angeles, CA 90404
	Frank Corsaro
	732-252-6326
	fcorsaro@csod.com
	*******8197

STATE			
	Program Manager	Dave Gabler	DTMB
		517-284-4512	
		gablerd @Michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		Barronj1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Enterprise Learning Mangement System			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 26, 2014	December 25, 2019	1 - 2 Year	December 25, 2019
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,675,623.31	$ 0.00	$1,675,623.31

DESCRIPTION: Effective June 28, 2016, the parties add the licensing and services for the Civil Service pilot program detailed in the attached Statement of Work for the Civil Service pilot program, utilizing $159,150.00 existing contract funds. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.

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

Project Title: **Cornerstone OnDemand Learning Management Solution (LMS)**	**Period of Coverage:** **6/28/2016-12/25/19**
Requesting Department: **Civil Service Commission**	**Date:** **6/23/2016**
Agency Project Manager: **Susan Wilmore**	**Phone:** **517-373-6539**
DTMB Project Manager: **Dave Gabler**	**Phone:** **517-284-4512**

This Statement of Work is governed by the Terms of Contract 071B5500056.

BACKGROUND:
The Civil Service Commission delivers training though its Human Resource Training and Development Division, with the purpose of increasing employee effectiveness through training and development opportunities. The curriculum includes technical learning and leadership and business skills training.

The Commission utilizes electronic course registration through its HRIS, however, increased requests for specialized training, more efficient delivery methods, and improved tracking necessitate the purchase and implementation of a learning management platform through Software as a Service (SaaS). An immediate need exists within Project SIGMA for training beginning in early 2017. The Commission is requesting to utilize the current State of Michigan contract with Cornerstone OnDemand Inc., to expedite the launch of an enterprise LMS by early 2017.

PROJECT OBJECTIVE:
The Commission is looking specifically to fulfilling the following objectives:
1) More efficient management and deployment of e-learning.
2) Alignment of training processes with business needs.
3) Common processes for all state employees across all state agencies.
4) Timely delivery of training.
5) Alignment with strategic plan
6) Consolidation of training information within a single system.

SCOPE:
Contractor will provide the Learning Management System (LMS) to the Michigan Department of Civil Service in accordance with the requirements of the Contract. Scope of the project will include:
- Software Licensing including patches and enhancements
- Site creation and hosting by the vendor in a secure cloud environment with 24/7 web based accessibility
- Site for Civil Service Commission, independent of any other LMS portals being used by other state departments
- Site administration by Civil Service Commission staff
- Design
- Configuration
- Custom Login Page
- Welcome Page
- Implementation of LMS software
    - Inbound Data Feed
    - Historical Data Load
    - Master Data Load
    - Single Sign On
    - Configuration Testing
- Training

- Outbound Data Feed
- Documentation
- Technical Support
- Software Patches and Enhancements

TASKS AND DELIVERABLES:

Contractor shall perform the tasks and provide the Deliverables detailed below. Deliverables will not be considered complete until the Agency Project Manager has formally accepted them.

Client Portal and Configuration Set Up

Cornerstone will create and activate the Client portals (live, pilot, stage) with the URLs requested by the Client. Cornerstone will create Client Administrator user login and configure initial tasks including:

- Configure default preferences
- Create Organizational Unit structure
- Configure initial security roles
- Configure initial branding
- Access to **The Cornerstone Success Center** providing access to training and product information
- Access to **My Success Portal** providing access to Cornerstone product support teams and reporting of product issues
- Activate licensed functionality

Timeline and Delivery

Upon completion of the Client portal and configuration set up tasks, Cornerstone will distribute all access credentials to the Client, which indicates the Client Portal systems are ready for use. Acceptance of these deliverables will be in accordance with the Agreement. Upon completion of the Client Portal and Configuration Set Up phase, the Software is ready for use by Client.

7) PROJECT PHASES AND RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase may overlap and may require amended durations per phase based on Client's processes. The project lifecycle may be repeated for each additional module.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
Initiate	3 Weeks	• Engagement Manager • Implementation Consultant	• Project Manager • Business Process Owners • System Administrators
Discover	4 Weeks	• Engagement Manager • Implementation Consultant • Integration Consultant • Education Services Consultant	• Project Manager • Business Process Owners • Technical Resources • System Administrators
Design	3 Weeks	• Engagement Manager • Implementation Consultant • Integration Consultant • Client Success Manager	• Project Manager • Business Process Owners • Technical Resources • System Administrators
Deliver	4 Weeks	• Engagement Manager • Implementation Consultant • Integration Consultant • Client Success Manager	• Project Manager • Business Process Owners • System Administrators • Technical Resources

8) IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
Initiate	**Week One:** • Project initiation call with client. Confirm project scope with client project team • Create meeting schedule for project lifecycle • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Schedule kickoff meeting to review client design decision points • Communicate requirement to complete Organizational Units, Security preferences and training before Organizational Unit Workshop • Complete remote kick-off meeting • Review technical projects in-scope • Send discovery questionnaire to client • Implementation Consultant will schedule discovery workshop **Week Two:** • Collect client process documentation • Deliver the Project Plan to the client • Schedule training for Week 5, occurs after the onsite discovery workshop • Conduct technical kickoff call with client **Week Three:** • Implementation Consultant schedules and leads Organizational Unit Workshop • Deliver discovery document and technical projects questionnaires • Schedule and lead technical kickoff calls • Review client documentation • Deliver technical documentation • Collect any client process documentation the client can provide • Deliver template project plan to client • Create project plan for implementation services • Implementation Consultant updates implementation discovery documentation • Review demo site to ensure that it's setup correctly for onsite demo • Complete options for webcast training session with client	**Week One:** • Participate in remote kick-off meeting • Confirm project plan and meeting schedule • Assemble project team • Define measures of project success • Complete initial administrator training, pre-work, and discovery questionnaires **Week Two:** • Attend technical project kickoff calls • Complete discovery questionnaires • Confirm project plan and meeting schedule • Provide branding and marketing requirements • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation • Deliver documented external learning processes including pay for training, user provisioning, ecommerce, approvals, evaluations, process maps and supporting forms or documentation • Provide external user approval workflows • Provide external training requirements • Provide use case scenarios to model recommended configuration **Week Three:** • Attend technical workshops • Attend Organizational Unit workshop • Review and accept Cornerstone deliverables
Discover	**Week Four:** • Implementation Consultant leads 3 day discovery workshop to review available functionality and talent processes. • Document decisions and remaining action items for: o Organizational unit and user data design o Global system preferences o Welcome Page configuration o Learning management preferences o Navigation tabs and links o Custom security roles matrix o Email management matrix • Documented technical projects as detailed below. • Complete decisions needed to document the configuration workbook **Week Five:** • Schedule and lead training – Delivered by training team via Webcast • Technical follow up meeting (Remote) • Cornerstone will configure pilot portal based on client requirements presented in discovery questionnaire • Conduct remote follow-up design sessions with client for remaining configuration decisions post configuration workshop	**Week Four:** • Attend Discovery Workshop • Complete configuration workshop and workbook, documenting decisions for the following: o Global system preferences o Welcome Page configuration o Learning management preferences o Navigation tabs and links o Custom security roles matrix o Email management matrix update • Complete design specifications for technical projects as detailed below. **Week Five:** • Attend training via webcast • Client takes online training as needed • Complete remaining configuration decisions post configuration workshop and document remaining design specifications • Attend remote follow-up design sessions • Review and accept Cornerstone deliverables **Week Six:** • Client takes online training as needed • Attend technical follow-up meeting • Attend remote follow-up design sessions

Phase	Cornerstone Deliverables	Client Deliverables
	• Implementation consultant builds out security roles preferences, organizational units In live portal • Request copy down from live to pilot for Week 6 to copy above configuration to pilot **Week Six:** • Debrief with client post webcast training • Change management discussion or workshop if purchased • Discuss User Acceptance Testing including test scripts and participants **Week Seven:** • Implementation consultant builds out configuration and sample process (Pilot) • Technical Projects • Collect sample Inbound Data Feed from Client (Test in Pilot, then load to Live as soon as validated in following weeks) • Conduct technical follow up meeting	**Week Seven:** • Client takes online training as needed • Attend technical follow-up meeting • Attend remote follow-up design sessions

Design	**Week Eight:**
	• Wrap follow up configuration session(s)
	• Conduct User Acceptance Testing prep meeting (remote – include Client Success Manager)
	• Implementation Consultant builds out sample process configuration (Pilot)
	• Implementation consultant reviews configuration set up in Pilot
	• Deliver sample test scripts
	• Complete technical projects as detailed below
	Week Nine:
	• Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager)
	• Solidify configuration with client in preparation for User Acceptance Testing in pilot
	• Ensure Historic Data Load has gone through initial validation in pilot
	• Copy pilot to stage if you need to preserve Historic Data Load or other configuration through week 10 for validation
	• Inbound Data Feed configured in Live portal. Inbound Data Feed will be validated
	Week Ten:
	• Conduct User Acceptance Testing Prep Meeting (Remote – include Client Success Manager)
	• Schedule daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager)
	• Complete Client Success Manager handoff documentation and submit request for Client Success Manager
	• Technical Projects
	• Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)
		Week Eight:
		• Attend follow-up configuration session(s)
		• Attend User Acceptance Testing prep meetings
		• Complete sample data and setup in live portal including:
		  o Global Configurations – emails triggers, security roles, welcome page, preferences
		  o Language translations, as necessary
		  o Configuration of additional client security roles
		• Learning Module
		  o Load eLearning course content and materials
		  o Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications
		  o Test content launching, tracking, and completion
		• Complete and implement technical projects as detailed below
		Week Nine:
		• Client begins configuration setup in production
		• User Acceptance Testing Test Scripts Finalized
		Week Ten:
		• Client completes configuration in prod in prep for copy down
		• Test system interfaces end-to-end
		• Create customized acceptance test scripts
		• Maintain configuration workbook
		• Review and accept Cornerstone deliverables

Deliver	**Week Eleven:** • Daily Check In User Acceptance Testing call • Copy live portal to pilot portal • Deliver sample user acceptance testing assessment template **Week Twelve:** • Obtain named care admins from client • Update issue log, including defects • Provide coaching for configuration updates • Schedule Client Success Manager Transition Call • Ongoing Historical Data Load validation (stage) and load into production • Triage (categorize and prioritize) reported issues and address prior to go-live **Week Thirteen:**	**Week Eleven:** • Attend Check In User Acceptance Testing Call • Validate data for technical projects detailed below • Populate specific test data like tasks and users **Week Twelve:** • Create and complete client-specific test assessment template • Create and complete user acceptance test scripts **Week Thirteen:** • Attend Client Success Manager transition meeting • Client makes configuration adjustments on Pilot and Live portals • Update Live portal configuration based on testing feedback **Week Fourteen:**

Phase	Cornerstone Deliverables	Client Deliverables
	• Finalize integration projects in production • Support Client during testing and validation • SOW Review with Client Success Manager • Triage (categorize and prioritize) reported issues and address prior to go-live • Close out any open issues/items for Go Live **Week Fourteen:** • Client Go-Live • Discuss post live survey with client • Schedule and execute final Historical Data Loads • Conduct project close out	• Post Live issue remediation (partner with Client Success Manager to assist) • Client Go-Live

Custom Login Page (CLP)

Brief Summary
Create a Custom Login Page, in a single Corporate language, following Client's design and layout according to Cornerstone-provided design guidelines and templates.

Tasks

1. Cornerstone: Provide Client with Cornerstone's Custom Login Page design templates
2. Cornerstone: Lead Client in Custom Login Page design workshops to review Custom Login Page process
3. Client: Create Custom Login design based on Cornerstone's Custom Login Page design templates
4. Cornerstone: Create Custom Login Page in stage per Client's design
5. Client: Review and indicate corrections to errors detected in stage portal
6. Cornerstone: Reload corrected Custom Login Page as necessary in stage portal
7. Client: Review and approve Custom Login Page loaded to stage portal
8. Cornerstone: Load Custom Login Page on pilot and live portals

Assumptions

1. Utilizes Cornerstone Custom Login Page design document template
2. Client will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
3. Client may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
1. Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client.

Welcome Page—Template Design Package

Brief Summary
One Welcome page will be created and set up in the clients portal within the following parameters and scope:

1. Choice of one of the standard template designs
2. Choice of color
3. Client logo, graphic and text for template – client may provide one graphic or select from stock photo site graphics
4. Choice of predesigned widget boxes
5. Choice of standard button styles
6. Choice of standard button icons
7. All needed work to create the Welcome page including HTML coding for links will be completed by CSOD. Links must exist in client portal to enable linking from Welcome Page.

There is one initial consulting session with client to determine choices and layout and one client review cycle of the Welcome Page after the initial mock-up is presented. Client will be able to review and confirm changes were made appropriately. CSOD will create the page in the client's test portal or test division. Client will be able to review the page once it is created in the portal for the second review cycle and confirm changes were made appropriately. Additional review cycles or updates to the Welcome Page at a later time may incur additional cost.

The project will begin (kickoff date) when the client's live portal is fully configured related to functionality for the Welcome Page and delivered within 10 business days assuming a 2 day client review cycle. If client requires additional review time or multiple reviews, deliverable date will be based on the additional review time required. Maximum time for entire project cycle is 30 business days from project start date (kickoff date) and Cornerstone reserves the right to request final approval on design, code page in clients portal of choice and close project 30 business days after project start date.

Client will provide CSOD a system admin ID in their live or pilot portal to create the Welcome Page and will provide a single point of contact for questions related to the specifics to be used in the Welcome Page and for signoff for the review cycle.

NOTE – Any stock photos, buttons or other graphics used for the Welcome Page can be used only for use within this specific Welcome page and may not be reutilized or redistributed in any other manner..

Inbound Data Feed – User/Organizational Unit (IDF User/OU)

Brief Summary
Integration with data from a single source Client system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets:

2. User Profile
3. Organizational Unit (OU)

Tasks

8. Cornerstone: Provide Client with the Cornerstone standard Inbound Data Feed of User/OU (IDF User/OU) design document and template
9. Cornerstone: Lead Client in IDF User/OU workshop to review data feed process and support the functional decisions of Client
10. Cornerstone: Create IDF User/OU design document for Client
11. Client: Sign off on IDF User/OU design document
12. Client: Load files on pilot FTP folder for load, complying with Cornerstone's formatting requirements

Inbound Data Feed – User/Organizational Unit (IDF User/OU)

13. Cornerstone: Schedule IDF User/OU to run in pilot portal on a regular basis to allow testing by Client
14. Cornerstone: Email the pilot portal IDF User/OU log file to identify load errors, after each load attempt
15. Client: Review, update, and sign off the IDF User/OU process in pilot portal
16. Client: Load files on live FTP folder for load, complying with Cornerstone's formatting requirements
17. Cornerstone: Schedule and automate IDF User/OU in live portal
18. Cornerstone: Email the live IDF User/OU log file to identify load errors, after each load attempt
19. Client: Review, update, and sign off on the IDF User/OU process in live portal

Assumptions

1. Client utilizes Cornerstone standard IDF User/OU design document and template for all data types
2. Client is responsible for uniquely identifying records across all data types
3. All data records referencing user data are by user's unique identifier value (UserID)
4. Client has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
5. Client will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF User/OU design document. All mandatory data fields must be populated for all records
6. Client is responsible for properly validating data and identifying any errors prior to signing off on feed in live portal
7. Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client
8. Any changes following Client signoff will require a work order or SOW submission

Historical Data Load – Learning (HDLL)

Brief Summary

Migration of learning system data from legacy system to the Cornerstone portal. Migrated data includes the following data types:

1. User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)

Tasks

9. Cornerstone: Provide Client with the Cornerstone standard data design document template
10. Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
11. Cornerstone: Create data design document for Client
12. Client: Sign off on data design document
13. Client: Prepare files per approved data design template provided by Cornerstone
14. Cornerstone: Load files into the pilot portal system
15. Client: Review and correct any errors detected in the data load process
16. Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
17. Client: Review and approve data loaded to pilot portal
18. Cornerstone: Load data on live portal

Assumptions

1. Utilizes Cornerstone data design template
2. All data loads referencing user data does so by a common unique identifier
3. Client is responsible for providing unique records per data type
4. Client has the ability to transform data to the format(s) defined by the Cornerstone data design template
5. Client has skilled software resources that can extract master data from source systems
6. Client will perform all data file consolidations by data type defined above
7. Maximum of three (3) iterations of loads by data type for the purpose of correcting errors

Master Data Load – Learning (MDLL)

Brief Summary

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types; up to a maximum of 3,000:

4. E-learning courses in SCORM or AICC format only.
5. Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs).
6. Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube).

Tasks

19. Cornerstone: Provide Client with the Cornerstone standard data design document template
20. Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
21. Cornerstone: Create data design document for Client
22. Client: Sign off on data design document
23. Client: Prepare files for loading by Cornerstone integration consultant
24. Cornerstone: Load files into the pilot portal system
25. Client: Review and correct any errors detected in the upload process
26. Cornerstone: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
27. Client: Review and approve data loaded to pilot portal
28. Cornerstone: Load data on live portal

Assumptions

Master Data Load – Learning (MDLL)

4. Utilize Cornerstone standard data design document template for all data types
5. E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
6. All data records referencing user data does so by user's unique identifier value (UserID)
7. Client is responsible for uniquely identifying records across all data types
8. Client has skilled software resources that can extract master data from source systems
9. Client has the ability to transform data to the format(s) defined by Client-approved data design document
10. Client will perform all data file consolidations necessary by data type defined above
11. Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

Brief Summary
Cornerstone to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to Client's Cornerstone Portal:

12. AES Encrypted
13. SAML 1.1
14. SAML 2.0

Tasks

29. Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation
30. Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client
31. **AES Encrypted Single Sign On (SSO)**
    - 31.1 Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
    - 31.2 Cornerstone: Provide the AES end point URLs to the Client
    - 31.3 Client: Populate, encrypt and post the token as per Cornerstone requirements
    - 31.4 Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
    - 31.5 Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal
32. **SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)**
    - 32.1 Client: Provide:
      - (a) Base64 encoded – X.509 public Certificate (.crt, .cer)
      - (b) Base64 encoded sample SAML Response Assertion (.txt)
    - 32.2 Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0
    - 32.3 Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
    - 32.4 Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0
    - 32.5 Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal

Assumptions

2. Client utilizes Cornerstone standard SSO Design Specifications and complies to Cornerstone requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.
3. Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. Client is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
4. AES Encrypted Single Sign On (SSO)
5. Client has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
6. Client has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Cornerstone's SSO SAML V1.1 OR 2.0
7. SAML V 1.1 OR 2.0 Single Sign On (SSO)
8. Client will transfer the Assertion and Certification files to Cornerstone as per Cornerstone requirements defined on design specification document and will only transfer them through FTP folder (not email)
9. The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded
10. Client acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the Client
7. Any changes following Client signoff will require a Work Order or SOW submission

Premium Two Day System Admin Training – Onsite or Live Webcast

Brief Summary
Cornerstone will provide a two day training customized to the clients portal configuration for Client System Administrators delivered either onsite or via webcast.

Tasks

- Cornerstone will conduct two consecutive full days of training (eight hour day with a one hour lunch break) onsite at client's location. These can also be delivered as two full day or four 3.5 hour webcast sessions at the client's discretion.
- The Client can select specific topics to include in the training agenda from an options menu.
- The training session will be conducted using the client's portal and configuration, including demonstrating functionality and creating customized versions of hands on exercises specifically for the client's portal.
- Word versions of customized exercises will be provided to the client and can be used by the client in any capacity. No other material will be created or provided.
- The Client will provide User ID's in one security role for the trainer and for class participants to use for the training sessions. The client will also ensure that the portal to be used for training is updated or copied down with the configuration and security roles needed to

Premium Two Day System Admin Training – Onsite or Live Webcast

conduct the training.
- The Client will provide specific examples or use cases for the training consultant to incorporate into the training.

Assumptions
- The Client will provide an appropriate room for the training to be conducted. The delegates will require their own workstations with internet access. The training consultant will bring their own laptop but will need to connect to the internet and to a projector client provides.
- Travel costs are additional and based on round trip travel from a pool of available training consultants and vary depending on their base location.
- Training can be conducted either live onsite or via live webcast at client discretion, however live webcast cannot be conducted simultaneously with live onsite training.
- Webcast sessions may not be recorded.
- A date will be agreed upon for the Training Consultant to prepare the exercises for the client's stage or pilot portal, as well as a date for the actual delivery of the training. Between these two dates no copy down from Production to either stage or pilot can be performed, as this would overwrite any preparatory work done by the Training Consultant.

Engagement Management

Brief Summary:
60 hours of Engagement Management support to be used across the implementation of learning

Tasks
- Cornerstone: Provide additional project management and oversight support for client
- Cornerstone: Track project plan, manage issue and resolution log, provide weekly dashboard

Assumptions
- Any changes requested subsequent to approval of the design document will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client.

Outbound Data Feed – Learning (ODFL)

Brief Summary
A scheduled Outbound Data Feed (ODF) to Client FTP account (on Cornerstone's FTP server) of the following data sets:

9. Completed transcript training records

Tasks

20. Cornerstone: Provide client with the Cornerstone standard ODF design document template
21. Cornerstone: Lead the client in ODF workshops to review data process and support the functional decisions of the client
22. Cornerstone: Create ODF design document for client
23. Client: Sign-off on ODF design document
24. Cornerstone: Schedules ODF to run in pilot portal on a regular basis to allow testing by Client
25. Client: Process data file from FTP server into target system
26. Client: Review and identify any errors detected in the ODF process
27. Cornerstone: Produce corrected files as necessary in pilot portal(up-to 3 iterations per data type)
28. Client: Review and approve ODF in pilot portal
29. Cornerstone: Schedule and automate ODF in live portal based on Client's request

Assumptions

8. Utilizes Cornerstone standard ODF design document template for all data types
9. Cornerstone and client will validate/iterate the data file(s) up to 3 times
10. 3-iterations of exports are for the purposes of correcting errors and all 3 may not be required
11. Client has skilled software resources that can process data into target system
12. Client will perform all data file parsing, if necessary, to distribute data to multiple target systems
13. Client is responsible for properly validating ODF and identifying any errors prior to signing-off on feed in live portal
14. Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the client
15. Any changes following Client sign-off will require a work order or SOW submission

ACCEPTANCE CRITERIA:
Per original contract.

PROJECT CONTROL AND REPORTS:
Per original contract.

PROJECT CONTACTS:
The designated Agency Project Manager is:

Susan Wilmore
Civil Service Commission
Office of Business Applications Support
Capitol Commons Center, 3rd Floor

400 S. Pine Street
Lansing, MI 48909
517-373-6539
wilmores@michigan.gov

The designated DTMB Project Manager is:
Dave Gabler
Department of Technology, Management and Budget
Agency Services for DTMB and Civil Service
Mason Building
530 W. Allegan Street
Lansing, MI 48933
517-284-4512
gablerd@michigan.gov

The designated Contractor Engagement Manager is:
Rich Mitchell
CSOD Engagement Manager
1601 Cloverfield Blvd, Suite 600 S
Los Angeles, CA 90404
(201) 487-0818 (direct)
(201) 370-1298 (cell)
richmitchell@csod.com

AGENCY RESPONSIBILITIES AND ASSUMPTIONS:
State shall provide the necessary resources to fulfill the obligations listed below:

- State is solely responsible for testing all processes during the UAT phase.
- State will utilize the Contractor course publisher to upload online content to the portal. All State content is SCORM v1.2 or AICC v3.5 compliant.
- State is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Contractor portal.
- Any technical integration or service, e.g., data load, not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
- Retire State pilot portal within 60 days after implementation; stage and live portals to remain for the term
- Additional contracts may be required to utilize third party (non- Contractor) services and integrations such as virtual classroom, payment gateway (Cybersource), job board aggregation, video interview, background screening, employee eligibility and citizenship.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Contractor will provide training onsite at Capitol Commons Center in Lansing, Michigan. Contractor will perform all other work remotely unless otherwise directed by the State.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

PAYMENT:
Deliverables will be paid on a firm fixed price deliverables basis. The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, travel time etc. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. See tables below for detailed pricing and payment timing.

- **Table 1: Cost Summary**

Products/Services		Quantity	Unit Price	Cost
Software Licenses / Products (one year)	Learning Management System Licenses	3,000	9.25	27,750
	Unlimited Video Hosting and Delivery	1	0	0
	Professional Support Package	1	0	0
	Basic Training	1	5,000	5,000

Products/Services		Quantity	Unit Price	Cost
Implementation Services	Learning Implementation – Enterprise - SVCSIMP0101	150	250	37,500
	System Readiness Setup - SVCSIMP0001	1	7,500	7,500
	Engagement Manager (60 hours) - SVCSIMP0114	60	190	11,400
Technical Services	Master Data Load - Learning (MDLL) - SVCSTEC0009	1	4,000	4,000
	Learning Historical Data Load (LHDL) - SVCSTEC0101	1	15,000	15,000
	Inbound Data Feed - OU/Users (IDF) - SVCSTEC0006	1	15,000	15,000
	Single Sign On - Standard (SSO) - SVCSTEC0021	1	10,000	10,000
	Custom Login Page (CLP) - SVCSTEC0003	1	2,000	2,000
	Welcome Page Template Design Package - SVCSTEC0027	1	5,000	5,000
	Outbound Data Feed - Learning (ODFL) - SVCSTEC0017	1	15,000	15,000
Training	Premium Two Day System Admin Training – Onsite - SVCSEDS0020	1	4,000	4,000
TOTAL				**159,150**

- **Table 2: Project and Payment Schedule**
-

Action	Duration	Start	Finish	Payment
Software Activation	0 days	Effective Date	Effective Date	
Payment: Software enterprise license fee	0 days	Effective Date	Effective Date	$32,750
Final Project Plan Development	15 days	8/22/16	8/22/16	
Payment : Final Project Plan	0 days	8/24/16	8/24/16	$12,240
Project Initiation Meeting	5 days	8/29/16	9/2/16	
Payment: Project Initiation Meeting	0 days	9/2/16	9/2/16	$24,480
Software Orientation Workshop	5 days	9/2/16	9/8/16	
Software Configuration Plan	15 days	9/8/16	9/14/16	
Payment: Orientation Workshop, Software Configuration Plan	0 days	9/14/16	9/14/16	$24,480
Configure Software and Develop Data Conversion Plan	10 days	9/14/16	9/27/16	
Payment: SW Configuration and 50% Software enterprise license fee	0 days	9/14/16	9/14/16	$24,480
Legacy Data Conversion/Migration	60 days	9/14/16	11/14/16	
System Testing	65 days	9/14/16	11/19/16	
UAT Testing	15 days	11/19/16	12/2/16	
Production Go-Live	15 days	12/3/16	12/20/16	
Catch-Up Data Migration	60 days	9/8/16	11/8/16	
Payment: Data conversion/migration, Testing & Go-Live	0 days	9/14/16	9/14/16	$12,240
Train-the-Trainer Training	2 days	11/14/16	11/16/16	
Payment: Training	0 days	12/21/16	12/21/16	$4,000
Payment: Final Acceptance (amounts previously held back)	0 days	12/21/16	12/21/16	$24,480
TOTAL				**$159,150**

Form No. DTMB-3521 (Rev. 7/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 3

to

CONTRACT NO. 071B5500056

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Cornerstone On Demand Inc.	Frank Corsaro	fcorsaro@csod.com
1601 Cloverfield Blvd	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Los Angeles CA, 90404	732-252-6326	*****8197

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	TBD	TBD	TBD
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Enterprise Learning Mangement System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 26, 2014	December 25, 2019	1 - 2 Year	December 25, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

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

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,673,123.31	$ 2,500.00	$1,675,623.31

DESCRIPTION: Effective December 29, 2015, the State adds $2500.00 to this contract to purchase a Data Load Wizard that will enable the Michigan Department of State to load its users into the system it purchased in Change Notice 2. Data Load Wizard is a 12-month subscription effective December 29th 2015 through December 29th 2016. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.

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

Project Title: **Learning Management System (LMS)**	**Period of Coverage:** **8/4/15 – 12/25/2019**
Requesting Department: **MDOS - Bureau of Elections**	**Date:** **11/04/2015**
DTMB Project Manager: **Susan Holland**	**Phone:** **517-241-3837**

This Statement of Work is governed by the Terms of Contract 071B5500056.

BACKGROUND:
In Change Notice #2, the Michigan Department of State (MDOS) purchased and began implementing a platform to provide Web Based Training to the MDOS Bureau of Elections.

OBJECTIVE:
This change notice expands on Change Notice #2 to add the Data Load Wizard to the list of software required to complete this project. The Data Load Wizard will enable MDOS to load its users into the system.

SCOPE OF WORK, TASKS AND DELIVERABLES:
The parties will complete the following tasks:

- Cornerstone: Enable Data Load Wizard in client portals
- Cornerstone: Lead the client in a design workshop to review the data feed design process and supports the design decision process of the client
- Client: Prepares files for load
- Cornerstone: Guides client on loading files into the Pilot Portal
- Client: Reviews and corrects any errors detected in the load process
- Client: Reviews and approves data load on Pilot
- Client: Loads data to Live using Data Load Wizard and templates

Assumptions

- Utilizes Cornerstone standard Data feed specifications as designed for the Data Load Wizard.
- Client has the ability to extract and transform source data to the Design Specifications format.
- Client has the ability to configure file transfers of data to Cornerstone

Data Load Wizard License Term – 12month subscription – December 29, 2015 to December 29th 2016

ACCEPTANCE CRITERIA:
Deliverables will not be considered complete until the State Project Managers have formally accepted them.

High-level acceptance criteria: Per Change Notice #2.

Project-specific acceptance criteria / Requirements: The Data Load Wizard enables MDOS to load its users into the system in a format consistent with system specifications.

PROJECT CONTROL AND REPORTS:
As set out in Change Notice #2, per original contract under the direction and control of DTMB and MDOS.
Contractor will continue to submit weekly progress reports to the Agency and DTMB Project Managers throughout the life of this project. Each progress report must contain current status, actions taken, progress made, and any risks identified since the previous report.

PROJECT CONTACTS:
The designated DTMB Project Manager is:

Tanis Lerash
Michigan Department of Technology, Management & Budget
517-636-0428
LerashT@Michigan.gov

The designated Agency Project Manager is:

Susan Holland
Michigan Department of State
517-241-3837
HollandS3@michigan.gov

The designated Contractor Project Manager is:

Frank Corsaro
Regional Sales Manager
Public Sector S&L
(732) 252- 6326
fcorsaro@csod.com

LOCATION WHERE THE WORK IS TO BE PERFORMED:
Contractor staff will work at their office location.

EXPECTED WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight hours per day, forty hours per week for State employee project support. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime rates will be permitted.

PAYMENT SCHEDULE:
Price is $2,500.00 firm fixed. Deliverables will be paid on a firm fixed price deliverables basis. Contractor will invoice in accordance with Change Notice #2.

EXPENSES:
The State will not pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT SCHEDULE:
Project schedule will remain as established in Change Notice #2.

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 2

to

CONTRACT NO. 071B5500056

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Cornerstone OnDemand Inc.	Frank Corsaro	fcorsaro@csod.com
1601 Cloverfield Blvd, Suite 600 S	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Los Angeles, CA 90404	(732) 252-6326	-8197

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI				
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Enterprise Learning Management System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 26, 2014	December 25, 2019	1, two year	December 25, 2019

PAYMENT TERMS	F.O.B.	SHIPPED TO
N/A	N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$1,477,218.76	$195,904.55	$1,673,123.31

DESCRIPTION:
Effective August 4, 2015, this contract is amended to add $195,904.55 as follows:
1. Add $154,154.55 for attached Statement of Work for MDOS, Bureau of Elections, to leverage this contract;
2. Add $24,575.00 to cover MSHDA's remaining software maintenance costs through end of base contract years; and
3. Add $17,175.00 to cover ORS's remaining software maintenance costs through end of base contract years.
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB

Procurement approval, and approval of State Administrative Board on August 4, 2015.

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

Project Title: **Learning Management System (LMS)**	**Period of Coverage:** **8/6/15 – 12/25/2019**
Requesting Department: **MDOS - Bureau of Elections**	**Date:** **6/29/15**
Agency Project Manager: **Susan Holland**	**Phone:** **517-241-3837**

This Statement of Work is governed by the Terms of Contract 071B5500056.

BACKGROUND:
During the last 5 years, the Michigan Department of State (MDOS), Bureau of Elections (BOE) has developed, piloted, and implemented an online Learning Management System (LMS) as a Software as a Service (SaaS) solution to facilitate in-person training registration, online training, an online election resource library, electronic reporting of federally and state mandated information and collaboration for election administrators statewide. The current contract is expiring at the end of 2015. BOE requests to utilize the current State of Michigan contract with Cornerstone OnDemand Inc. for services and pricing; as itemized in Contract #071B5500056 and to expedite the launch of a new LMS by the end of 2015.

One of the primary missions of the MDOS, BOE is to provide training to county, city, and township election officials under the provisions of Michigan election law. Many training courses offered by the MDOS, BOE are conducted utilizing a traditional face-to-face method. An LMS provides the tools to automate registration, wait-listing, cancellations, record keeping and sign-in sheets for in person classes.

An LMS also allows the MDOS, BOE to offer Michigan's election officials a variety of high-quality online training courses and materials at a reduced cost versus in person training. These are designed to provide instruction on Michigan election law and applicable procedures to ensure the proper administration of elections. Online training is offered as a complement to the face-to-face training and to fulfill the requirements of election Continuing Education established by state law.

PROJECT OBJECTIVE:
This Statement of Work (SOW) is for a project between MDOS through Department of Technology, Management & Budget (DTMB) and the Contractor to provide a SaaS, vendor-hosted, web-based LMS accessible by non-state employees, off state network, for the Elections administrators throughout the State of Michigan to replace the current system.

Agency Specific Technical Environment

The Contractor will provide in accordance with Contract 071B55500056 Section 1.03 Environment and the following requirements specific to this SOW and MDOS, BOE:

This is a web-based system, hosted outside of the State of Michigan servers. Internet browser compatibility with the LMS software is the most important aspect of the technical environment. Statewide users will access the LMS via a variety of browsers using a variety of technology with varying operating systems. The State of Michigan has no authority over the computer technology standards that non-employees will use throughout the state. **Any known issues with older or new software should be reported by the Contractor to BOE.**

- Operating Systems – varies but may include Windows XP, Vista, 7 and 8, Apple OS
- Workstations – varies but may include PC and MAC, tablets, mobile devices
- Internet Browsers – varies but may include IE 8 to current, Google Chrome, Firefox, Safari

- Locations – statewide
- Compatibility with 3rd Party Content authoring tools – Trivantis Lectora Suite: Lectora, Camtasia, FlyPaper, Snag IT and Microsoft Office
- SCORM Compliance with 1.2, 2004, Experience API (Tin Can)
- Optional systems/applications requiring integration – State of Michigan single sign on authentication application to be named

SCOPE:
Contractor will provide an LMS in accordance with the requirements in Contract #071B5500056 and the requirements for the MDOS, BOE LMS through the Contractor's Mid-Market Implementation listed here:

1) *SaaS* Learning Management System licensing including software patches and enhancements
2) Site creation and hosting by the vendor in a secure cloud environment with 24/7 web based accessibility, independent of state servers
3) Site for Election Officials, independent of any other LMS domains being used by other departments of the State of Michigan
4) Site administration by BOE staff
5) Compatibility for hosting SCORM compliant online training courses as well as resource materials
6) Create and track in person and virtual classes/webinars registration and attendance (BOE can create an ILT event for the virtual session in Cornerstone. BOE can add the link to the ILT event in Cornerstone. BOE users will need to sign into the virtual session through their provider.)
7) Custom fields for user account profiles and reporting
8) Custom fields used for online ordering of election supplies by users; tracking shipment, and reporting by BOE
9) Includes a customizable ad-hoc reporting module of BOE activity
10) Training and support by Cornerstone OnDemand Inc.
11) Live end-user launch by the fourth quarter of 2015
12) Optional: Data migration of existing LMS content (Master Data Load)
13) Optional: Data migration of existing user transcript data (Historical Data Load)
14) Optional: Integration to State of Michigan's single sign on (SSO) authentication process
15) Optional: Custom user login screen with unique URL, if SSO is not utilized

A more detailed description of the software, services (work) and deliverables sought for this project are provided in the Work, Deliverables and Acceptance Criteria below.

WORK, DELIVERABLES AND ACCEPTANCE CRITERIA:
For each section of Work and Deliverables, Contractor will perform in accordance with the processes detailed in contractor's Implementation Statement of Work (attached). Contractor will follow the SUITE methodology for acceptable practices in project management and deliverable documentation as may be agreed upon by the parties during the project initiation phase.

A. Business Requirements
Contractor must meet all requirements set forth in Contract 071B5500056.

B. Software
Contractor must meet all requirements set forth in Contract 071B5500056 and provide the LMS as *SaaS* hosted in a secure environment, accessible by the State and non-state election officials through the internet, outside of the State network, for the Bureau of Elections with an initial Active User base of 2500.

C. Implementation
Contractor must meet all requirements set forth in Contract 071B5500056 and implement the LMS based on a Mid-Market plan and must complete the following tasks and deliverables, including but not limited to:

- Site creation and hosting by the vendor in a secure cloud environment
- Includes a customizable ad-hoc reporting module of BOE activity
- Live end-user launch by the fourth quarter of 2015
- Optional: Data migration of existing LMS content (Master Data Load)
- Optional: Data migration of existing user transcript data (Historical Data Load)
- Optional: Integration to State of Michigan's single sign on (SSO) authentication process
- Optional: Custom user login screen if SSO is not utilized
- Services to implement the application, including
    - Test, Stage, and Live environments

- Configuration as agreed upon with chosen Mid-Market Implementation Services

D. Training
Contractor must meet all requirements set forth in Contract 071B5500056 for MDOS through the Mid-Market Implementation.

E. Documentation
Contractor must meet all requirements set forth in Contract 071B5500056 for this section.

F. Operation Services
Contractor must meet all requirements set forth in Contract 071B5500056 for this section.

G. Maintenance and Support
Contractor must meet all requirements set forth in Contract 071B5500056 for this section.

H. Other Services – Reserve Bank of Hours
Contractor must meet all requirements set forth in Contract 071B5500056 for this section. MDOS may request an estimated 300 hours over the life of the application.

PROJECT CONTROL AND REPORTS:
Per original contract under the direction and control of DTMB and MDOS.

PAYMENT SCHEDULE:
Deliverables will be paid on a firm fixed price deliverables basis. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. See tables below for detailed pricing and payment timing.

Contract Year cost breakdown:

Year 1 (8-6-2014 through12-25-2015): $54,654.55(includes prorated 4-month and 20 days software cost, implementation and training).
Year 2 (12-26-2015 through 12-25-2016): $24,875.00
Year 3 (12-26-2016 through 12-25-2017): $24,875.00
Year 4 (12-26-2017 through 12-25-2018): $24,875.00
Year 5 (12-26-2018 through 12-25-2019): $24,875.00
Total: $154,154.55

Contract Billing Schedule:

	Upon signing	Upon Acceptance	12/26/2015	12/26/2016	12/26/2017	12/26/2018
Software	$9,654.55		$24,875.00	$24,875.00	$24,875.00	$24,875.00
Implementation		$41,000.00				
Training		$4,000.00				
Total	**$9,654.55**	**$45,000.00**	**$24,875.00**	**$24,875.00**	**$24,875.00**	**$24,875.00**

Cost Tables

Table 1 below shows the prorated software costs for year one (4 months and 20 days), implementation, training and documentation.
Table 2 shows the annual software costs after implementation.
Table 3 breaks down the implementation costs.
Table 4 breaks down the training and documentation costs.

Table 1. Year 1 Project Summary (One-Time)

Project Cost(s)	Cost ($)	Comments	Contractor Invoice Timing
Software	$9,654.55	This is the software cost pro rated for the remaining 4 months and 20 days of the current contract year plus four additional years. Includes both Cornerstone Learning Cloud and Basic Training modules. See Table 2 for annualized cost. Professional Support package is included at no additional expense, terms of which are described in the original contract.	For Cornerstone Learning Cloud and Basic Training modules, Contractor may invoice upon Contract Change Notice execution for the remaining pro rata share of the current contract year (through December 25, 2015). Thereafter, Contractor may invoice for the Cornerstone Learning Cloud active users and Basic Training modules on the anniversary of original Contract Effective Date.
Implementation and Technical Projects	$41,000.00	See Project Plan for detailed implementation tasks and assumptions. See Table 3 for Implementation pricing breakdown. Engagement Manager is included in the Implementation Price at no additional expense, terms of which are described in the original contract.	Contractor may invoice the State no more often than monthly for each Table 3 Deliverable formally Accepted by the State during the prior month.
Training and Documentation	$4,000.00	Two Day Training for: System Administrator. See Table 4 for Training and Documentation pricing breakdown.	Contractor may invoice the State no more often than one time for Training and Documentation deliverable formally Accepted by the State during the prior month.
Total Project Cost	$54,654.55		

*In this change notice, the State is only purchasing the prorated licenses for the remaining 4 months and 20 days of year one (i.e., until December 25, 2015).

Table 2. Annual Software Licenses

Software license(s)	QTY (# of Licenses)	License Type (ie: Enterprise, server, or per user	Total Cost ($)	Comments (Description of licensing)
Cornerstone Learning Cloud	2,500	SaaS	$23,125.00	At the rate of $9.25 per Active User per year, Cornerstone Learning Cloud includes: • eLearning • Course Publisher • Offline Player • Content Management Developer Seats (10 seats) • Instructor-Led Training • Event Administration • Order Forms Management • Provider / Vendor Management • Facilities Management • Resource Management • Roster Management • Virtual Classroom
Basic Training			$1,750.00	Access to Client Success Center. Includes Basic eLearning training per year.
Total Cost			**$24,875.00**	

* If the State notifies Contractor that it opts to renew these licenses on the anniversary of the original contract Effective Date (December 26th each year), the State will execute a purchase order, whereafter Contractor may bill the State for the full annual fee on the anniversary of the renewal dates.

Table 3: Implementation (One Time Fees)

Mid-Market Implementation Deliverables	Total Cost ($)	Total # of hours	Comments
Learning Implementation	$20,000	320	Standard Learning Management System Mid-Market Implementation. Implementation costs do not depend on the number of users 40 days*8 hours per day=320. See Project Plan for further details.
Learning Historical Data Load	$15,000		
Master Data Load	$4,000		
Custom Login Page	$2,000		
Total Cost	**$41,000**		

Table 4: Training and Documentation (One Time Fee)

Training Cost and Documentation	Cost ($)	Comments
System Administration Training Sessions	$4,000	Two day onsite “System Administration” sessions for up to 10 State-designated persons.
System Administration Training Documentation	Included	
Total Cost	**$4,000**	

The Contractor will submit invoices annually and MDOS will pay invoices annually in accordance with Contract Standard Terms Section 8.6.

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, travel time etc.

PROJECT CONTACTS:
The designated Agency Project Manager is:

Susan Holland
MDOS – Bureau of Elections
Senior Elections Online Training Specialist
430 W. Allegan Street
Lansing, MI 48901-0726cvd
517-241-3837
hollands3@michigan.gov

The designated DTMB Project Manager is:

Dan Klodt
DTMB IT Agency Services
517-636-0234
Klodtd@michigan.gov

The designated Contractor Engagement Manager is:

Rich Mitchell
CSOD Engagement Manager
1601 Cloverfield Blvd, Suite 600 S
Los Angeles, CA 90404
(201) 487-0818 (direct)
(201) 370-1298 (cell)
richmitchell@csod.com

AGENCY RESPONSIBILITIES:
Allocate sufficient resources to review and/or test deliverables.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
The work is to be performed, completed, and managed at the following locations or remotely from the vendor's facilities at the discretion of the MDOS:

Department of State, Bureau of Elections
430 W. Allegan St. 1st Floor
Lansing, MI 48901-0726

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

Schedule H – MDOS's Project Plan

MMARKET-DOELECTIONS-V1

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
1		**0%**	**CSOD Implementation Project**	**50 days**	**Mon 7/27/15**	**Fri 10/2/15**	**NA**
2		**0%**	**Initiation Phase (Week 1-2)**	**11 days**	**Mon 7/27/15**	**Mon 8/10/15**	**NA**
3		0%	Attend Orientation	1 day	**Mon 7/27/15**	Mon 7/27/15	NA
4		0%	Confirm Success Center self-registration access & access to Pilot portal	1 day	Tue 7/28/15	Tue 7/28/15	NA
5		0%	Confirm Appropriate Training Curriculum is listed on transcript	1 day	Tue 7/28/15	Tue 7/28/15	NA
6		0%	Fill out Discovery Survey	2 days	Wed 7/29/15	Thu 7/30/15	NA
7		0%	Attend Project Kick-Off	1 day	Wed 7/29/15	Wed 7/29/15	NA
8		0%	Attend Data Feed Workshop (if needed)	8 days	Wed 7/29/15	Fri 8/7/15	NA
9		0%	Complete Week 1 and Week 2 of Training Courses	11 days	Mon 7/27/15	Mon 8/10/15	NA
10		**0%**	**Initiation Phase - COMPLETE**	**11 days**	**Mon 7/27/15**	**Mon 8/10/15**	**NA**
11		**0%**	**Design Phase (Weeks 3-4)**	**11 days**	**Mon 8/10/15**	**Mon 8/24/15**	**NA**
12		0%	Submit Custom Login Page Specifications Form - Round 1 & Round 2	11 days	Mon 8/10/15	Mon 8/24/15	NA
13		0%	Upload different Corportate Logo to PILOT (if needed)	3 days	Mon 8/10/15	Wed 8/12/15	NA
14		0%	Update Theme color in PILOT (if needed)	3 days	Mon 8/10/15	Wed 8/12/15	NA
15		0%	Format Welcome Page in PILOT (if needed)	3 days	Mon 8/10/15	Wed 8/12/15	NA
16		0%	Set Password Preferences in PILOT	3 days	Mon 8/10/15	Wed 8/12/15	NA
17		0%	Set Organizational Uit Framework in PILOT	2 days	Thu 8/13/15	Fri 8/14/15	NA

Page 1

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
18		0%	Create ILT and Online Content in PILOT	4 days	Mon 8/17/15	Thu 8/20/15	NA
19		0%	Complete Week 3 and Week 4 of Training Courses	11 days	Mon 8/10/15	Mon 8/24/15	NA
20		0%	Set Core and Learning Preferences in PILOT, email triggers, reports, security roles.	4 days	Mon 8/10/15	Thu 8/13/15	NA
21		0%	Validate User and OU Data in PILOT	5 days	Mon 8/10/15	Fri 8/14/15	NA
22		0%	Additional Functionality Training Sessions (if needed)	11 days	Mon 8/10/15	Mon 8/24/15	NA
23		0%	**Discovery Phase - COMPLETE**	11 days	Mon 8/10/15	Mon 8/24/15	NA
24		**0%**	**Delivery Phase (Weeks 5-6)**	**11 days**	**Mon 8/24/15**	**Mon 9/7/15**	**NA**
25		0%	Complete Week 5 - Week 6 of Training Courses	10 days	**Mon 8/24/15**	Fri 9/4/15	NA
26		0%	Submit Custom Login Page Specifications Form-3rd round	**4 days**	Mon 8/24/15	Thu 8/27/15	NA
27		0%	Set Core and Learning Preferences in Production; Email triggers, Reports for roles	4 days	Mon 8/24/15	Thu 8/27/15	NA
28		0%	Create content (ILT, Online) sampling in PILOT	**3 days**	Tue 8/25/15	Thu 8/27/15	NA
29		0%	Create User Acceptance Testing (UAT)cases for PILOT	5 days	Tue 8/25/15	Mon 8/31/15	NA
30		0%	Perform User Acceptance Testing (UAT) in PILOT	5 days?	Tue 8/25/15	Mon 8/31/15	NA
31		0%	Additional Functionality Related Objectives to be Defined (2 sessions)	11 days	Tue 8/25/15	Tue 9/8/15	NA
32		0%	**Design Phase - COMPLETE**	11 days	Tue 8/25/15	Tue 9/8/15	NA
33		0%	Post-User Acceptance Testing (Weeks 7-8)	11 days	Wed 9/9/15	Wed 9/23/15	NA

34		0%	Perform post UAT analysis - enrollment, email administration, reports, user profiles.	3 days	Wed 9/9/15	Fri 9/11/15	NA	

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
35		0%	Fully build out the Production system - email administration, security roles, reports, ILT and online content	5 days	Fri 9/11/15	Thu 9/17/15	NA
36		0%	Attend Transition Orientation	11 days	Fri 9/11/15	Fri 9/25/15	NA
37		0%	Attend Training Meeting with CSM (Client Success Manager)	11 days	Fri 9/11/15	Fri 9/25/15	NA
38		0%	Distribute Access information to Employees	11 days	Fri 9/11/15	Fri 9/25/15	NA
39		0%	Additional Functionality Related Objectives to be Defined	11 days	Fri 9/11/15	Fri 9/25/15	NA
40		0%	**Execution Phase - COMPLETE**	12 days	Thu 9/10/15	Fri 9/25/15	NA
41		**0%**	**Deployment (Week 9)**	**6 days**	**Fri 9/25/15**	**Fri 10/2/15**	**NA**
42		0%	Send Sample Test Scripts to CLIENT	1 day	Fri 9/25/15	Fri 9/25/15	NA
43		0%	Create UAT test plan	3 days	Fri 9/25/15	Tue 9/29/15	NA
44		0%	Prepare UAT Test Scripts	5 days	Fri 9/25/15	Thu 10/1/15	NA
45		0%	Copy Down LIVE to PILOT	1 day	Fri 9/25/15	Fri 9/25/15	NA
46		0%	Execute Test Cases	5 days	Mon 9/28/15	Fri 10/2/15	NA
47		0%	Remediation - Client/CSOD	5 days	Mon 9/28/15	Fri 10/2/15	NA
48		0%	Testing and Remediation - Complete	0 days	Fri 10/2/15	Fri 10/2/15	NA
49		**0%**	**TECHNICAL PROJECTS**	**46 days**	**Mon 7/27/15**	**Mon 9/28/15**	**NA**
50		0%	Integration Kickoff	1 day	Mon 7/27/15	Mon 7/27/15	NA

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
51		**0%**	**Custom Login Page (CLP)**	**20 days**	**Wed 7/29/15**	**Tue 8/25/15**	**NA**
52		0%	Attend Technical Overview Workshop	10 days	Mon 8/10/15	Fri 8/21/15	NA
53		0%	Complete CLP Design Specifications	7 days	Tue 8/11/15	Wed 8/19/15	NA
54		0%	Generate login page mockup. Deliver mockup and image assets to FTP	10 days	Thu 8/20/15	Wed 9/2/15	NA
55		0%	CSOD Upload to STAGE	9 days	Thu 9/3/15	Tue 9/15/15	NA
56		0%	Client Validate CLP	5 days	Wed 9/16/15	Tue 9/22/15	NA
57		0%	Update CLP based on client comments	4 days	Wed 9/23/15	Mon 9/28/15	NA
58		0%	Client Validate CLP	2 days	Tue 9/29/15	Wed 9/30/15	NA
59		0%	Load CLP - LIVE	5 days	Thu 10/1/15	Wed 10/7/15	NA
60		0%	Sign-off on CLP in LIVE	0 days	Wed 10/7/15	Wed 10/7/15	NA
61		**0%**	**Inbound Data Feed (IDF)**	**30 days**	**Mon 7/27/15**	**Fri 9/4/15**	**NA**
62		0%	Attend Technical Overview Workshop	10 days	Mon 7/27/15	Fri 8/7/15	NA
63		0%	Review User & OU Inbound Data Feed Design Doc	10 days	Thu 2/27/14	Wed 3/12/14	NA
64		0%	Conduct Design Workshop to complete the IDF Design Checklist	1 day?	Mon 8/10/15	Mon 8/10/15	NA
65		0%	Create Custom OUs from the OU Admin area (if needed)	1 day?	Tue 8/11/15	Tue 8/11/15	NA
66		0%	Create User Custom Fields in the portal (if needed)	1 day?	Tue 8/11/15	Tue 8/11/15	NA

67		0%	Generate User and OU files	15 days	Tue 8/11/15	Mon 8/31/15	NA	
Page 4								

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
68		0%	Deliver IDF Design Checklist to FTP and data files to FTP "Datafeed" folder – Pilot FTP	1 day?	Tue 9/1/15	Tue 9/1/15	NA
69		0%	Deploy IDF to PILOT	3 days	Wed 9/2/15	Fri 9/4/15	NA
70		0%	Test IDF File in PILOT	3 days	Mon 9/7/15	Wed 9/9/15	NA
71		0%	Correct Errors in IDF File	5 days	Thu 9/10/15	Wed 9/16/15	NA
72		0%	Deploy IDF to PILOT (Iteration II)	3 days	Mon 7/27/15	Wed 7/29/15	NA
73		0%	Test the IDF in PILOT (Iteration II)	2 days	Thu 7/30/15	Fri 7/31/15	NA
74		0%	Correct Errors in IDF File (Iteration II)	1 day	Mon 8/3/15	Mon 8/3/15	NA
75		0%	Move the IDF From PILOT to LIVE	5 days	Tue 8/4/15	Mon 8/10/15	NA
76		0%	Create Custom OUs from the OU Admin area (if needed)	1 day?	Tue 8/4/15	Tue 8/4/15	NA
77		0%	Create User Custom Fields in the portal (if needed)	1 day?	Tue 8/4/15	Tue 8/4/15	NA
78		0%	Test the IDF in LIVE	3 days	Tue 8/11/15	Thu 8/13/15	NA
79		0%	Sign-off on IDF on PILOT and LIVE	0 days	Thu 8/13/15	Thu 8/13/15	NA
80		**0%**	**Master Data Load (MDL)**	**40 days**	**Mon 7/27/15**	**Fri 9/18/15**	**NA**
81		**0%**	**Master Data Load (MDL) - PILOT**	**55 days**	**Mon 7/27/15**	**Fri 10/9/15**	**NA**
82		**0%**	**eLearningCourse Uploads**	**55 days**	**Mon 7/27/15**	**Fri 10/9/15**	**NA**
83		**0%**	**Load eLearning courses - PILOT**	**28 days**	**Mon 7/27/15**	**Wed 9/2/15**	**NA**

84		0%	Load eLearning Zip Files to PILOT FTP Site	5 days	Mon 7/27/15	Fri 7/31/15	NA	
Page 5								

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
85		0%	Load eLearning Courses to PILOT (Iteration I)	5 days	Mon 8/3/15	Fri 8/7/15	NA
86		0%	Test eLearning Courses in PILOT (Iteration I)	5 days	Mon 8/10/15	Fri 8/14/15	NA
87		0%	Corrections to eLearning Courses Files in PILOT (Iteration I)	3 days	Mon 8/17/15	Wed 8/19/15	NA
88		0%	Load eLearning Courses to PILOT (Iteration II)	5 days	Thu 8/20/15	Wed 8/26/15	NA
89		0%	Test eLearning Courses in PILOT (Iteration II)	3 days	Thu 8/27/15	Mon 8/31/15	NA
90		0%	Revise eLearning Courses in PILOT (Iteration II)	2 days	Tue 9/1/15	Wed 9/2/15	NA
91		0%	Sign-off on the eLearning Course Upload in PILOT	0 days	Wed 9/2/15	Wed 9/2/15	NA
92		**0%**	**Load eLearning courses - LIVE**	**8 days**	**Thu 9/3/15**	**Mon 9/14/15**	**NA**
93		0%	Load the eLearning Courses to LIVE FTP	5 days	Thu 9/3/15	Wed 9/9/15	NA
94		0%	Review/Test eLearning Courses in LIVE	3 days	Thu 9/10/15	Mon 9/14/15	NA
95		0%	Sign Off on eLearning Courses in LIVE	0 days	Mon 9/14/15	Mon 9/14/15	NA
96		**0%**	**(Call out additional data loads here with start start dependencies. Materials, ILT, etc.)**	**55 days**	**Mon 7/27/15**	**Fri 10/9/15**	**NA**
97		0%	Build the MDL File	10 days	Mon 7/27/15	Fri 8/7/15	NA
98		0%	Load to Pilot (Iteration I)	7 days	Mon 8/10/15	Tue 8/18/15	NA
99		0%	Test in Pilot (Iteration I)	3 days	Wed 8/19/15	Fri 8/21/15	NA
100		0%	Corrections to Files (Iteration I)	2 days	Mon 8/24/15	Tue 8/25/15	NA

101		0%	Load to Pilot (Iteration II)	7 days	Wed 8/26/15	Thu 9/3/15	NA	
Page 6								

MMARKET-DOELECTIONS-V1							
ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
102		0%	Test in Pilot (Iteration II)	2 days	Fri 9/4/15	Mon 9/7/15	NA
103		0%	Corrections to Files (Iteration II)	2 days	Tue 9/8/15	Wed 9/9/15	NA
104		0%	Load to Pilot (Iteration III)	10 days	Thu 9/10/15	Wed 9/23/15	NA
105		0%	Test in Pilot (Iteration III)	2 days	Thu 9/24/15	Fri 9/25/15	NA
106		0%	Corrections to Files (Iteration III)	2 days	Mon 9/28/15	Tue 9/29/15	NA
107		0%	Sign-off on MDLs in PILOT	0 days	Tue 9/29/15	Tue 9/29/15	NA
108		**0%**	**Master Data Load - LIVE**	**8 days**	**Wed 9/30/15**	**Fri 10/9/15**	**NA**
109		0%	Load the MDLs to LIVE	5 days	Wed 9/30/15	Tue 10/6/15	NA
110		0%	Review/Test MDLs in LIVE	3 days	Wed 10/7/15	Fri 10/9/15	NA
111		0%	Sign Off on MDLs in LIVE	0 days	Fri 10/9/15	Fri 10/9/15	NA
112		**0%**	**Technical Projects COMPLETE**	**0 days**	**Fri 10/2/15**	**Fri 10/2/15**	**NA**

Software and Services Pricing Quotation

Prepared for			
	Susan Holland	Date:	29 August 2016
	Michigan Bureau of Elections	Quote ID:	Q-00021660
	By Frank Corsaro fcorsaro@csod.com	Valid Until:	30 August 2015

Software

Learning

eLearning

- Course Publisher
- Offline Player
- Content Management Developer Seat

Instructor-Led Training

- Event Administration
- Custom Form / Template Creation
- Provider / Vendor Management
- Facilities Management
- Resource Management
- Roster Management
- Virtual Classroom Capable

Core Content Bundle & Services Package--Included with Business Edition!

- 20 Skillsoft Best Practice Business Courses
- 5 Skillsoft Microsoft Office Courses
- Loading, Integration, an d Hosting Services
- Best Practice Deployment Strategy Consulting
- Pre-integrated Mapping to HRSG if Performance is selected

Year 1	2,500 users @ 3.59	$ 8,975.25
Year 2	2,500 users @ 9.25	$ 23,125.00
Year 3	2,500 users @ 9.25	$ 23,125.00

Support

Professional

- 24/5 Phone Support
- Up to 3 Admins
- 24/7 access to Client Success Center

Year 1	Included
Year 2	Included
Year 3	Included

Training

Basic Training

- All access to system admin online courses
- Virtual Labs for hands-on practice
- Ask-A-Trainer community access
- Getting Started course

Business Case scenario courses	10 admin contacts for the life of the contract	
Year 1		$ 679.30
Year 2		$ 1,750.00
Year 3		$ 1,750.00

One Time Setup and Integration Fees

Implementation Services

Learning Implementation	$ 20,000.00

Integration Projects

Learning Historical Data Load (LHDL)	$ 15,000.00
Master Data Load - Learning (MDLL)	$ 4,000.00
Custom Login Page (CLP)	$ 2,000.00

Additional One Time Services

Standard Two Day System Admin Training	$ 4,000.00

Investment Summary

	Year 1	Year 2	Year 3
Software & Other Recurring	9,654.55	24,875.00	24,875.00
One Time Services	45,000.00	-	-
Totals	**54,654.55**	**24,875.00**	**24,875.00**

Notes

Cornerstone OnDemand

IMPLEMENTATION STATEMENT OF WORK
Mid Market

Purpose

The Purpose of this Statement of Work is to set out the general scope and terms of the Mid Market consulting services to be delivered in accordance to discussions between Cornerstone OnDemand, Inc. (“Cornerstone”) and Client.

Scope of Services and Deliverables

The Scope of Services outlined below provides a breakdown of the key phases of the implementation process and the corresponding Deliverables to be provided by Cornerstone and Client. The following products are in scope for implementation:

Learning Management

eLearning

Instructor Led Training

Mid-Market Implementation – Task Management and Configuration

The Cornerstone Mid-Market Implementation is an 8 week approach. This is an accelerated implementation method with controlled scope and intended for clients committed to standardized business processes.

WEEKS 1 & 2: PROJECT KICK-OFF, DISCOVERY & DATA INTEGRATION

Cornerstone Deliverable	Client Deliverable
1. Within 10 days of contract signing (a) Assign Implementation Curriculum (b) Create Client Portals (Live, Pilot & Stage) (c) Conduct Implementation Orientation workshop (i) Review of Implementation resources and expectations. 2. Schedule and Lead Calls (a) Kick-off call (i) Review of the Mid Market with Engagement Management process, implementation expectations, project parameters, and required pre-work including: selecting team members/ system administrators, scheduling an Implementation completion date and making sure that a process decision maker is available for the start of the project. (b) Client Discovery Call (i) Review client process and samples of current client processes/ documents (ii) Provide client with work plan which will include dates for completion of implementation project components (c) Technical Project Initiation Call (i) Review documentation and templates associated with relevant technical projects (d) Configuration Session(s) (i) Functionality-based demonstration of key areas and activities for administrators, managers, and end-users in the: (i) Learning Management System 3. Tasks and Deliverables include: (a) Create Client Portals (Live, Pilot, Stage) (b) Deliver access to Client Success Center (CSC), provide Training Plan with required E-Learning courses and documentation (c) Deliver Custom Login Page (CLP) template and implement project (d) Provide template for OU and User Data (e) Support client in OU and User Data formatting (f) Validate OU and User Data format in preparation for load (g) Load OU and User Data (h) Deliver Single Sign On (SSO) documentation and code (i) Review Discovery Questionnaire guide and samples of current client documents	1. Completion of the following activities before weeks 1 & 2: (a) Attend Implementation Orientation (b) Access Client Success Center (c) Review Discovery Questionnaire 2. Attend calls: (a) Kick-Off (b) Discovery (c) Technical Project Initiation (d) Configuration Session(s) 3. Tasks and Deliverables include: (a) Assemble project team knowledgeable of Client's internal processes and empowered to make real time decisions regarding: (i) Learning Management (b) Review Project Status and Training Plan Workbook activities including required E-Learning courses (c) Completion of the following activities before weeks 3-6: (i) Submit Organizational Unit and User Data in delivered template and required format (ii) Manage work plan projects with internal team and assign task were needed. (iii) Identify and provide the list of participants for the implementation project (iv) Access Client Success Center and complete required Learning E-Learning courses and documentation provided in Training Plan (v) Submit Discovery Questionnaire Guide and samples of current client documents (vi) Submit Custom Login Page template (vii) Review Single Sign On specifications and submit decision on SSO technology 4. Required for Client to finalize before starting the Learn and Configure phase: (k) E-Learning courses in a SCORM/AICC format (l) Documents for Document Repository (m) Events/Sessions structure (n) Content list for Curriculums (o) Corporate, Divisional and Departmental Goals for project

Cornerstone Deliverable	Client Deliverable
(j) Present client with project workbook specific to their objectives	

WEEKS 3 - 6: LEARN AND CONFIGURE YOUR PORTAL

Cornerstone Deliverable	Client Deliverable
1. Tasks and Deliverables include: (a) Two 1.5 hour working sessions per module implementation to align weekly task/ goals, resolve any issues and provide any additional guidance (b) Review configurations, preferences, OUs, user data and security access roles (c) Provide best practice configuration based on client use case for common configuration scenarios (d) Review and guide client thru application practice scenarios (e) Review and advise client on configuration and set up for: (i) Groups (ii) Content Loading (E-Learning, ILT, Materials) (iii) Catalog Permutations (iv) Curriculum Structure (v) Proxy Assignments (vi) Emails and custom reports (f) Review & provide User Acceptance Testing (UAT) scripts to client. (g) Direct client as to which configurations will need to be moved to the Live portal	2. Tasks and Deliverables : (a) Participate in two 1.5 hour working sessions per module implementation to align activities along with any questions, resolve any issues and provide any additional guidance. (b) Review configurations, preferences, OUs, user data and security access roles (c) Items for Client to build during the Learn and Configure phase: (i) Groups (ii) Content Loading (E-Learning, ILT, Materials) (iii) Catalog Permutations (iv) Curriculum Structure (v) Proxy Assignments (vi) Emails and custom reports (d) Client demonstrates Learning portal set-up to key stakeholders (if required) (e) Complete workbook activities and complete training prior to the start of Weeks 7-8. (f) Begin configurations to the Live portal

WEEKS 7 & 8: USER ACCEPTANCE TESTING AND SYSTEM READINESS

Cornerstone Deliverable	Client Deliverable
1. Tasks and Deliverables include: (a) 30 minutes daily status check-ins to align day's activities along with any questions, resolve any issues and provide any additional guidance (b) Conduct a final check of the work plan to make sure project is ready for completion (c) Calls will also include support for UAT and scripts: (i) Reversioning a course (ii) Adding a session and updating a roster (iii) Assigning/Requesting Training (iv) Provide guidance for ongoing project communication, client training and system launch (d) Review final portal configuration (e) Complete copy-down of Live to Pilot and Stage portals (f) Get client signed up for the Implementation Complete CSM workshop (g) Conduct transition call with Client Success Manager (h) Transition call has been completed and implementation is complete	2. Attend Calls (a) Daily status check-ins (b) Change Management Session (c) Client Success Orientation 3. Tasks and Deliverables include: (a) Participate in 30 minute daily calls to align day's activities along with any questions, resolve any issues and provide any additional guidance. (b) Discuss final steps of workbook with consultant (c) Continued delivery of UAT and scripts: (i) Reversioning a course (ii) Adding a session and updating a roster (iii) Assigning/Requesting Training (d) Deliver and provide continuous project communication and system launch timeline to key stakeholders (e) Final system demonstration (f) Complete change management activities (g) Complete Implementation Curriculum activities (h) Portal is configured and project complete (i) Client review change management presentation (j) Client is responsible for all change management activities Attend transition session with Client Success Manager

Technical Projects

Custom Login Page (CLP)

Brief Summary

Create a Custom Login Page following Client's design and layout according to Cornerstone-provided design guidelines and templates.

Tasks

- Cornerstone: Provide Client with Cornerstone's Custom Login Page design templates
- Cornerstone: Lead Client in Custom Login Page design workshops to review Custom Login Page process
- Client: Create Custom Login design based on Cornerstone's Custom Login Page design templates
- Cornerstone: Create Custom Login Page in stage per Client's design
- Client: Review and indicate corrections to errors detected in stage portal
- Cornerstone: Reload corrected Custom Login Page as necessary in stage portal
- Client: Review and approve Custom Login Page loaded to stage portal
- Cornerstone: Load Custom Login Page on pilot and live portals

Assumptions

- Utilizes Cornerstone Custom Login Page design document template
- Client will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
- Client may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
- Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client.

Historical Data Load – Learning (HDLL)

Brief Summary

Migration of learning system data from legacy system to the Cornerstone portal. Migrated data includes the following data types:

- User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)

Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files per approved data design template provided by Cornerstone
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the data load process
- Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

Assumptions

- Utilizes Cornerstone data design template
- All data loads referencing user data does so by a common unique identifier
- Client is responsible for providing unique records per data type
- Client has the ability to transform data to the format(s) defined by the Cornerstone data design template
- Client has skilled software resources that can extract master data from source systems
- Client will perform all data file consolidations by data type defined above
- Maximum of three (3) iterations of loads by data type for the purpose of correcting errors

Master Data Load – Learning (MDLL)

Master Data Load – Learning (MDLL)

Brief Summary

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types:

- E-learning courses in SCORM or AICC format only:up to a maximum of 1,000 courses
- Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials
- Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube), including up to a maximum of 1,000 videos
- Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams

Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone integration consultant
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

Assumptions

- Utilize Cornerstone standard data design document template for all data types
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
- All data records referencing user data does so by user's unique identifier value (UserID)
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract master data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

Standard Two Day System Admin Training – Live Webcast

Brief Summary

Cornerstone will provide a private two day live webcast training for Client System Administrators

Tasks

- Cornerstone will conduct two full days of training (eight hour day with a one hour lunch break) via live webcast – these can also be delivered as four 3.5 hour live webcast sessions at the client's discretion.
- The Client can select specific topics to include in the training agenda from an options menu.
- The Training is designed for main system administrators and to cover system capabilities on the above selected topics. This will enable the main administrators to make informed configuration decisions.
- Training demonstrations and interactive hands-on activities and exercises are conducted from a Training Portal with full functionality enabled. Training is not customized to client's processes and configuration, nor taught from any of the client's portals.

Assumptions

- Cornerstone will provide a virtual classroom environment and teleconference line for the webcast.
- The training will be conducted during the implementation period.
- The Client will ensure that attending System Administrators have completed the designated online training classes prior to attending the webcast training.
- Webcast sessions may not be recorded.

Timeline and Delivery

The Mid Market Implementation project(s) are Client and Cornerstone directed and therefore, the total duration will be dependent, in part, on the Client's preparation, resource commitment, executive sponsorship and decision process. Mid Market Implementation project(s) is scoped and expected to be complete within an 8 week period with weeks remotely by Cornerstone.

Project Components	Cost
Learning o Learning Implementation	$20,000.00
o Learning Historical Data Load (LHDL)	$15,000.00
o Master Data Load - Learning (MDLL)	$4,000.00
o Custom Login Page (CLP)	$2,000.00
o Standard Two Day System Admin Training	$4,000.00
Total Additional Services Cost	**$45,000.00**

The end of the Implementation project will be defined as the completion of the Cornerstone Deliverables as outlined under the Scope of Services and Deliverables sections of this document. Acceptance of Deliverables will be in accordance with the Agreement.

Assumptions/Client Obligations

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the resources reasonably necessary to scope the implementation, and fulfill the obligations listed below.

1. Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
   (a) Business Process Owner for Learning Management System (aka, the Decision Maker)
   (b) Lead Cornerstone System Administrator
   (c) Project Manager of the Cornerstone implementation
   (d) HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
   (e) Executive Stakeholder (Optional)
2. Begin going through kick-off documentation in the Client Success Center
3. Empower team to make real-time decisions regarding configuration and business process functions during the project.
4. Ensure project team attendance and active participation during all phases of the Implementation project.
5. Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
6. Manage project staffing and milestones.
7. Manage project status and ensure completion of Client project deliverables.
8. Attend and participate in configuration workbook overview, implementation coaching, and administrator training sessions.
9. Validate and ensure available technical environment (high speed web access for all attendees during the training session).
10. The end of the implementation project is tied solely to the acceptance by Client of those deliverables for which Cornerstone is responsible.
11. Manage project status through Cornerstone provided work plan and ensure completion of Client project deliverables.
12. Provide a primary point of contact for Cornerstone during and after the implementation.
13. Ensure proper communication to end-users during implementation in preparation for rollout.
    (a) Manage change management and on-going communication of the Learning solution project.
    (b) The project will be conducted remotely.
14. Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by Client; (ii) if Client does not commence the project, one year from the purchase date; or (iii) if Client commences the project but subsequently does not proceed with the project, one year from the date Client ceased working on the project.
15. Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work documenting such changes and the pricing impact, if any, to the original project scope.
16. Any Historical Data Load (HDL), Master Data Load (MDL) or Data Migration project not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.

Additional Service Offerings

Cornerstone provides additional service offerings at an additional charge. The following service offerings, if not expressly stated in the 'Scope of Services' section of this document, are not included as part of this engagement:

Technical Consulting	1. Content and Transcript Historical Data Loads
Content Services	2. Learning Content Needs Assessment 3. E-Learning Development 4. ILT Development / Production 5. Content Maintenance 6. Content Localization
Consulting Services	7. Consulting Service Packs 8. Analytics / Custom Report Development 9. System Preference Updates
Educational Services	10. Virtual Training Courses 11. Live Coaching

Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B5500056

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Cornerstone OnDemand Inc.	Frank Corsaro	fcorsaro@csod.com
1601 Cloverfield Blvd, Suite 600 S	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Los Angeles, CA 90404	(732) 252-6326	-8197

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI				
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	(517) 284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Enterprise Learning Management System

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 26, 2014	December 25, 2019	1, two year	December 25, 2019
PAYMENT TERMS	**F.O.B.**	**SHIPPED TO**	
N/A	N/A	N/A	

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$1,358,000.00	$119,218.76	$1,477,218.76

DESCRIPTION:
Effective June 26, 2015, this contract is amended to add $119,218.76 for the two attached Statements of Work, wherein the Michigan State Housing Development Authority (MSHDA) and the Office of Retirement Services (ORS) leverage this contract. The project costs are, respectively, $91,071.88 for MSHDA and $28,146.88 for ORS. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and DTMB Procurement approval.

FOR THE CONTRACTOR:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

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

Project Title: **Learning Management System (LMS)**	**Period of Coverage:** **7/1/15 – 9/29/15**
Requesting Department: **MSHDA**	**Date:** **6/25/15**
Agency Project Manager: **Dace Koenigsknecht**	**Phone:** **517-241-4491**
DTMB Project Manager: **David Eder**	**Phone:** **517-335-6733**

This Statement of Work is governed by the Terms of Contract 071B5500056.

BACKGROUND:

The Michigan State Housing Development Authority (MSHDA) provides financial and technical assistance through public and private partnerships to create and preserve safe and decent affordable housing.

Mission

The Michigan State Housing Development Authority's (MSHDA) mission is to enhance Michigan's economic and social health through housing and community development activities.

Vision

MSHDA invests in people and places in order to build a strong and vibrant Michigan. We forge creative and collaborative partnerships, share knowledge and target resources to improve quality of life.

PROJECT OBJECTIVE:

LMS Need

MSHDA does not have a training system. Many of the MSHDA departments have training needs and certifications that are not being met. Developing and delivering training in the broad spectrum of MSHDA internal and external clients is inefficient and inadequate.

Goals and Business Objectives

1. More efficient management and deployment of e-learning
2. Consolidate training information within a single system
3. Align training processes with business needs
4. Common processes for education and training across MSHDA
5. Deliver skills and competency management programs in a timely manner
6. Reduce travel and training costs
7. Meet regulatory compliance

SCOPE OF WORK:

This project consists of the following components and scope:

- LMS Software Licensing
- Configuration
- Implementation of LMS software
    - Data Conversion
    - Data Migration
    - Configuration Testing

    - Provision of LMS data to the State Data Warehouse
- Training
    - Train-the-Trainer Training
    - System Administrator Training
- Documentation
    - Systems Administration Documentation
    - Screen-level Help function with documentation for the screen's functions
- Operation Services
- Maintenance and Support
    - Help Desk
    - Technical Support
    - Software Patches and Enhancements

WORK, DELIVERABLES AND ACCEPTANCE CRITERIA:
For each section of Work and Deliverables, Contractor will perform in accordance with the processes detailed in contractor's Implementation Statement of Work (attached). Contractor will follow the SUITE methodology for acceptable practices in project management and deliverable documentation as may be agreed upon by the parties during the project initiation phase.

- **A. Requirements**
    - Contractor will meet all Business, Technical and Functional Requirements detailed in Appendix A of this SOW. Contractor will use a traceability matrix to verify and validate the same.
    - **Deliverables**
        - Verification and validation of business requirements documentation
        - Contractor will identify the fulfillment of each required function in the LMS software.
        - Contractor will work with State staff in determining gaps in fulfillment of required functions.
        - Contractor will document the fulfillment and gaps. Contractor will propose changes to the LMS to manage gaps.
        - Contractor will provide analysis of integrating with multiple Online Learning courses (examples: Blackboard, Quick Knowledge).
    - **Acceptance Criteria**
    - Per original contract.
- **B. Software**
  Contractor will provide 475 LMS software licenses and access for up to 5 admins to Client Success Center.

  Deliverables
    - All requested LMS software licenses for State use
    - All required third-party software for State use (the State reserves the right to utilize existing licenses where applicable)

  Acceptance Criteria
    - Per original contract.

- **C. Implementation**
  Contractor will implement the System and will complete all tasks and deliverables listed in in attached Project Plan and contractor's Implementation Statement of Work including, but not limited to, the following high-level tasks:
    - System Readiness Setup listed in **Cost Table 3A**
    - Implementation including Technical Projects listed in **Cost Table 3B**
    - Incorporation of data from State's Human Resources Information System (HRIS) into the System
    - Incorporation of elearning courses

- Incorporation of Virtual Classroom Integration (vILT)
- Creation of custom login page
- Single sign-on capabilities, as applicable

Contractor will participate in Interface Testing and User Acceptance Testing.

- Contractor will use a test database environment to perform all testing before transferring into a production environment.
- Contractor will provide test cases and results to the State.

See contractor's Implementation Statement of Work for detailed tasks, deliverables, and assumptions related to System Readiness Set-up, Implementation Services, and Technical Projects.

Deliverable(s)

Services to implement the application, including the activity and documentation of:

- Pilot, Stage, and Live environments
- Initial configuration of Stage environment
- Routine import of data from HRIS
- Custom login pages and SSO, as applicable
- All tasks and deliverables listed in Contractor's Implementation Statement of Work.

Acceptance Criteria

- Per original contract.

D. Training

Contractor shall provide training on the system for MSHDA to identified State staff. Training will include:

- Train the Trainer Training sessions in Lansing, MI for up to twenty five (25) State personnel.
- System Administration Training for up to ten (10) State personnel who will be responsible for ongoing administration of the system, including security.

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.). Training will be provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.). All training manuals, training plans and other documentation provided become the property of the State.

The State may request additional optional training sessions that may result from upgrades and new versions to the system that affect end-user functionality.

Deliverable(s)

- 2-day, on-site train-the-trainer sessions
- 2-day, on-site technical training sessions
- 2-day, on-site system administration training sessions

Acceptance Criteria

- Per original contract.

E. Documentation

Contractor shall provide all documentation to the State including, but not limited to, User and Technical Manuals and Data Element Dictionaries through Contractor's online help system and/or through Contractor's Client Success Center in accordance with Contractor's established procedures.

Deliverable(s)

- User and Technical Manuals
- Data Element Dictionaries

Acceptance Criteria

- Per original contract.

F. Operation Services

The contractor will operate the LMS providing access to read and update system data seven (7) days a week, 24 hours a day.

Deliverable(s)

- Hosting
- Systems management
- Storage services
- Management with hardware at the Contractor's site in accordance with the Service Level Agreement described in **Schedule J** of the original contract.

Acceptance Criteria

- Per original contract.

G. Maintenance and Support

Contractor will provide Software Maintenance and Support and Help Desk Support pursuant to Contractor's Professional Support Package and associated Service Level Agreement as described in this section and in Schedule J of the original contract.

Deliverables

- Software Maintenance & Support
- Help Desk Support

Acceptance Criteria

- Per original contract.

PROJECT CONTROL AND REPORTS:

Per original contract.

PAYMENT SCHEDULE:

Deliverables will be paid on a firm fixed price deliverables basis. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. See tables below for detailed pricing and payment timing.

Table 1. Summary of the Project Cost

Project Cost(s)	Cost ($)	Comments	Contractor Invoice Timing
Software	$3,071.88	This is the software cost prorated for the remaining 6 months of the current contract year. See Table 2 for annualized cost. Professional Support package is included at no additional expense, terms of which are described in the original contract.	For Cornerstone Learning Cloud and Basic Training modules, Contractor may invoice upon Contract Change Notice execution for the remaining pro rata share of the current contract year (through December 25, 2015). Thereafter, Contractor may invoice for the Cornerstone Learning Cloud active users and Basic Training modules on the anniversary of original Contract Effective Date.
Implementation	$76,000	See Project Plan for detailed implementation tasks and assumptions. See Table 3A and 3B for Implementation pricing breakdown.	Contractor may invoice the State no more often than monthly for each Table 3 Deliverable formally Accepted by the State during the prior month.
Training and Documentation	$12,000	Two Day Training for: System Administrator. See Table 4 for Training and Documentation pricing breakdown	Contractor may invoice the State no more often than monthly for each Training and Documentation deliverable formally Accepted by the State during the prior month.
Total Project Cost	**$91,071.88**		

Table 2. Annual Software Licenses

Software license(s)	QTY Licenses	License Type (ie: Enterprise, server, or per user	Total Cost ($)	Comments (Description of licensing)
Cornerstone Learning Cloud	475	SaaS	$4,393.75	At the rate of $9.25 per Active User per year, Cornerstone Learning Cloud includes: • eLearning • Course Publisher • Offline Player • Content Management Developer Seats (10 seats) • Instructor-Led Training • Event Administration • Order Forms Management • Provider / Vendor Management • Facilities Management • Resource Management • Roster Management • Virtual Classroom
Basic Training Module			$1,750.00	Access to Client Success Center. Includes Basic eLearning training.
Total Cost	$4,393.75		**$6,143.75***	

*In this change notice, the State is only purchasing the prorated licenses for the remaining 6 months of the current contract year (i.e., until December 26, 2015). If the State notifies Contractor that it opts to renew these licenses on the anniversary of the original contract Effective Date (December 26th each year), the parties will execute a Contract Change Notice (contract amendment), whereafter Contractor may bill the State for the full annual fee on the anniversary of the renewal dates.

Table 3: Implementation

Table 3A: Standard Enterprise Implementation Deliverables

Standard Enterprise Implementation Deliverables	Total Cost ($)	Comments
System Readiness & Set Up	$7,500	Standard Learning Management System Enterprise Implementation Deliverables. See Preliminary Project Plan for further detail on project resources and Contractor deliverables.
Project Initiation	$12,500	
Discovery, Design & Planning	$12,500	
Execution & Acceptance Testing	$12,500	
Total Cost	**$45,000**	

Table 3B: Technical Projects

Technical Projects	Total Cost ($)	Comments
Custom Login Page	$2,000	Create a Custom Login Page following State's design and layout according to Contractor-provided design guidelines and templates.
Inbound Data Feed- Learning	$15,000	Integration with State's system enabling automated population of Learning Management data via a scheduled Inbound Data Feed (IDF) of the following data sets: • Course completion data to user transcript record
Master Data Load- Learning	$4,000	Migration of master system data to the Contractor portal. Migrated data includes the following data types: • E-learning courses in SCORM or AICC format only up to a maximum of 1,000 courses • Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials • Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, m4v format or URL from YouTube), including up to a maximum of 1,000 videos • Questions and exams, including up to a maximum of 1,000 questions and

		up to a maximum of 300 exams
Single Sign On Standard	$10,000	Single Sign On (SSO) is a feature that allows State users to seamlessly login to the State's Portal without entering an ID and PW. Creating this feature involves developing a program on the CSOD side, and a program on the State side. These programs communicate with each other when a user clicks a link or an icon to get into CSOD, passing the Identity of the user and an encrypted key to allow for the user to enter.
Total Cost	**$31,000**	

Table 4: Training and Documentation

Training cost and Documentation	Cost ($)	Comments
Train the Trainer Sessions	$4,000	Two day onsite "Train the Trainer" Sessions for up to 25 State-designated persons.
Train the Trainer Documentation	Included	
Technical Training Sessions	$4,000	Two day onsite "Technical Training" sessions for up to 5 State-designated persons.
Technical Training Documentation	Included	
System Administration Training Sessions	$4,000	Two day onsite "System Administration" sessions for up to 10 State-designated persons.
System Administration Training Documentation	Included	
Total Cost	**$12,000**	

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated Agency Project Manager is:

Dace Koenigsknecht
MSHDA
735 East Michigan Ave
Lansing, MI 48912
517-241-4491
koenigsknechtd@michigan.gov

The designated DTMB Project Manager is:

David Eder
DTMB
116 Allegan
Lansing, MI 48933
517-335-6733
ederd@michigan.gov

The designated Contractor Engagement Manager is:

Karen Burns
CSOD
1601 Cloverfield Blvd, Suite 600 S
Los Angeles, CA 90404
410-798-0628
kburns@csod.com

AGENCY RESPONSIBILITIES:
Allocate sufficient resources to review and/or test deliverables.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Contractor will attend initial planning meetings and conduct training sessions in Lansing, Michigan. Contractor will perform all other work remotely unless otherwise agreed.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

Appendix A – Requirements for MSHDA SOW

Contractor will fulfill the Business and Functional requirements set forth below in the manner indicated in the corresponding Comments set forth in the original contract 071B5500056 dated December 26, 2014.

1. Business Requirements Detail

Business Req. No.	Detailed Business Requirement Description
1	The system shall provide content authoring tool to effectively develop and manage training content and curriculum.
2	The system shall provide ability to manage course content and course curriculum.
3	The system shall provide course inventory management.
4	The system shall provide training event management.
5	The system shall provide ability to track course registrations.
6	The system shall provide competency management tools to track user course completion.
7	The system shall provide ability to perform course management.
8	The system shall provide ability to perform course assessments.
9	The system shall provide ability to perform test assessment.
10	The system shall receive an inbound data feed from HRMN and the ability to export CSV files for use with other SOM systems.
11	The system shall provide a robust system administration interface.
12	The system shall provide ability to generate reports and also support adhoc reporting.
13	The system shall generate user defined and automated notifications.
14	The system shall provide ability to download a specific course and access it offline.
15	The system shall provide ability to perform effective course capacity management.
16	The system shall allow course accessibility on various mobile devices.

2. Functional Requirements Detail

Functional Req. No.	Detailed Functional Requirement Description
1	
1.1	The system shall provide an effective authoring tool to create training courses through the browser.
1.3	The system shall provide ability to upload online training videos(a wide variety of existing content particularly media content including specifically audio , video animation ,dynamic HTML , XML , JavaScript and Java) developed by a system external to the LMS.
1.4	The system shall provide ability to upload existing content files which specifically include PowerPoint, MS word documents, PDFs, HTML, XML.
2	Content and Curriculum Management
2.1	The system shall provide ability to manage course version control.
2.2	The system shall provide ability to upload training documentation/certification from other systems external to LMS.

Functional Req. No.	Detailed Functional Requirement Description
2.3	The system shall provide ability to archive webinars for a specific period of time as configured.
2.4	The system shall provide ability to bookmark to continue later.
3	Course Inventory Management
3.1	The system shall provide ability to co-ordinate and manage training course inventory.
3.2	The system shall provide ability to group courses based on specific criteria.
3.3	The system shall provide ability to browse a course catalog.
4	Training Event Management - Schedule Calendar
4.1	The system shall provide Master Calendar of training courses offered.
4.2	The system shall provide ability to schedule training courses
4.3	The system shall provide ability to resolve schedule conflicts.
5	
5.1	The system shall support registration of an individual based on supervisor approval.
5.2	The system shall allow a manager or an administrator to initiate registration for a user.
5.3	The system shall support batch registration of users to individual courses, certificate programs or any combination of courses.
5.4	The system shall provide ability to set or configure other course registration restriction and approval mechanisms including manager approval.
5.5	The system shall provide search capabilities to search on defined parameters like • Courses • Students • Enrollments • Accounts
5.6	The system shall provide wait list capabilities for users to register for a course.
6	Competency Management
6.1	The system shall provide ability to review individual progress through reports.
6.2	The system shall provide ability to generate course inventory list.
6.3	The system shall provide ability to generate course report grouped by employees.
7	Course Management
7.1	The system shall allow time based eligibility for training to enforce completion time periods.
7.2	The system shall provide ability to add a course.
7.3	The system shall provide ability to edit a course

Functional Req. No.	Detailed Functional Requirement Description
7.4	The system shall provide ability to set a course inactive
7.5	The system shall provide ability to cancel a course
7.6	The system shall provide ability to specify pre- requisites for courses if any, when a course is selected.
8	Course Assessment
8.1	The system shall provide ability to set up quizzes to assess course.
8.2	The system shall provide ability to create survey for course content evaluation.
8.3	The system shall provide ability to track course content evaluation history.
9	Testing and Evaluation
9.1	The system shall provide online testing.
9.2	The system shall support several variations as listed below • Multiple choices • Short answer tests (Employee will fill in missing words) • Answer in attached files
9.3	The system shall provide test generator feature that randomly chooses questions for a test.
9.4	The system shall perform test evaluation.
9.5	The system shall provide online certification.
10	Integration with external SOM systems
10.1	The system shall have ability to interface with SOM systems like the HRMN (Human Resource Management Network) system.
10.2	The system shall export course completion status to a CSV file.
10.4	The system shall interface with outlook Email distribution systems to send emails and schedule appointments.
10.5	The system shall have the ability to make mass email communications to registered users.
10.6	The system shall provide ability to import spread sheets generated from external systems.
11	System Administration
11.1	The system shall provide ability to define user profiles.
11.2	The system shall provide ability to define user roles within LMS.
11.3	The system shall provide user authentication to access the system.
11.4	The system shall provide capabilities to track activity and transaction history capabilities.
11.5	The system shall display personalized course catalogs for a specific user.
12	Reporting
12.1	The system shall provide ability to track the number of courses held for a specific time period.
12.2	The system shall provide ability to review individual progress through reports
12.3	The system shall provide ability to export reports to spread sheets.

Functional Req. No.	Detailed Functional Requirement Description
12.4	The system shall provide/allow user friendly customization of the following reports. • Standard reports • Summary Reports • Completion Reports • Cross Training Reports • Inactive Course Report. • Activity Authentication Reports • Comparative Reports • Demographic Reports • System Access Reports • Purchase Reports • Token Usage Reports • Exception Reports
13	System Generated Notifications

13.1	The system shall allow user to preset notifications as specified below
	
	• Reminder Notifications on any incomplete courses.
	• Notifications on mandatory courses.
	
	• Notifications of recommended course.
	• Notify wait listed candidate, if a requested course becomes available.
	• Account Notifications
	  • Account created notification
	  • Forgotten password helper
	  • Password changed by user notification.
	• Report Notifications
	  • Scheduled Report Ready notification
	  • Ad Hoc Report Ready notification
	  • Course, Assessment or Learning Path Notifications
	  • Purchase Notification
	  • Enrollment Notification
	  • Enrollment Request Pending notification
	  • Enrollment Declined Notification
	  • Cancellation Approved Notification
	  • Cancellation Declined Notification
	  • Due Date Reminder (3 time definable)
	  • Past Due Notification
	  • Completion Notification
	
	• Provide ability to user to set alerts to notify when interested course is available.

14	COURSES OFFERED OFFLINE

Functional Req. No.	Detailed Functional Requirement Description
14.1	The system shall provide offline courses which would allow the user to download a course and run locally on a computer offline.
15	COURSE CAPACITY MANAGEMENT
15.1	The system shall provide ability to manage course capacity and waitlist issues.
15.2	The system shall provide ability to resolve waitlist issues.
15.3	The system shall effectively handle user cancellations.
15.4	The system shall detect resource conflicts during the registration process.
16	MOBILE CONTENT PUBLISHING AND DELIVERY
16.1	The system shall allow users to download and take a course disconnected from the network on mobile devices.
16.2	The system shall allow assessment results and other data uploaded to the LMS.
16.3	The system shall allow learning modules be packaged for mobile download.

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
1		**0%**	**CSOD Implementation Project**	**61 days**	**Wed 7/1/15**	**Wed 9/23/15**	**NA**
2		**0%**	**Initiation Phase (Week 1)**	**6 days**	**Wed 7/1/15**	**Wed 7/8/15**	**NA**
3		0%	Initiation Call	1 day	**Wed 7/1/15**	Wed 7/1/15	NA
4		0%	Identify Administrators for Client Success Center Training	1 day	Thu 7/2/15	Thu 7/2/15	NA
5		0%	Submit Administrators for Client Success Center Training	1 day	Thu 7/2/15	Thu 7/2/15	NA
6		0%	Create Box.com client repository	1 day?	Fri 7/3/15	Fri 7/3/15	NA
7		0%	Deliver Discovery Questionnaire	1 day	Fri 7/3/15	Fri 7/3/15	NA
8		0%	Deliver Technical Workshop Schedule	1 day	Fri 7/3/15	Fri 7/3/15	NA
9		0%	Deliver Technical Specifications and Design Documents	1 day	Mon 7/6/15	Mon 7/6/15	NA
10		0%	Schedule OU workshop, Discovery Onsite, Weekly Status Calls	2 days	Mon 7/6/15	Tue 7/7/15	NA
11		**0%**	**Initiation Phase - COMPLETE**	**6 days**	**Wed 7/1/15**	**Wed 7/8/15**	**NA**
12		**0%**	**Discovery Phase (Weeks 2-4)**	**16 days**	**Wed 7/8/15**	**Wed 7/29/15**	**NA**
13		0%	Complete Discovery Functional Questionnaires	5 days	Thu 7/9/15	Wed 7/15/15	NA
14		0%	Complete Online Training (OU/Security/Preferences)	5 days	Wed 7/8/15	Tue 7/14/15	NA
15		0%	Provide Process Documentation	5 days	Thu 7/9/15	Wed 7/15/15	NA
16		0%	Deliver Draft Project Plan	5 days	Wed 7/8/15	Tue 7/14/15	NA
17		0%	Schedule Onsite Training	1 day	Wed 7/8/15	Wed 7/8/15	NA

ENTERPRISE-MSHDA-v2

		% Complete	Task Name	Duration	Start	Finish	Actual Start
18		0%	OU Workshop	1 day	Wed 7/15/15	Wed 7/15/15	NA
19		0%	Configure Demo Portal	4 days	Thu 7/16/15	Tue 7/21/15	NA
20		0%	**Discovery Phase - COMPLETE**	16 days	Wed 7/8/15	Wed 7/29/15	NA
21		**0%**	**Design Phase Weeks 5-8**	**16 days**	**Wed 8/5/15**	**Wed 8/26/15**	**NA**
22		0%	Onsite Training	2 days	**Wed 8/5/15**	Thu 8/6/15	NA
23		0%	Build Out Security Roles/Preferences/Org Units In Live	5 days	Wed 8/5/15	Tue 8/11/15	NA
24		0%	Request Copy Down from Live to Pilot	1 day?	Tue 8/11/15	Tue 8/11/15	NA
25		0%	Copy Down from Live to Pilot	1 day?	Tue 8/11/15	Tue 8/11/15	NA
26		**0%**	**Follow-Up Configuration Sessions**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
27		**0%**	**Learning (LMS) Design - PILOT**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
28		**0%**	**Identify and Configure Portal Settings - LMS**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
29		0%	Configure OU and User Data in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
30		0%	Configure System Preferences in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
31		0%	Configure Security Preferences in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
32		0%	Configure Distribution / Emails in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
33		0%	Configure Catalog Management (Curriculum) in PILC	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
34		0%	Configure eLearning (including Tests, Evaluation) in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
35		0%	Configure Classroom training /ILT in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
36		0%	Configure Reporting - LMS in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
37		**0%**	**Deliver Configuration Workbook - LMS**	**0 days**	**Tue 8/25/15**	**Tue 8/25/15**	**NA**
38		**0%**	**Design Phase - LMS - COMPLETE**	**0 days**	**Tue 8/25/15**	**Tue 8/25/15**	**NA**
39		0%	**Design Phase - COMPLETE**	16 days	Wed 8/5/15	Wed 8/26/15	NA
40		**0%**	**Execution Phase - LIVE - Weeks 9-10**	**6 days**	**Wed 9/2/15**	**Wed 9/9/15**	**NA**
41		**0%**	**Configure LMS in LIVE**	**10 days**	**Wed 9/2/15**	**Tue 9/15/15**	**NA**
42		**0%**	**Configure LIVE Portal Settings - LMS**	**10 days**	**Wed 9/2/15**	**Tue 9/15/15**	**NA**
43		0%	Configure OU and User Data in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
44		0%	Configure System Preferences in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
45		0%	Configure Security Preferences in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
46		0%	Configure Distribution / Emails in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
47		0%	Configure Security Roles in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
48		0%	Configure Catalog Management in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
49		0%	Configure eLearning (including Tests, Evaluation) in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
50		0%	Configure Classroom training /ILT in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
51		0%	Configure Reporting - LMS in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
52		0%	**LIVE Portal Configuration Complete - LMS**	0 days	Tue 9/15/15	Tue 9/15/15	NA
53		0%	**Execution Phase - COMPLETE**	0 days	Tue 9/15/15	Tue 9/15/15	NA
54		**0%**	**UAT Phase - Weeks 9-11**	**11 days**	**Wed 9/2/15**	**Wed 9/16/15**	**NA**
55		0%	Send Sample Test Scripts to CLIENT	1 day	Wed 9/2/15	Wed 9/2/15	NA
56		0%	Create UAT test plan	3 days	Wed 9/2/15	Fri 9/4/15	NA
57		0%	Prepare UAT Test Scripts	5 days	Wed 9/2/15	Tue 9/8/15	NA
58		0%	Copy Down LIVE to PILOT	1 day	Tue 9/15/15	Tue 9/15/15	NA
59		0%	Execute Test Cases	10 days	Wed 9/16/15	Tue 9/29/15	NA
60		0%	Remediation - Client/CSOD	10 days	Wed 9/16/15	Tue 9/29/15	NA
61		0%	Testing and Remediation - Complete	0 days	Tue 9/29/15	Tue 9/29/15	NA
62		**0%**	**UAT Phase - COMPLETE**	**11 days**	**Wed 9/2/15**	**Wed 9/16/15**	**NA**
63		**0%**	**Deployment Phase - Weeks 11-12**	**6 days**	**Wed 9/16/15**	**Wed 9/23/15**	**NA**
64		**0%**	**Transition to CSOD Global Product Support**	**10 days**	**Wed 9/16/15**	**Tue 9/29/15**	**NA**
65		0%	Agree Upon Support Contacts	2 days	**Wed 9/16/15**	Thu 9/17/15	NA
66		0%	Create Admin Accounts	2 days	Fri 9/18/15	Mon 9/21/15	NA
67		0%	Participate in Client Success Manager Handoff Call	1 hr	Tue 9/22/15	Tue 9/22/15	NA
68		0%	System Readiness	5 days	Wed 9/16/15	Tue 9/22/15	NA

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
69		**0%**	**Go-LIVE**	**0 days**	**Tue 9/22/15**	**Tue 9/22/15**	**NA**
70		0%	Post Live Issue Remediation	5 days	Wed 9/23/15	Tue 9/29/15	NA
71		0%	Project Close Out Tasks	5 days	Wed 9/23/15	Tue 9/29/15	NA
72		0%	**Deployment Phase - COMPLETE**	16 days	Wed 9/2/15	Wed 9/23/15	NA
73		**0%**	**TECHNICAL PROJECTS**	**46 days**	**Wed 7/1/15**	**Wed 9/2/15**	**NA**

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
1		**0%**	**CSOD Implementation Project**	**61 days**	**Wed 7/1/15**	**Wed 9/23/15**	**NA**
2		**0%**	**Initiation Phase (Week 1)**	**6 days**	**Wed 7/1/15**	**Wed 7/8/15**	**NA**
3		0%	Initiation Call	1 day	**Wed 7/1/15**	Wed 7/1/15	NA
4		0%	Identify Administrators for Client Success Center Training	1 day	Thu 7/2/15	Thu 7/2/15	NA
5		0%	Submit Administrators for Client Success Center Training	1 day	Thu 7/2/15	Thu 7/2/15	NA
6		0%	Create Box.com client repository	1 day?	Fri 7/3/15	Fri 7/3/15	NA
7		0%	Deliver Discovery Questionnaire	1 day	Fri 7/3/15	Fri 7/3/15	NA
8		0%	Deliver Technical Workshop Schedule	1 day	Fri 7/3/15	Fri 7/3/15	NA
9		0%	Deliver Technical Specifications and Design Documents	1 day	Mon 7/6/15	Mon 7/6/15	NA
10		0%	Schedule OU workshop, Discovery Onsite, Weekly Status Calls	2 days	Mon 7/6/15	Tue 7/7/15	NA
11		**0%**	**Initiation Phase - COMPLETE**	**6 days**	**Wed 7/1/15**	**Wed 7/8/15**	**NA**
12		**0%**	**Discovery Phase (Weeks 2-4)**	**16 days**	**Wed 7/8/15**	**Wed 7/29/15**	**NA**
13		0%	Complete Discovery Functional Questionnaires	5 days	Thu 7/9/15	Wed 7/15/15	NA
14		0%	Complete Online Training (OU/Security/Preferences)	5 days	Wed 7/8/15	Tue 7/14/15	NA
15		0%	Provide Process Documentation	5 days	Thu 7/9/15	Wed 7/15/15	NA
16		0%	Deliver Draft Project Plan	5 days	Wed 7/8/15	Tue 7/14/15	NA
17		0%	Schedule Onsite Training	1 day	Wed 7/8/15	Wed 7/8/15	NA

ENTERPRISE-MSHDA-v2

ID	% Complete	Task Name	Duration	Start	Finish	Actual Start
18	0%	OU Workshop	1 day	Wed 7/15/15	Wed 7/15/15	NA
19	0%	Configure Demo Portal	4 days	Thu 7/16/15	Tue 7/21/15	NA
20	0%	**Discovery Phase - COMPLETE**	16 days	Wed 7/8/15	Wed 7/29/15	NA
21	**0%**	**Design Phase Weeks 5-8**	**16 days**	**Wed 8/5/15**	**Wed 8/26/15**	**NA**
22	0%	Onsite Training	2 days	**Wed 8/5/15**	Thu 8/6/15	NA
23	0%	Build Out Security Roles/Preferences/Org Units In Live	5 days	Wed 8/5/15	Tue 8/11/15	NA
24	0%	Request Copy Down from Live to Pilot	1 day?	Tue 8/11/15	Tue 8/11/15	NA
25	0%	Copy Down from Live to Pilot	1 day?	Tue 8/11/15	Tue 8/11/15	NA
26	**0%**	**Follow-Up Configuration Sessions**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
27	**0%**	**Learning (LMS) Design - PILOT**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
28	**0%**	**Identify and Configure Portal Settings - LMS**	**15 days**	**Wed 8/5/15**	**Tue 8/25/15**	**NA**
29	0%	Configure OU and User Data in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
30	0%	Configure System Preferences in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
31	0%	Configure Security Preferences in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
32	0%	Configure Distribution / Emails in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
33	0%	Configure Catalog Management (Curriculum) in PILC	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
34	0%	Configure eLearning (including Tests, Evaluation) in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
35		0%	Configure Classroom training /ILT in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
36		0%	Configure Reporting - LMS in PILOT	15 days	**Wed 8/5/15**	Tue 8/25/15	NA
37		**0%**	**Deliver Configuration Workbook - LMS**	**0 days**	**Tue 8/25/15**	**Tue 8/25/15**	**NA**
38		**0%**	**Design Phase - LMS - COMPLETE**	**0 days**	**Tue 8/25/15**	**Tue 8/25/15**	**NA**
39		0%	**Design Phase - COMPLETE**	16 days	Wed 8/5/15	Wed 8/26/15	NA
40		**0%**	**Execution Phase - LIVE - Weeks 9-10**	**6 days**	**Wed 9/2/15**	**Wed 9/9/15**	**NA**
41		**0%**	**Configure LMS in LIVE**	**10 days**	**Wed 9/2/15**	**Tue 9/15/15**	**NA**
42		**0%**	**Configure LIVE Portal Settings - LMS**	**10 days**	**Wed 9/2/15**	**Tue 9/15/15**	**NA**
43		0%	Configure OU and User Data in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
44		0%	Configure System Preferences in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
45		0%	Configure Security Preferences in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
46		0%	Configure Distribution / Emails in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
47		0%	Configure Security Roles in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
48		0%	Configure Catalog Management in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
49		0%	Configure eLearning (including Tests, Evaluation) in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
50		0%	Configure Classroom training /ILT in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA
51		0%	Configure Reporting - LMS in LIVE	10 days	Wed 9/2/15	Tue 9/15/15	NA

ENTERPRISE-MSHDA-v2

		% Complete	Task Name	Duration	Start	Finish	Actual Start
52		0%	**LIVE Portal Configuration Complete - LMS**	0 days	Tue 9/15/15	Tue 9/15/15	NA
53		0%	**Execution Phase - COMPLETE**	0 days	Tue 9/15/15	Tue 9/15/15	NA
54		**0%**	**UAT Phase - Weeks 9-11**	**11 days**	**Wed 9/2/15**	**Wed 9/16/15**	**NA**
55		0%	Send Sample Test Scripts to CLIENT	1 day	Wed 9/2/15	Wed 9/2/15	NA
56		0%	Create UAT test plan	3 days	Wed 9/2/15	Fri 9/4/15	NA
57		0%	Prepare UAT Test Scripts	5 days	Wed 9/2/15	Tue 9/8/15	NA
58		0%	Copy Down LIVE to PILOT	1 day	Tue 9/15/15	Tue 9/15/15	NA
59		0%	Execute Test Cases	10 days	Wed 9/16/15	Tue 9/29/15	NA
60		0%	Remediation - Client/CSOD	10 days	Wed 9/16/15	Tue 9/29/15	NA
61		0%	Testing and Remediation - Complete	0 days	Tue 9/29/15	Tue 9/29/15	NA
62		**0%**	**UAT Phase - COMPLETE**	**11 days**	**Wed 9/2/15**	**Wed 9/16/15**	**NA**
63		**0%**	**Deployment Phase - Weeks 11-12**	**6 days**	**Wed 9/16/15**	**Wed 9/23/15**	**NA**
64		**0%**	**Transition to CSOD Global Product Support**	**10 days**	**Wed 9/16/15**	**Tue 9/29/15**	**NA**
65		0%	Agree Upon Support Contacts	2 days	**Wed 9/16/15**	Thu 9/17/15	NA
66		0%	Create Admin Accounts	2 days	Fri 9/18/15	Mon 9/21/15	NA
67		0%	Participate in Client Success Manager Handoff Call	1 hr	Tue 9/22/15	Tue 9/22/15	NA
68		0%	System Readiness	5 days	Wed 9/16/15	Tue 9/22/15	NA

ENTERPRISE-MSHDA-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
69		**0%**	**Go-LIVE**	**0 days**	**Tue 9/22/15**	**Tue 9/22/15**	**NA**
70		0%	Post Live Issue Remediation	5 days	Wed 9/23/15	Tue 9/29/15	NA
71		0%	Project Close Out Tasks	5 days	Wed 9/23/15	Tue 9/29/15	NA
72		0%	**Deployment Phase - COMPLETE**	16 days	Wed 9/2/15	Wed 9/23/15	NA
73		**0%**	**TECHNICAL PROJECTS**	**46 days**	**Wed 7/1/15**	**Wed 9/2/15**	**NA**

Cornerstone
ONDEMAND Empowering People

Software and Services Pricing Quotation

Prepared for			
	Linda Beachnau	Date:	29 August 2016
	Michigan State Housing Development Authority (MSHDA)	Quote ID:	Q-00019111
	By Frank Corsaro fcorsaro@csod.com	Valid Until:	5/30/2015

Software

Learning

eLearning

Course Publisher
Offline Player
Content Management Developer Seat

Instructor-Led Training

Event Administration
Custom Form / Template Creation
Provider / Vendor Management
Facilities Management
Resource Management
Roster Management
Virtual Classroom Capable

Year 1	475 users @ $9.25	$ 4,393.75
Year 2	475 users @ $9.25	$ 4,393.75
Year 3	475 users @ $9.25	$ 4,393.75

Support

Professional

24/5 Phone Support
Up to 5 Admins
24/7 access to Client Success Center

Year 1	Included
Year 2	Included
Year 3	Included

Training

Basic Training

All access to system admin online courses	Ask-A-Trainer community access
Virtual Labs for hands-on practice	Getting Started course
Business Case scenario courses	10 admin contacts for the life of the contract

Year 1	$ 1,750.00
Year 2	$ 1,750.00
Year 3	$ 1,750.00

One Time Setup and Integration Fees

Implementation Services

Learning Implementation	$ 37,500.00
System Readiness Setup	$ 7,500.00

Integration Projects

Master Data Load - Learning (MDLL)	$ 4,000.00
Inbound Data Feed - OU/Users (IDF)	$ 15,000.00
Custom Login Page (CLP)	$ 2,000.00
Single Sign On Standard (SSO)	$ 10,000.00

Additional One Time Services

Premium Two Day System Admin Training	$ 12,000.00

Investment Summary

	Year 1	Year 2	Year 3
Software & Other Recurring	$6,143.75	$6,143.75	$6,143.75
One Time Services	$88,000.00	-	-
Totals	**$94,143.75**	**$6,143.75**	**$6,143.75**

Notes

STATEMENT OF WORK

- **SCOPE OF SERVICES AND DELIVERABLES**

System Readiness Set-up

The system-readiness process and the corresponding deliverables provided by Cornerstone are documented below. System Readiness Set-up takes approximately 10 business days in duration and is performed remotely by Cornerstone.

Phase	Cornerstone Deliverable

System Readiness Set-up	• Deliver welcome email, which includes Client Success Center access credentials
	• Deliver access to online administrator training courses
	• Activate Client portals (live, pilot, stage)
	  ○ Create Client administrator user login
	  ○ Complete basic configuration tasks
	  ■ Configure default preferences
	  ■ Create Organization Units
	  ■ Configure initial security roles
	  System Administrator roles
	  Default role for every user in the system
	  Manager role
	  Cost Center Approver
	  ○ Configure initial branding
	  ○ Activate purchased functionality
	• Deliver access credentials to portals
	• Set-up Client in MySuccess
	• Set-up Client in Cornerstone operational systems

Timeline and Delivery

The end of the System Readiness Set-up phase is defined as the completion of the above deliverables. Acceptance of the deliverables will be in accordance with the Agreement. At the end of the System Readiness Set-up phase, the Software is ready for use by Client.

Project Components	Price
System Readiness Set-up	$7,500.00

- **PROJECT RESOURCES**

The table below outlines recommended resources and time estimates for each phase. Each phase overlaps and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module and/or cloud.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
Project Initiation	1-2 Weeks	• Implementation Consultant	• Project Manager • Core Project Team • Business Process Owners
Requirements Documentation	1-2 Weeks	• Implementation Consultant	• Project Manager • Core Project Team • Business Process Owners
Discovery & Planning	2-4 Weeks	• Implementation Consultant • Integration Consultant	• Project Manager • Core Project Team • Business Process Owners • Technical Resources
Design	2-4 Weeks	• Implementation Consultant • Client Success Manager • Integration Consultant	• Project Manager • Core Project Team • Business Process Owners • Technical Resources
Execution	2-4 Weeks	• Implementation Consultant • Integration Consultant	• Project Manager • Core Project Team • Business Line Admins • Technical Resources
Acceptance Testing	1-2 Weeks	• Implementation Consultant • Client Success Manager	• Project Manager • Core Project Team • Business Process Owners • Group of Key Process Users
Project Management	Project Lifecycle	• Implementation Consultant	• Project Manager
Change Management	1-2 Weeks	• Implementation Consultant	• Project Manager • Change Management Resource • Key Stakeholders

- **PROJECT ROLES**

The Cornerstone and Client roles and responsibilities for the Implementation Services are described below.

Cornerstone Roles		Client Roles	
Executive Sponsor	• Endorse the solution • Serve as the relationship manager for Client • Monitor project status and ensure resource commitments are met • Resolve high level issues / risks	Executive Champion	• Endorse the solution • Serve as the relationship manager for Cornerstone • Monitor project status and ensure resource commitments are met • Approve the rollout plan • Resolve high level issues / risks
Implementation Consultant	• Manage project tasks, staffing, and milestones • Ensure completion of project deliverables • Manage issues and resolutions	Project Manager	• Co-manage project staffing and milestones • Ensure completion of project deliverables • Manage the rollout plan
Integration Consultant	• Ensure portal creation • Assist design and data flows • Process data feed files and data integrations	Technical Resources	• Unit test all integrations • Complete single sign on • Provide legacy system data extracts • Transform data to agreed formatting
Education Services Consultant	• Create the administrator training agenda • Deliver administrator training to Client	System Administrator(s)	• Become self-sufficient in product administration • Own configuration changes after the Implementation Services are completed • Serve as a primary point of contact for Cornerstone product support team
Subject Matter Experts (SMEs)	• Provide business process expertise • Provide input on issues or risks	Process Owners	• Provide business unit specific knowledge regarding data and roll-out requirements • Participate in configuration reviews • Participate in acceptance testing
Client Success Manager	• Understanding business requirements for Client configuration decisions • Endorse the solution • Receive hand-off from implementation	Change Management	• Manage change management and communication plans • Train end users

Cornerstone Roles		Client Roles	
	• Ensure on-going relationship management		

•

• **IMPLEMENTATION SERVICES**

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
Project Initiation	• Confirm project scope with Client project team • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Deliver discovery document and technical projects questionnaires • Schedule kickoff meeting to review Client design decision points	• Assemble project team • Complete introductory training, pre-work, and discovery questionnaires • Provide branding / marketing requirements • Provide organization chart(s) to assist in designing Organization Unit (OU) structure • Provide measures of project success • Provides sample user profile record and definition • Client content provider listing and courses • Document learning processes (approvals and evaluations) • Review and accept Cornerstone deliverables
Discovery & Planning	• Review Client documentation • Create project plan for Implementation Services • Create meeting schedule for project lifecycle • Complete remote kick-off meeting • Review technical projects in-scope	• Participate in remote kick-off meeting • Confirm project plan and meeting schedule • Complete discovery questionnaires • Provide use case scenarios to model recommended configuration • Review and accept Cornerstone deliverables
Design	• Cornerstone will configure pilot portal based on Client requirements presented in discovery questionnaire • Complete remote configuration workshop and workbook • Document decisions and remaining action items for : o Organizational unit and user data design o Global system preferences o Welcome Page configuration o Learning management preferences o Navigation tabs and links	• Complete remote configuration workshop and workbook, documenting decisions for the following: o Global system preferences o Welcome Page configuration o Learning management preferences o Navigation tabs and links o Custom security roles matrix o Email management matrix update • Create corporate governance design and process change models for centrally administered Client

Phase	Cornerstone Deliverables	Client Deliverables
	o Custom security roles matrix o Email management matrix • Documented technical projects: o Single Sign-On (SSO) o Inbound Data Feed – OU/user data o Custom Login Page o Master Data Upload(s) • Conduct remote follow-up design sessions with Client for remaining configuration decisions post configuration workshop	preference options • Complete Custom Login Page workbook • Complete design specifications for technical projects: o Single Sign-On (SSO) o Inbound Data Feed – OU/user data o Custom Login Page o Master Data Upload(s) • Complete remaining configuration decisions post configuration workshop and document remaining design specifications • Review and accept Cornerstone deliverables
Execution	• Configure sample data in pilot portal for **Learning Cloud** o Platform preferences, email triggers o eLearning (SCORM/AICC) content load (1 course) and one (1) survey example o One (1) instructor-led training example • Deliver sample test scripts • Complete technical projects: o Single Sign-On (SSO) o Inbound Data Feed – OU/user data o Custom Login Page o Master Data Upload(s) • Unit test system interfaces	• Complete sample data and setup in live portal including: o Global Configurations – emails triggers, security roles, welcome page, preferences o Language translations, as necessary o Configuration of additional Client security roles • Learning Cloud o Load eLearning course Content and materials o Load all required documents including curriculums, test and evaluations, ILT events and sessions, instructors, facilities, and certifications o Test content launching, tracking, and completion • Complete and implement technical projects including: o Single Sign-On (SSO) o Inbound Data Feed – OU/user data o Custom Login Page o Master Data Upload(s) • Test system interfaces end-to-end • Create customized acceptance test scripts • Maintain configuration workbook • Review and accept Cornerstone deliverables
Acceptance Testing	• Copy live portal to pilot portal • Deliver sample user acceptance testing assessment template • Update issue log, including defects • Provide coaching for configuration updates • Support Client during testing and	• Validate data: o Single Sign-On (SSO) o Inbound Data Feed – OU/user data o Custom Login Page o Master Data Upload(s) • Populate specific test data (tasks, users)

Phase	Cornerstone Deliverables	Client Deliverables
	validation: o Triage (categorize and prioritize) reported issues and address prior to go-live	• Create and complete Client-specific test assessment template • Create and complete user acceptance test scripts • Update live portal configuration based on testing feedback • Review and accept Cornerstone deliverables
Project Management	• Manage implementation project plan • Manage Cornerstone resources • Provide weekly project status updates • Manage project issues and risks • Conduct Client Success Manager (CSM) and Global Product Support (GPS) transition meeting	• Provide project status updates • Provide updated issues and risks • Manage Client resources • Facilitate communication throughout Client organization
Change Management	• Provide Cornerstone executive sponsor • Provide sample communication and marketing templates	• Identify Client executive champion • Define key stakeholder map and analysis • Create project marketing plan and collateral • Create project communication plan • Train end users • Execute communication and marketing plans

- **TECHNICAL PROJECTSSCOPE**

Custom Login Page (CLP)

- **Brief Summary**

Create a Custom Login Page following Client's design and layout according to Cornerstone-provided design guidelines and templates.

- **Tasks**

- Cornerstone: Provide Client with Cornerstone's Custom Login Page design templates
- Cornerstone: Lead Client in Custom Login Page design workshops to review Custom Login Page process
- Client: Create Custom Login design based on Cornerstone's Custom Login Page design templates
- Cornerstone: Create Custom Login Page in stage per Client's design
- Client: Review and indicate corrections to errors detected in stage portal
- Cornerstone: Reload corrected Custom Login Page as necessary in stage portal
- Client: Review and approve Custom Login Page loaded to stage portal
- Cornerstone: Load Custom Login Page on pilot and live portals
- **Assumptions**

- Utilizes Cornerstone Custom Login Page design document template
- Client will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
- Client may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
- Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change

Custom Login Page (CLP)

request document. Change requests are reviewed and could result in additional charges to Client.

Inbound Data Feed – User/Organizational Unit (IDF User/OU)

- **Brief Summary**

Integration with data from Client's system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets:

- User Profile data
- Organizational Unit (OU) data
- **Tasks**

- Cornerstone: Provide Client with the Cornerstone standard Inbound Data Feed of User/OU (IDF User/OU) design document and template
- Cornerstone: Lead Client in IDF User/OU workshop to review data feed process and support the functional decisions of Client
- Cornerstone: Create IDF User/OU design document for Client
- Client: Sign off on IDF User/OU design document
- Client: Load files on pilot FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule IDF User/OU to run in pilot portal on a regular basis to allow testing by Client
- Cornerstone: Email the pilot portal IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off the IDF User/OU process in pilot portal
- Client: Load files on live FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule and automate IDF User/OU in live portal
- Cornerstone: Email the live IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off on the IDF User/OU process in live portal
- **Assumptions**

- Client utilizes Cornerstone standard IDF User/OU design document and template for all data types
- Client is responsible for uniquely identifying records across all data types
- All data records referencing user data are by user's unique identifier value (UserID)
- Client has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- Client will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF User/OU design document. All mandatory data fields must be populated for all records
- Client is responsible for properly validating data and identifying any errors prior to signing off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client signoff will require a work order or SOW submission

Master Data Load – Learning (MDLL)

- **Brief Summary**

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types:

- E-learning courses in SCORM or AICC format only:up to a maximum of 1,000 courses
- Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials
- Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube), including up to a maximum of 1,000 videos
- Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams
- **Tasks**

Master Data Load – Learning (MDLL)

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone integration consultant
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal
- **Assumptions**

- Utilize Cornerstone standard data design document template for all data types
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
- All data records referencing user data does so by user's unique identifier value (UserID)
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract master data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

- **Brief Summary**

- Cornerstone to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to Client's Cornerstone Portal:
- AES Encrypted
- SAML 1.1
- SAML 2.0
- **Tasks**

- Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation
- Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client
- **AES Encrypted Single Sign On (SSO)**
  - Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
  - Cornerstone: Provide the AES end point URLs to the Client
  - Client: Populate, encrypt and post the token as per Cornerstone requirements
  - Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
  - Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal
- **SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)**
  - Client: Provide:
    - Base64 encoded – X.509 public Certificate (.crt, .cer)
    - Base64 encoded sample SAML Response Assertion (.txt)
  - Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0
  - Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
  - Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0
  - Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal
- **Assumptions**

- Client utilizes Cornerstone standard SSO Design Specifications and complies to Cornerstone requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

- Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. Client is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
- AES Encrypted Single Sign On (SSO)
  - Client has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
  - Client has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Cornerstone's SSO SAML V1.1 OR 2.0
- SAML V 1.1 OR 2.0 Single Sign On (SSO)
  - Client will transfer the Assertion and Certification files to Cornerstone as per Cornerstone requirements defined on design specification document and will only transfer them through FTP folder (not email)
  - The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client signoff will require a Work Order or SOW submission

Premium Two Day System Admin Training – Onsite or Live Webcast

- **Brief Summary**

- Cornerstone will provide a two day training customized to the clients portal configuration for Client System Administrators delivered either onsite or via webcast.

- **Tasks**

- Cornerstone will conduct two consecutive full days of training (eight hour day with a one hour lunch break) onsite at client's location. These can also be delivered as two full day or four 3.5 hour webcast sessions at the client's discretion.
- The Client can select specific topics to include in the training agenda from an options menu.
- The training session will be conducted using the client's portal and configuration, including demonstrating functionality and creating customized versions of hands on exercises specifically for the client's portal.
- Word versions of customized exercises will be provided to the client and can be used by the client in any capacity. No other material will be created or provided.
- The Client will provide User ID's in one security role for the trainer and for class participants to use for the training sessions. The client will also ensure that the portal to be used for training is updated or copied down with the configuration and security roles needed to conduct the training.
- The Client will provide specific examples or use cases for the training consultant to incorporate into the training.
- **Assumptions**

- The Client will provide an appropriate room for the training to be conducted. The delegates will require their own workstations with internet access. The training consultant will bring their own laptop but will need to connect to the internet and to a projector client provides.
- Travel costs are additional and based on round trip travel from a pool of available training consultants and vary depending on their base location.
- Training can be conducted either live onsite or via live webcast at client discretion, however live webcast cannot be conducted simultaneously with live onsite training.
- Webcast sessions may not be recorded.
- A date will be agreed upon for the Training Consultant to prepare the exercises for the client's stage or pilot portal, as well as a date for the actual delivery of the training. Between these two dates no copy down from Production to either stage or pilot can be performed, as this would overwrite any preparatory work done by the Training Consultant.

TIMELINE AND DELIVERY

The Implementation Services will take approximately 60-90 business days in duration and will be conducted remotely by Cornerstone, except for any outside services so expressly identified herein. Pre-approved travel expenses for on-site activities are the responsibility of Client. Per the agreed scope of the Implementation Services, Cornerstone anticipates this effort to include the professional services hours set forth below, which will be tracked and reported weekly during the project.

Changes to the scope of this statement of work and/or Client delays that result in an increase to this estimate by more than 10% will require a change order, and may result in additional expense. The professional Services time will be tracked throughout the implementation and Client will be notified prior to actual hours exceeding the estimate, as well as whether a change request and SOW addendum will be required.

Cornerstone delays will NOT require an SOW addendum or result in additional expense to Client.

Project Components		Cost
Learning o Learning Implementation (150 hours)		$37,500.00
Master Data Load - Learning (MDLL)	SVCSTEC0009	$4,000.00
Inbound Data Feed - OU/Users (IDF)	SVCSTEC0006	$15,000.00
Custom Login Page (CLP)	SVCSTEC0003	$2,000.00
Single Sign On Standard (SSO)	SVCSTEC0021	$10,000.00
System Readiness Setup	SVCSIMP0001	$7,500.00
Premium Two Day System Admin Training	SVCSEDS0017	$12,000.00
	Total Additional Services Cost	**$88,000.00**

Pricing terms quoted within this Statement of Work are valid until .

The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

- **ASSUMPTIONS AND CLIENT OBLIGATIONS**

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:

Project Specific

- Client will provide defined processes for
  - Learning
- Client will document or provide functional requirements
  - Client will utilize the Cornerstone course publisher to upload online content to the portal. All Client content is SCORM v1.2 or AICC v3.5 compliant
  - Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- Client is solely responsible for testing all processes during the UAT phase
- Any Historical Data Load (HDL) or Data Migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document
- Requests for application code changes are out of scope
- Retire Client pilot portal within 60 days after implementation; stage and live portals to remain for the term
- The Configuration Workshop is to determine the overall configuration decisions on workflow and set-up of the system. Cornerstone will complete a Configuration Workbook for Client documenting the configuration decisions made, the outstanding decisions to be made and the configuration tasks to be completed. Follow-up meetings will occur to assist Client with the remaining configuration decisions. The Workbook will document all decisions. Cornerstone will complete 2 versions: 1. Initial: following all design sessions 2. Final: post-UAT.

- Cornerstone will provide the final Configuration Workbook in Word to Client. Client can continue to update it post-delivery of completed Workbook
- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by Client; (ii) if Client does not commence the project, one year from the purchase date; or (iii) if Client commences the project but subsequently does not proceed with the project, six (6) months from the date Client ceased working on the project.

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

Project Title: **Learning Management System (LMS)**	**Period of Coverage:** **7/1/15 – 9/2/15**
Requesting Department: **DTMB – Office of Retirement Services**	**Date:** **6/22/15**
Agency Project Manager: **Jennifer M. O'Herron**	**Phone:** **517-284-4517**

This Statement of Work is governed by the Terms of Contract 071B5500056.

BACKGROUND:

Our Purpose

ORS is an innovative retirement organization driven to empower our customers for a successful today and a secure tomorrow.

What We Do

On behalf of 800 Michigan public employers, the Office of Retirement Services (ORS) provides employee retirement and related retiree health care plans to attract, retain, and reward a highly qualified workforce. Employers give Michigan's public servants the means to cost-effectively save for their retirement from date of hire throughout their careers. ORS informs and engages employees as they climb toward successful retirement through financial independence. When life happens, ORS is at their call, ready to deliver. Service to our members is, in turn, service to our communities: with a means for a secure retirement, retirees can live independently, rather than relying on family, friends, and governmental assistance programs.

Our Plan

The work we do at ORS is guided by a strategic plan with seven goals.

1. Innovate and Improve Customer Service
2. Build Business Capacity Through Education and Development
3. Instill Confidence in Staff Through Quality Communication
4. Continuously Renewed Business-Driven Technology
5. Best in Class Business Practices
6. Engage Top Talent to Realize Potential
7. Proactive Policy Development and Legislative Strategy

ORS Values

Integrity, Excellence, Teamwork, Fun, Growth, Inclusion.

PROJECT OBJECTIVE:

LMS Need

ORS currently utilizes an internal Microsoft Access database in conjunction with numerous Microsoft Excel spreadsheets to track employee training and personal development which are proving insufficient for the organizations growing internal development needs.

Goals and Business Objectives

1. Alignment with DTMB's Fiscal Year 2015-2019 Strategic Plan and ORS' Fiscal Year 2015 Initiatives

2. More efficient management and deployment of e-learning
3. Consolidate training information within a single system
4. Align training processes with business needs
5. Common processes for education and training across ORS
6. Deliver skills and competency management programs in a timely manner
    a. Achieve employee policy compliance, certification and Individual Performance Management (IMP) tracking

SCOPE:
This project consists of the following components and scope:

- LMS Software Licensing
- Configuration
- Implementation of LMS software
    - Configuration Testing
    - Custom Login Page (CLP)
- Training
    - System Administrator Training
- Documentation
    - Systems Administration Documentation
    - Screen-level Help function with documentation for the screen's functions
- Operation Services
- Maintenance and Support
    - Help Desk
    - Technical Support
    - Software Patches and Enhancements

WORK, DELIVERABLES AND ACCEPTANCE CRITERIA:
For each section of Work and Deliverables, Contractor will perform in accordance with the processes detailed in contractor's Implementation Statement of Work (attached). Contractor will follow the SUITE methodology for acceptable practices in project management and deliverable documentation as may be agreed upon by the parties during the project initiation phase.

- **A. Requirements**
    - Contractor will meet all Business, Technical and Functional Requirements detailed in Appendix A of this SOW. Contractor will use a traceability matrix to verify and validate the same.
    - **Deliverables**
        - Verification and validation of business requirements documentation.
        - Contractor will identify the fulfillment of each required function in the LMS software.
        - Contractor will work with State staff in determining gaps in fulfillment of required functions.
        - Contractor will document the fulfillment and gaps. Contractor will propose changes to the LMS to manage gaps.
        - Contractor will provide analysis of integrating with multiple Online Learning courses (examples: Blackboard, Quick Knowledge).
    - **Acceptance Criteria**
    - Per original contract.
- **B. Software**
    Contractor will provide 275 LMS software licenses and access for up to 5 admins to Client Success Center.

    Deliverables
    - All requested LMS software licenses for State use

- All required third-party software for State use (the State reserves the right to utilize existing licenses where applicable)

Acceptance Criteria

- Per original contract.

C. Implementation

Contractor will implement the System and will complete all tasks and deliverables listed in attached Project Plan and contractor's Implementation Statement of Work including, but not limited to, the following high-level tasks:

- Implementation including projects listed in **Cost Table 3**.
- Incorporation of Virtual Classroom Integration (vILT)
- Creation of Custom Login Page (CLP)

Contractor will participate in Interface Testing and User Acceptance Testing.

- Contractor will use a test database environment to perform all testing before transferring into a production environment.
- Contractor will provide test cases and results to the State.

See contractor's Implementation Statement of Work for detailed tasks, deliverables, and assumptions related to System Readiness Set-up, Implementation Services, and Technical Projects.

Deliverable(s)

Services to implement the application, including the activity and documentation of:

- Pilot, Stage, and Live environments
- Initial configuration of Stage environment
- Custom login pages
- All tasks and deliverables listed in Contractor's Implementation Statement of Work.

Acceptance Criteria

- Per original contract.

D. Training

Contractor shall provide training on the system for ORS to identified State staff. Training will include:

- System Administration Training for up to ten (10) State personnel who will be responsible for ongoing administration of the system, including security.

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.). Training will be provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.). All training manuals, training plans and other documentation provided become the property of the State.

The State may request additional optional training sessions that may result from upgrades and new versions to the system that affect end-user functionality.

Deliverable(s)

- 2 day, system administration training sessions

Acceptance Criteria

- Per original contract.

E. Documentation

Contractor shall provide all documentation to the State including, but not limited to, User and Technical Manuals and Data Element Dictionaries through Contractor's online help system and/or through Contractor's Client Success Center in accordance with Contractor's established procedures.

Deliverable(s)

- User and Technical Manuals
- Data Element Dictionaries

Acceptance Criteria

- Per original contract.

F. Operation Services

The contractor will operate the LMS providing access to read and update system data seven (7) days a week, 24 hours a day.

Deliverable(s)

- Hosting
- Systems management
- Storage services
- Management with hardware at the Contractor's site in accordance with the Service Level Agreement described in **Schedule J** of the original contract.

Acceptance Criteria

- Per original contract.

G. Maintenance and Support

Contractor will provide Software Maintenance and Support and Help Desk Support pursuant to Contractor's Professional Support Package and associated Service Level Agreement as described in this section and in Schedule J of the original contract.

Deliverables

- Software Maintenance & Support
- Help Desk Support

Acceptance Criteria

- Per original contract.

PROJECT CONTROL AND REPORTS:

Per original contract.

PAYMENT SCHEDULE:

Deliverables will be paid on a firm fixed price deliverables basis. Payment shall be considered timely if made by the DTMB within forty-five (45) days after receipt of properly completed invoices. See tables below for detailed pricing and payment timing.

Table 1. Summary of the Project Cost

Project Cost(s)	Cost ($)	Comments	Contractor Invoice Timing
Software	$2,146.88	This is the software cost pro rated for the remaining 6 months of the current contract year. See Table 2 for annualized cost. Professional Support package is included at no additional expense, terms of which are described in the original contract.	For Cornerstone Learning Cloud and Basic Training modules, Contractor may invoice upon Contract Change Notice execution for the remaining pro rata share of the current contract year (through December 25, 2015). Thereafter, Contractor may invoice for the Cornerstone Learning Cloud active users and Basic Training modules on the anniversary of original Contract Effective Date.
Implementation and Technical Projects	$22,000.00	See Project Plan for detailed implementation tasks and assumptions. See Table 3 for Implementation pricing breakdown.	Contractor may invoice the State no more often than monthly for each Table 3 Deliverable formally Accepted by the State during the prior month.
Training and Documentation	$4,000.00	Two Day Training for: System Administrator. See Table 4 for Training and Documentation pricing breakdown.	Contractor may invoice the State no more often than monthly for each Training and Documentation deliverable formally Accepted by the State during the prior month.
Total Project Cost	$28,146.88		

Table 2. Annual Software Licenses

Software license(s)	QTY (# of Licenses)	License Type (ie: Enterprise, server, or per user	Total Cost ($)	Comments (Description of licensing)
Cornerstone Learning Cloud	275	SaaS	$2,543.75*	At the rate of $9.25 per Active User per year, Cornerstone Learning Cloud includes: • eLearning • Course Publisher • Offline Player • Content Management Developer Seats (10 seats) • Instructor-Led Training • Event Administration • Order Forms Management • Provider / Vendor Management • Facilities Management • Resource Management • Roster Management • Virtual Classroom
Basic Training			$1,750.00	Access to Client Success Center. Includes Basic eLearning training per year.
Total Cost			**$4,293.75**	

Table 3: Implementation

Mid-Market Implementation Deliverables	Total Cost ($)	Total # of hours	Comments
Learning Implementation	$10,000	368	Standard Learning Management System Mid-Market Implementation. Implementation costs do not depend on the number of users 46 days*8 hours per day=368. See Project Plan for further details.
Custom Login Page	$2,000		
Engagement Management	$10,000		
Total Cost	**$22,000**	**368**	

Table 4: Training and Documentation

Training Cost and Documentation	Cost ($)	Comments
System Administration Training Sessions	$4,000	Two day onsite "System Administration" sessions for up to 10 State-designated persons.
System Administration Training Documentation	Included	
Total Cost	**$4,000**	

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated Agency Project Manager is:

Jennifer M. O'Herron
DTMB – Office of Retirement Services
Process Support
Stevens T. Mason Building
560 W. Allegan Street
Lansing, MI 48933
517-284-4517
517-322-1116
oherronj@michigan.gov

The designated Contractor Engagement Manager is:

Karen Burns
CSOD
1601 Cloverfield Blvd, Suite 600 S
Los Angeles, CA 90404
410-798-0628
kburns@csod.com

AGENCY RESPONSIBILITIES:
Allocate sufficient resources to review and/or test deliverables.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Contractor will attend initial planning meetings and conduct training sessions in Lansing, Michigan. Contractor will perform all other work remotely unless otherwise agreed.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

- **Appendix A – Requirements for ORS SOW**

Contractor will fulfill the Business and Functional requirements set forth below in the manner indicated in the corresponding Comments set forth in the original contract 071B5500056 dated December 26, 2014.

1. Business Requirements Detail

Business Req. No.	Detailed Business Requirement Description
1	The system must provide the following abilities for the management of individual learner information:
1.	Provide the individual learner the ability to view his/her training activity information and manage his/her course registrations.
1.1	Provide the individual learner the ability to electronically register, or cancel a registration, for one or more training activities.
1.2	Provide the individual learner, supervisor, or training coordinator the ability to view his/her training plan.
1.3	Provide any authorized individual the ability to inquire, view, download, and print a record of an individual's training history by selecting information, including but not limited to, status (completed, pending, cancelled and wait-listed), date or date range, trainer, name, class location.
1.4	Provide any authorized individual the ability to modify individual learner's training history information.
1.5	Provide any authorized individual the ability to measure, record, maintain, monitor, and report training activity status at an individual learner level.
1.6	Provide any authorized individual the ability to view, download, and print a transcript of an individual learner's training activity status (pass, fail, or incomplete.
1.7	Provide any authorized individual the ability to view any course or class information for an individual learner.
1.8	Provide any authorized individual the ability to find individual learners using Individual Learner, Class, Course, and Registration information.
1.9	Provide any authorized individual the ability to save individual learner reports, training plans, training history, and transcript information to a file (PDF).
1.10	Provide any authorized individual the ability to create an email notification to send to the individual learner, supervisor, and training coordinator regarding a required training activity (pre-defined to the start of the class).
1.11	Provide any authorized individual the ability to update individual learner's e-mail calendars to reflect when training activities are registered or canceled.
1.12	Provide any authorized individual the ability to send auto-generated emails to individual learners based on Individual Learner, Class, Course, and Registration data.
1.13	Provide any authorized individual the ability to send manual emails to individual learners based on Individual Learner, Class, Course, and Registration data.
1.14	Provide any authorized individual the ability to create and store a variety of emails for individual learners.

Business Req. No.	Detailed Business Requirement Description
2.	The system must provide the ability for authorized individuals to design, plan, measure, record, maintain, monitor, and report training at a course or training plan level.
2.1	Provide any authorized individual the ability to create, delete, and edit course information.
2.2	Provide any authorized individual the ability to associate course information with training plans.
2.3	Provide any authorized individual the ability to assign pre-requisites to courses.
2.4	Provide any authorized individual the ability to create courses without pre-filled information or by duplicating information from other courses or classes.
2.5	Provide any authorized individual the ability to associate job function information with courses.
2.6	Provide any authorized individual the ability to schedule classes on a trainer's calendar (using the email software used by the State of Michigan).
2.7	The system must provide the ability to send an email, based on pre-determined time- frames, to appropriate individuals (individual learner, supervisor, training coordinator) containing updated status information for individual learners for training activities at course level.
2.8	Provide any authorized individual the ability to create and store a variety of emails based on course level information.
3.	The system must provide the ability for authorized individuals to design, plan, measure, record, maintain, monitor, and report training at a class level.
3.1	Provide the ability for authorized individuals to assign pre-requisites to classes.
3.2	Provide the ability for authorized individuals to limit enrollment due to eligibility based on individual learner's information.
3.3	Provide any authorized individual the ability to create courses without pre-filled information or by duplicating information from other courses or classes.
3.4	Provide the ability for authorized individuals to create, delete, and edit class information.
3.5	Provide the ability for authorized individuals to associate class information with courses.
3.6	Provide the ability for authorized individuals to view the total number of individual learners for a class using selected data from Individual Learner, Class, Course and Registration information.
3.7	Provide the ability for authorized individuals to retrieve information on individual classes using selected data Individual Learner, Class, Course, and Registration information.
3.8	Provide the ability for authorized individuals to locate and schedule available training rooms based on date, time, seating capacity.
3.9	Provide any authorized individual the ability to modify the schedule classes on a trainer's calendar (using the email software used by the State of Michigan).
3.1	Provide any authorized individual the ability to print a certificate of completion upon successful completion of a class.

Business Req. No.	Detailed Business Requirement Description
3.11	Provide any authorized individual the ability to send an email to appropriate individuals (individual learner, supervisor, training coordinator) containing updated status information for individual learners for training activities at class level.
3.12	Provide any authorized individual the ability to override the automatic sending of an email.
3.13	The system must provide the ability to add attachments to the email.
3.14	Provide any authorized individual the ability to create and store a variety of emails for class level.
3.15	The system must provide the ability to limit by individual, course, or class information.
4.	The system must provide the following abilities for the management of registration information.
4.1	Provide any authorized individual the ability to register or cancel a registration for all training activities.
4.2	Provide any authorized individual the ability to electronically register for a waiting list for a training activity.
4.3	Provide the ability to an individual learner, supervisor, or training coordinator to inquire on the status of their existing registrations.
4.4	Provide any authorized individual the ability to assign pre-requisites to classes.
4.5	Provide any authorized individual the ability to transfer an individual learner to another class.
4.6	Provide any authorized individual the ability to register an individual and to over-ride pre- requisites.
4.7	Provide any authorized individual the ability to enter information on an individual learner for training activities not offered on the LMS system.
4.8	The system must provide the ability to manage individual learners on wait lists by allowing them to be automatically or manually enrolled based on their training plan.
4.9	The system must provide the ability to auto enroll individual learners based on individual, class, and course.
4.10	Provide any authorized individual the ability to be turn auto-enrollment on and off per individual, class, and course.
4.11	The system must provide the ability to automatically schedule a location for a training class using pre-selected information or manual entry.
4.12	Provide any authorized individual the ability to cancel the registration for an individual learner and send an email (generated or manual) to the individual learner, supervisor, and training coordinator containing the notice of cancellation.
5.	The system must provide the following reporting abilities.
5.1	Produce a report of course completion time frames based on the individual learner's job appointment date.
5.2	Report totals of individual learners' registration status: completed, pended, wait-listed, or canceled.
5.3	View the total number of individual learners for a course using selected data from Individual Learners, Class, Course, and Registration information.
5.4	Retrieve information on individual courses using selected data from Individual Learners, Class, Course, and Registration information.

Business Req. No.	Detailed Business Requirement Description
5.5	View any combination of active-upcoming, active-past or historic classes.
5.6	Report totals of individual learner's registration status from completed, pended, and canceled courses for a job function.
5.7	View totals of individual learners per job function.
6.	The system must provide the following abilities for the management of electronically-presented training and testing.
6.1	The system must provide the ability to manage (design, plan, present, measure, record, maintain, monitor, store and report) electronic training materials, tests and evaluations and record results of electronically-presented training and testing.
6.2	The system must provide the ability to create, upload, and import pre- and post- test data per course, class, or individual learner.
6.3	The system must provide the ability to record and report data for any training activity.
6.4	The system must provide the ability to Bookmark an e-learning class and return to bookmarked location.
6.5	The system must provide the ability to create, upload, and import class evaluations at the 1st, 2nd, and 3rd level of evaluation criteria.
7.	The system must provide the following general abilities.
7.1	Provide LMS access to all users by employing a web-based architecture and role-based security.
7.2	Provide the ability to uniquely identify and verify the identity of all users using selected data from the Individual Learner Information List.
7.3	Provide the ability to customize and maintain data tables, data fields, and report logic.
7.4	Provide the ability to archive all LMS data (no time limit).
7.5	Provide the ability to Import data into the LMS, and export data from the LMS, using S state of Michigan accepted file standards (examples: Word docs, Excel spreadsheets, jpg or png image files).
7.6	Provide a training and testing LMS system environment and data in addition to the production LMS.
7.7	Provide reports in "real time" that are printable and downloadable to acceptable file standards.
7.8	Provide the ability to create pre-defined reports whose logic can be maintained and updated by the LMS System Administrators.
7.9	Provide the ability to access and update the LMS 24 hours a day, 7 days a week, 365 days a year.
7.10	Provide the ability to support 275 current users and have the capacity to support a growing number of users.
7.11	Provide the ability to upload and store a document to the individual learner's records.
7.12	Provide any authorized individual the ability to review staff's required online training status and progress.
7.13	Provide a mobile application for use on mobile devices.

Business Req. No.	Detailed Business Requirement Description
7.14	Provide trainers with the ability to document their evaluations of the individual learner's progress in any of the classes.
7.15	Provide any authorized individual the ability to create ad hoc reports from any data stored in the system based on security access.
7.16	Provide any authorized individual the ability to Email and print any document from the system.
8.	The system must provide the following Individual Learner information.
8.1	Individual Learner's Name
8.2	Individual Learner's ID – a unique identifier that does not change over time
8.3	Individual Learner's Process Area– drop down selection
8.4	Individual Learner's Email Address
8.5	Individual Learner Work Address
8.6	Individual Learner's Work Phone Number – area code, 7 digit number, extension number
8.7	Individual Learner's Alternate Phone Number – area code, 7 digit number, extension number
8.8	Individual Learner's Work Fax Number – area code, 7 digit number
8.9	Individual Learner's Business Process Owner Name
8.10	Individual Learner's Business Process Owner Email Address
8.11	Individual Learner's Business Process Owner Work Phone Number – area code, 7 digit number, extension number
8.12	Individual Learner's Business Process Owner Alternate Phone Number – area code, 7 digit number, extension number
8.13	Individual Learner's Business Process Owner Work Fax Number – area code, 7 digit number
8.14	Individual Learner's Business Process Leader Name
8.15	Individual Learner's Business Process Leader Email Address
8.16	Individual Learner's Business Process Leader Work Phone Number – area code, 7 digit number, extension number
8.17	Individual Learner's Business Process Leader Alternate Phone Number – area code, 7 digit number, extension number
8.18	Individual Learner's Business Process Leader Work Fax Number – area code, 7 digit number
8.19	Individual Learner's Supervisor Name
8.20	Individual Learner's Supervisor Email Address
8.21	Individual Learner's Supervisor Work Phone Number – area code, 7 digit number, extension number
8.22	Individual Learner's Supervisor Alternate Phone Number – area code, 7 digit number, extension number
8.23	Individual Learner's Supervisor Work Fax Number – area code, 7 digit number
8.24	Mentor Name
8.25	Mentor Email Address
8.26	Gender Indicator
8.27	Race Indicator
8.28	Handicap Indicator
8.29	Job Appointment Date – mm/dd/yyyy that individual learner began current employment position

Business Req. No.	Detailed Business Requirement Description
8.30	Job Function– identification of one or more current job assignments. (a required training plan is associated with job assignment)
8.31	Current Employment Status – active, separation, termination, leave of absence
8.32	Current Employment Status Date – date status was last entered/changed
8.33	Exempt from Approvals Indicator
8.34	Approver Name
8.35	Approver Email Address
8.36	Education
8.37	Highest Level of Education Completed
8.38	Post-Graduate Degree Obtained
9.	The system must provide the following Registration information.
9.1	Registrations
9.2	Actual Days Attended
9.3	Registration Status
9.4	Job Function
9.5	Status Group
9.6	Fields for 8 or more Scores
9.7	Has a Note Section
9.8	Waitlist Position
9.9	Status Date
9.10	Status Time
9.11	Status Group Date
9.12	Registration Number
9.13	Online Maximum Score
9.14	Online Raw Score
9.15	Online Total Time
9.16	Online Last Time
9.17	Online Total Attempts
9.18	Online Current Attempts
9.19	Online Number of Browses
9.20	Online Ending Status
9.21	Online First Attempt
9.22	Online Last Attempt
9.23	Date Imported
10.	The system must provide the following Course information.
10.1	Course ID or Code
10.2	Course Name
10.3	Course Description
10.4	Course Pre-requisites
10.5	Course Training Unit
10.6	Course Category
10.7	Course Start Date
10.8	Course End Date
10.9	Course Registration End Date i.e., last day to register.
10.10	Course Number of Sessions
10.11	Course Start Time (EST)
10.12	Course End Time (EST)

Business Req. No.	Detailed Business Requirement Description
10.13	Course Class Hours per day
10.14	Course Minimum Capacity
10.15	Course Maximum Capacity
10.16	Course Consecutive Day Indicator - Y/N
10.17	Course Class Start Date – allow multiple dates for non-consecutive training days
10.18	Course Class End Date - – allow multiple dates for non-consecutive training days
10.19	Course Total Training Hours
10.20	Course Number of Days
10.21	Course Last Day to Cancel Registration
10.22	Course Trainer Information – allow multiples
10.23	Course Trainer Name
10.24	Course Trainer Work Phone Number – area code, 7 digit number, extension number
10.25	Course Trainer Work Fax Number – area code, 7 digit number
10.26	Course Trainer Other Information
10.27	Course Trainer Type
10.28	Course Training Site Name
10.29	Course Contact Name
10.30	Course Contact Phone Number
10.31	Course Training Site Address, including room number
10.32	Course Give Credit for Completed Content
10.33	Course Limit to X Prior Months
10.34	Course Mastery Type
10.35	Course Required Percent
10.36	Course Create Date
10.37	Course Date Last Changes Made
10.38	Course Updated By ID
10.39	Course Self Registration Optional
10.40	Course Offer Online Only
10.41	Course Auto Cancel Replace
10.42	Course Evaluation Close Date
10.43	Course Self Registration Must Call
10.44	Course Content Window Size
10.45	Course Approval Requirement
10.46	Course Auto Close Display Specified Time Frame
10.47	Course Optional for All
10.48	Course Offered per Job Functions
10.49	Course CEU Total Hours
11.	The system must provide the following Class information.
11.1	Class ID or Code
11.2	Reasonable Accommodation Indicator
11.3	Class Name
11.4	Class Description
11.5	Class Pre-requisites
11.6	Class Training Unit
11.7	Class Category
11.8	Class number of sessions

Business Req. No.	Detailed Business Requirement Description
11.9	Class Start Time (EST)
11.10	Class End Time (EST)
11.11	Class Hours per day
11.12	Class Total Training Hours
11.13	Class CEU Total Hours
11.14	Class Minimum Capacity
11.15	Class Maximum Capacity
11.16	Class Consecutive Day Indicator Y/N
11.17	Class Start Date – allow multiple dates for non- consecutive training days
11.18	Class End Date - – allow multiple dates for non- consecutive training days
11.19	Class Number of Days
11.20	Class Last Day to Cancel Registration
11.21	Class Trainer information– allow multiples
11.22	Class Trainer Name
11.23	Class Trainer Work Phone Number – area code, 7 digit number, extension number
11.24	Class Trainer Alternate Work Phone Number – area code, 7 digit number, extension number
11.25	Class Trainer Fax Number– area code, 7 digit number
11.26	Class Trainer Other Information
11.27	Class Trainer Type
11.28	Class Training Site Name
11.29	Class Contact Name
11.39	Class Contact Phone Number
11.40	Class Training Site Address, including room number
11.41	Class Training Site Logistics– example: parking info, available equipment, capacity, driving directions
11.42	Class Limit to X Prior Months
11.43	Class Mastery Type
11.44	Class Required Percent
11.45	Class Create Date
11.46	Class Date Last Changes Made
11.47	Class Updated By ID
11.48	Class Self Registration Optional
11.49	Class Type
11.50	Class Auto Cancel Replace
11.51	Class Evaluation Close Date
11.52	Class Approval Requirement
11.53	Class Auto Close for Display Specified Time
11.54	Class Optional for All
11.55	Class Offered per Job Functions
13.	The system must provide the following Training Site information.
13.1	Training Site Name
13.2	Training Site Address
13.3	Training Site Phone Number – area code, 7 digit number, extension number
13.4	Training Site Contact Name

2. Functional Requirements Detail

Functional Req. No.	Detailed Functional Requirement Description
1	***General System*** The system must:
1.0	Allow new fields to be added to the system as needed.
2.0	Have vendor create customized online and printable reports. The State must be able to control what information appears on the report.
3.0	Allow LMS system administrator the ability to produce online and printable reports. The State must be able to control what information appears on the report.
4.0	Import data from other sources.
5.0	Generate individual learner transcripts.
6.0	Archive class and individual learner information.
7.0	Wait-list individual learners using selected information.
8.0	Provide a web-based learning management system with access for all users.
9.0	Provide a web-based learning management system with access for all users to the training catalog and training plan.
10.0	Provide advanced search capabilities based on defined parameters.
11.0	Provide ability to set up quizzes to assess courses.
12.0	Provide ability to create survey for course content evaluation.
13.0	Provide ability to trace course content history.
14.0	The system shall provide online testing including: multiple choice, short answer and answer in attached files.
15.0	Provide test generator feature that randomly chooses test questions.
16.0	Provide ability to manage course version control.
17.0	Perform test evaluations.
18.0	Provide online certification.
19.0	Interface with Microsoft Outlook email and distribution and calendar systems.
20.0	Provide ability to group courses based on specific criteria.
21.0	Provide Master Calendar of training courses offered.
22.0	Provide ability to archive webinars for a specific period of time as configured.
23.0	Provide the capacity to interface with other web based systems.
24.0	Launch, deliver, manage, track, and evaluate training activities online.
25.0	Ability to add, remove and modify employers and assign every individual learner to an employer.
26.0	Track training history and plans for individual learner's and groups.
27.0	Manage individual learners on class wait- lists.
28.0	Track results from third- party online training activities.
29.0	Limit access to all information based on security access.
30.0	Be SCORM compliant.
31.0	Assign a due date to an individual learner or user group to complete a training activity.
32.0	Create and deliver training evaluations and individual learner assessments.
33.0	Allow training activities to be recorded for an individual learner by their employer.
34.0	Have a single repository for all training information.
35.0	Launch third party web- based sites.
36.0	Track and report time spent on e-learning classes and testing.

Functional Req. No.	Detailed Functional Requirement Description
37.0	Automatically pre-fill fields based on specified criteria.
38.0	Maintain employment history by individual learner. (dates, employer)
39.0	Support batch registration of users to individual courses, certificate programs or any combination of courses.

MMARKET-ORS-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
1		**0%**	**CSOD Implementation Project**	**46 days**	**Wed 7/1/15**	**Wed 9/2/15**	**NA**
2		**0%**	**Initiation Phase (Week 1-2)**	**11 days**	**Wed 7/1/15**	**Wed 7/15/15**	**NA**
3		0%	Attend Orientation	1 day	**Wed 7/1/15**	Wed 7/1/15	NA
4		0%	Confirm Success Center self-registration access & access to Pilot portal	1 day	Thu 7/2/15	Thu 7/2/15	NA
5		0%	Confirm Appropriate Training Curriculum is listed on transcript	1 day	Thu 7/2/15	Thu 7/2/15	NA
6		0%	Fill out Discovery Survey	2 days	Fri 7/3/15	Mon 7/6/15	NA
7		0%	Attend Project Kick-Off	1 day	Fri 7/3/15	Fri 7/3/15	NA
8		0%	Attend Data Feed Workshop (if needed)	8 days	Mon 7/6/15	Wed 7/15/15	NA
9		0%	Complete Week 1 and Week 2 of Training Courses	11 days	Wed 7/1/15	Wed 7/15/15	NA
10		**0%**	**Initiation Phase - COMPLETE**	**11 days**	**Wed 7/1/15**	**Wed 7/15/15**	**NA**
11		**0%**	**Design Phase (Weeks 3-4)**	**11 days**	**Wed 7/15/15**	**Wed 7/29/15**	**NA**
12		0%	Submit Custom Login Page Specifications Form - Round 1 & Round 2	11 days	Wed 7/15/15	Wed 7/29/15	NA
13		0%	Upload different Corportate Logo to PILOT (if needed)	3 days	Wed 7/15/15	Fri 7/17/15	NA
14		0%	Update Theme color in PILOT (if needed)	3 days	Wed 7/15/15	Fri 7/17/15	NA
15		0%	Format Welcome Page in PILOT (if needed)	3 days	Wed 7/15/15	Fri 7/17/15	NA
16		0%	Set Password Preferences in PILOT	3 days	Wed 7/15/15	Fri 7/17/15	NA
17		0%	Set Organizational Uit Framework in PILOT	2 days	Mon 7/20/15	Tue 7/21/15	NA

MMARKET-ORS-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
18		0%	Create ILT and Online Content in PILOT	4 days	Wed 7/22/15	Mon 7/27/15	NA
19		0%	Complete Week 3 and Week 4 of Training Courses	11 days	Wed 7/15/15	Wed 7/29/15	NA
20		0%	Set Core and Learning Preferences in PILOT, email triggers, reports, security roles.	4 days	Wed 7/15/15	Mon 7/20/15	NA
21		0%	Validate User and OU Data in PILOT	5 days	Wed 7/15/15	Tue 7/21/15	NA
22		0%	Additional Functionality Training Sessions (if needed)	11 days	Wed 7/15/15	Wed 7/29/15	NA
23		0%	**Discovery Phase - COMPLETE**	11 days	Wed 7/15/15	Wed 7/29/15	NA
24		**0%**	**Delivery Phase (Weeks 5-6)**	**11 days**	**Wed 7/29/15**	**Wed 8/12/15**	**NA**
25		0%	Complete Week 5 - Week 6 of Training Courses	10 days	**Wed 7/29/15**	Tue 8/11/15	NA
26		0%	Submit Custom Login Page Specifications Form-3rd round	**4 days**	Wed 7/29/15	Mon 8/3/15	NA
27		0%	Set Core and Learning Preferences in Production; Email triggers, Reports for roles	7 days	Wed 7/29/15	Thu 8/6/15	NA
28		0%	Create content (ILT, Online) sampling in PILOT	**3 days?**	Mon 8/3/15	Wed 8/5/15	NA
29		0%	Create User Acceptance Testing (UAT)cases for PILOT	5 days	Wed 7/29/15	Tue 8/4/15	NA
30		0%	Perform User Acceptance Testing (UAT) in PILOT	5 days?	Wed 8/5/15	Tue 8/11/15	NA
31		0%	Additional Functionality Related Objectives to be Defined (2 sessions)	11 days?	Wed 7/29/15	Wed 8/12/15	NA
32		0%	**Design Phase - COMPLETE**	11 days	Wed 7/29/15	Wed 8/12/15	NA
33		0%	Post-User Acceptance Testing (Weeks 7-8)	11 days	Wed 8/12/15	Wed 8/26/15	NA
34		0%	Perform post UAT analysis - enrollment, email administration, reports, user profiles.	3 days?	Wed 8/12/15	Fri 8/14/15	NA

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
35		0%	Fully build out the Production system - email administration, security roles, reports, ILT and online content	5 days?	Mon 8/17/15	Fri 8/21/15	NA
36		0%	Attend Transition Orientation	11 days?	Wed 8/12/15	Wed 8/26/15	NA
37		0%	Attend Training Meeting with CSM (Client Success Manager)	11 days?	Wed 8/12/15	Wed 8/26/15	NA
38		0%	Distribute Access information to Employees	11 days?	Wed 8/12/15	Wed 8/26/15	NA
39		0%	Additional Functionality Related Objectives to be Defined	11 days?	Wed 8/12/15	Wed 8/26/15	NA
40		0%	**Execution Phase - COMPLETE**	11 days	Wed 8/12/15	Wed 8/26/15	NA
41		**0%**	**Deployment (Week 9)**	**6 days**	**Wed 8/26/15**	**Wed 9/2/15**	**NA**
42		0%	Send Sample Test Scripts to CLIENT	1 day	Wed 8/26/15	Wed 8/26/15	NA
43		0%	Create UAT test plan	3 days	Wed 8/26/15	Fri 8/28/15	NA
44		0%	Prepare UAT Test Scripts	5 days	Wed 8/26/15	Tue 9/1/15	NA
45		0%	Copy Down LIVE to PILOT	1 day	Wed 8/26/15	Wed 8/26/15	NA
46		0%	Execute Test Cases	10 days	Thu 8/27/15	Wed 9/9/15	NA
47		0%	Remediation - Client/CSOD	10 days	Thu 8/27/15	Wed 9/9/15	NA
48		0%	Testing and Remediation - Complete	0 days	Wed 9/9/15	Wed 9/9/15	NA
49		**0%**	**TECHNICAL PROJECTS**	**46 days**	**Wed 7/1/15**	**Wed 9/2/15**	**NA**
50		0%	Integration Kickoff	1 day?	Wed 7/15/15	Wed 7/15/15	NA

MMARKET-ORS-v2

ID		% Complete	Task Name	Duration	Start	Finish	Actual Start
51		**0%**	**Custom Login Page (CLP)**	**42 days**	**Thu 7/16/15**	**Fri 9/11/15**	**NA**
52		0%	Attend Technical Overview Workshop	10 days	Thu 7/16/15	Wed 7/29/15	NA
53		0%	Complete CLP Design Specifications	7 days	Thu 7/16/15	Fri 7/24/15	NA
54		0%	Generate login page mockup. Deliver mockup and image assets to FTP	10 days	Mon 7/27/15	Fri 8/7/15	NA
55		0%	CSOD Upload to STAGE	9 days	Mon 8/10/15	Thu 8/20/15	NA
56		0%	Client Validate CLP	5 days	Fri 8/21/15	Thu 8/27/15	NA
57		0%	Update CLP based on client comments	4 days	Fri 8/28/15	Wed 9/2/15	NA
58		0%	Client Validate CLP	2 days	Thu 9/3/15	Fri 9/4/15	NA
59		0%	Load CLP - LIVE	5 days	Mon 9/7/15	Fri 9/11/15	NA
60		0%	Sign-off on CLP in LIVE	0 days	Fri 9/11/15	Fri 9/11/15	NA
61		**0%**	**Technical Projects COMPLETE**	**0 days**	**Fri 9/11/15**	**Fri 9/11/15**	**NA**

Cornerstone
ONDEMAND Empowering People

Software and Services Pricing Quotation

Prepared for			
	Jennifer O'Herron	Date:	29 August 2016
	Michigan Office of Retirement Services	Quote ID:	Q-00019178
	By Frank Corsaro fcorsaro@csod.com	Valid Until:	6/26/15

Software

Learning

eLearning

Course Publisher
Offline Player
Content Management Developer Seat

Instructor-Led Training

Event Administration
Custom Form / Template Creation
Provider / Vendor Management
Facilities Management
Resource Management
Roster Management
Virtual Classroom Capable

Core Content Bundle & Services Package--Included with Business Edition! Valid through 6/26/15

20 Skillsoft Best Practice Business Courses
5 Skillsoft Microsoft Office Courses
Loading, Integration, an d Hosting Services
Best Practice Deployment Strategy Consulting
Pre-integrated Mapping to HRSG if Performance is selected

Year 1	275 users @ 9.25	$ 2,543.75
Year 2	275 users @ 9.25	$ 2,543.75
Year 3	275 users @ 9.25	$ 2,543.75

Support

Professional

24/5 Phone Support
Up to 3 Admins
24/7 access to Client Success Center

Year 1	Included
Year 2	Included
Year 3	Included

Training

Basic Training

All access to system admin online courses	Ask-A-Trainer community access
Virtual Labs for hands-on practice	Getting Started course
Business Case scenario courses	10 admin contacts for the life of the contract

Year 1	$ 1,750.00
Year 2	$ 1,750.00
Year 3	$ 1,750.00

One Time Setup and Integration Fees

Implementation Services

Learning Implementation	$ 20,000.00

Integration Projects

Custom Login Page (CLP)	$ 2,000.00

Additional One Time Services

Standard Two Day System Admin Training	$ 4,000.00

Investment Summary

	Year 1	Year 2	Year 3
Software & Other Recurring	4,293.75	4,293.75	4,293.75
One Time Services	26,000.00	-	-
Totals	**30,293.75**	**4,293.75**	**4,293.75**

Notes

Purpose

The Purpose of this Statement of Work is to set out the general scope and terms of the Mid Market consulting services to be delivered in accordance to discussions between Cornerstone OnDemand, Inc. ("Cornerstone") and Client.

Scope of Services and Deliverables

The Scope of Services outlined below provides a breakdown of the key phases of the implementation process and the corresponding Deliverables to be provided by Cornerstone and Client. The following products are in scope for implementation:

Learning Management
eLearning
Instructor Led Training

Mid-Market Implementation – Task Management and Configuration

The Cornerstone Mid-Market Implementation is an 8 week approach. This is an accelerated implementation method with controlled scope and intended for clients committed to standardized business processes.

WEEKS 1 & 2: PROJECT KICK-OFF, DISCOVERY & DATA INTEGRATION

Cornerstone Deliverable	Client Deliverable
4. Within 10 days of contract signing (a) Assign Implementation Curriculum (b) Create Client Portals (Live, Pilot & Stage) (c) Conduct Implementation Orientation workshop (i) Review of Implementation resources and expectations. 5. Schedule and Lead Calls (a) Kick-off call (i) Review of the Mid Market with Engagement Management process, implementation expectations, project parameters, and required pre-work including: selecting team members/ system administrators, scheduling an Implementation completion date and making sure that a process decision maker is available for the start of the project. (b) Client Discovery Call (i) Review client process and samples of current client processes/ documents (ii) Provide client with work plan which will include dates for completion of implementation project components (c) Technical Project Initiation Call (i) Review documentation and templates associated with relevant technical projects (d) Configuration Session(s) (i) Functionality-based	5. Completion of the following activities before weeks 1 & 2: (a) Attend Implementation Orientation (b) Access Client Success Center (c) Review Discovery Questionnaire 6. Attend calls: (a) Kick-Off (b) Discovery (c) Technical Project Initiation (d) Configuration Session(s) 7. Tasks and Deliverables include: (a) Assemble project team knowledgeable of Client's internal processes and empowered to make real time decisions regarding: (i) Learning Management (b) Review Project Status and Training Plan Workbook activities including required E-Learning courses (c) Completion of the following activities before weeks 3-6: (i) Submit Organizational Unit and User Data in delivered template and required format (ii) Manage work plan projects with internal team and assign task were needed. (iii) Identify and provide the list of participants for the implementation project (iv) Access Client Success Center and complete

Cornerstone Deliverable	Client Deliverable
demonstration of key areas and activities for administrators, managers, and end-users in the: (i) Learning Management System 6. Tasks and Deliverables include: (a) Create Client Portals (Live, Pilot, Stage) (b) Deliver access to Client Success Center (CSC), provide Training Plan with required E-Learning courses and documentation (c) Deliver Custom Login Page (CLP) template and implement project (d) Provide template for OU and User Data (e) Support client in OU and User Data formatting (f) Validate OU and User Data format in preparation for load (g) Load OU and User Data (h) Deliver Single Sign On (SSO) documentation and code (i) Review Discovery Questionnaire guide and samples of current client documents (j) Present client with project workbook specific to their objectives	required Learning E-Learning courses and documentation provided in Training Plan (v) Submit Discovery Questionnaire Guide and samples of current client documents (vi) Submit Custom Login Page template (vii) Review Single Sign On specifications and submit decision on SSO technology 8. Required for Client to finalize before starting the Learn and Configure phase: (k) E-Learning courses in a SCORM/AICC format (l) Documents for Document Repository (m) Events/Sessions structure (n) Content list for Curriculums (o) Corporate, Divisional and Departmental Goals for project

WEEKS 3 - 6: LEARN AND CONFIGURE YOUR PORTAL

Cornerstone Deliverable	Client Deliverable
3. Tasks and Deliverables include: (a) Two 1.5 hour working sessions per module implementation to align weekly task/ goals, resolve any issues and provide any additional guidance (b) Review configurations, preferences, OUs, user data and security access roles (c) Provide best practice configuration based on client use case for common configuration scenarios (d) Review and guide client thru application practice scenarios (e) Review and advise client on configuration and set up for: (i) Groups (ii) Content Loading (E-Learning, ILT, Materials) (iii) Catalog Permutations (iv) Curriculum Structure	4. Tasks and Deliverables : (a) Participate in two 1.5 hour working sessions per module implementation to align activities along with any questions, resolve any issues and provide any additional guidance. (b) Review configurations, preferences, OUs, user data and security access roles (c) Items for Client to build during the Learn and Configure phase: (i) Groups (ii) Content Loading (E-Learning, ILT, Materials) (iii) Catalog Permutations (iv) Curriculum Structure (v) Proxy Assignments (vi) Emails and custom reports (d) Client demonstrates Learning portal set-up to key stakeholders (if required)

Cornerstone Deliverable	Client Deliverable
(v) Proxy Assignments (vi) Emails and custom reports (f) Review & provide User Acceptance Testing (UAT) scripts to client. (g) Direct client as to which configurations will need to be moved to the Live portal	(e) Complete workbook activities and complete training prior to the start of Weeks 7-8. (f) Begin configurations to the Live portal

WEEKS 7 & 8: USER ACCEPTANCE TESTING AND SYSTEM READINESS

Cornerstone Deliverable	Client Deliverable
4. Tasks and Deliverables include: (a) 30 minutes daily status check-ins to align day's activities along with any questions, resolve any issues and provide any additional guidance (b) Conduct a final check of the work plan to make sure project is ready for completion (c) Calls will also include support for UAT and scripts: (i) Reversioning a course (ii) Adding a session and updating a roster (iii) Assigning/Requesting Training (iv) Provide guidance for ongoing project communication, client training and system launch (d) Review final portal configuration (e) Complete copy-down of Live to Pilot and Stage portals (f) Get client signed up for the Implementation Complete CSM workshop (g) Conduct transition call with Client Success Manager (h) Transition call has been completed and implementation is complete	5. Attend Calls (a) Daily status check-ins (b) Change Management Session (c) Client Success Orientation 6. Tasks and Deliverables include: (a) Participate in 30 minute daily calls to align day's activities along with any questions, resolve any issues and provide any additional guidance. (b) Discuss final steps of workbook with consultant (c) Continued delivery of UAT and scripts: (i) Reversioning a course (ii) Adding a session and updating a roster (iii) Assigning/Requesting Training (d) Deliver and provide continuous project communication and system launch timeline to key stakeholders (e) Final system demonstration (f) Complete change management activities (g) Complete Implementation Curriculum activities (h) Portal is configured and project complete (i) Client review change management presentation (j) Client is responsible for all change management activities Attend transition session with Client Success Manager

Technical Projects

Custom Login Page (CLP)

Brief Summary

Create a Custom Login Page following Client's design and layout according to Cornerstone-provided design guidelines and templates.

Tasks

- Cornerstone: Provide Client with Cornerstone's Custom Login Page design templates
- Cornerstone: Lead Client in Custom Login Page design workshops to review Custom Login Page process
- Client: Create Custom Login design based on Cornerstone's Custom Login Page design templates
- Cornerstone: Create Custom Login Page in stage per Client's design
- Client: Review and indicate corrections to errors detected in stage portal
- Cornerstone: Reload corrected Custom Login Page as necessary in stage portal
- Client: Review and approve Custom Login Page loaded to stage portal
- Cornerstone: Load Custom Login Page on pilot and live portals

Assumptions

- Utilizes Cornerstone Custom Login Page design document template
- Client will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
- Client may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
- Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client.

Timeline and Delivery

The Mid Market Implementation project(s) are Client and Cornerstone directed and therefore, the total duration will be dependent, in part, on the Client's preparation, resource commitment, executive sponsorship and decision process. Mid Market Implementation project(s) is scoped and expected to be complete within an 8 week period with weeks remotely by Cornerstone.

Project Components	Cost
Learning	
o Learning Implementation	$20,000.00
o Standard Two Day System Admin Training	$4,000.00
o Custom Login Page (CLP)	$2,000.00
Total Additional Services Cost	**$26,000.00**

The end of the Implementation project will be defined as the completion of the Cornerstone Deliverables as outlined under the Scope of Services and Deliverables sections of this document. Acceptance of Deliverables will be in accordance with the Agreement.

Assumptions/Client Obligations

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the resources reasonably necessary to scope the implementation, and fulfill the obligations listed below.

17. Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:

    (a) Business Process Owner for Learning Management System (aka, the Decision Maker)

    (b) Lead Cornerstone System Administrator

    (c) Project Manager of the Cornerstone implementation

    (d) HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)

    (e) Executive Stakeholder (Optional)

18. Begin going through kick-off documentation in the Client Success Center

19. Empower team to make real-time decisions regarding configuration and business process functions during the project.

20. Ensure project team attendance and active participation during all phases of the Implementation project.

21. Formally accept (sign-off) all key deliverables and implementation services per the Agreement.

22. Manage project staffing and milestones.

23. Manage project status and ensure completion of Client project deliverables.

24. Attend and participate in configuration workbook overview, implementation coaching, and administrator training sessions.

25. Validate and ensure available technical environment (high speed web access for all attendees during the training session).

26. The end of the implementation project is tied solely to the acceptance by Client of those deliverables for which Cornerstone is responsible.

27. Manage project status through Cornerstone provided work plan and ensure completion of Client project deliverables.

28. Provide a primary point of contact for Cornerstone during and after the implementation.

29. Ensure proper communication to end-users during implementation in preparation for rollout.

    (a) Manage change management and on-going communication of the Learning solution project.

    (b) The project will be conducted remotely.

30. Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by Client; (ii) if Client does not commence the project, one

year from the purchase date; or (iii) if Client commences the project but subsequently does not proceed with the project, one year from the date Client ceased working on the project.

31. Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work documenting such changes and the pricing impact, if any, to the original project scope.

32. Any Historical Data Load (HDL), Master Data Load (MDL) or Data Migration project not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.

Additional Service Offerings

Cornerstone provides additional service offerings at an additional charge. The following service offerings, if not expressly stated in the 'Scope of Services' section of this document, are not included as part of this engagement:

Technical Consulting	12. Content and Transcript Historical Data Loads
Content Services	13. Learning Content Needs Assessment 14. E-Learning Development 15. ILT Development / Production 16. Content Maintenance 17. Content Localization
Consulting Services	18. Consulting Service Packs 19. Analytics / Custom Report Development 20. System Preference Updates
Educational Services	21. Virtual Training Courses 22. Live Coaching

Form No. DTMB-3522 (Rev. 4/2012)
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
525 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B5500056
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cornerstone OnDemand, Inc. 1601 Cloverfield Blvd, Suite 600 S. Los Angeles, CA 90404	Frank Corsaro	fcorsaro@csod.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(732) 252-6326	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:				
BUYER:	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Enterprise Learning Management System			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	December 26, 2014	December 25, 2019	1, two year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$1,358,000.00		

Form No. DTMB-3522 (Rev. 4/2012)
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
525 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B5500056
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Cornerstone OnDemand, Inc. 1601 Cloverfield Blvd, Suite 600 S. Los Angeles, CA 90404	Frank Corsaro	fcorsaro@csod.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(732) 252-6326	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:				
BUYER:	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Enterprise Learning Management System			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	December 26, 2014	December 25, 2019	1, two year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☐ YES ☒ NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$1,358,000.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #0071141113B0000629. 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 #: 071B5500056

FOR THE CONTRACTOR:	**FOR THE STATE:**
Cornerstone OnDemand, Inc.	
Firm Name	Signature
	Sharon Walenga-Maynard, Sourcing Director
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

STATE OF MICHIGAN
Department of Technology, Management and Budget
Procurement

Contract No. 071B5500056
Learning Management System Enterprise Contract

Buyer Name: Jarrod Barron
Telephone Number: 517-284-7045
E-Mail Address: barronj1@michigan.gov

Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), dated as of the date of the last signature below (the "**Effective Date**"), is by and between the Michigan Department of Technology, Management and Budget, on behalf of the Michigan Department of Human Services (collectively, the "**State**") and Cornerstone OnDemand, Inc., a California corporation with offices located at 1601 Cloverfield Boulevard, Suite 600S, Santa Monica, CA 90404-4087 ("**Contractor**").

This is an enterprise-wide contract available to all State agencies. Requests by additional State Agencies to utilize this contract will be handled in accordance with **Sections 2.2 and 2.3**.

1. Definitions.

"**Accept**" has the meaning set forth in **Section 4.2(b)**.

"**Acceptance**" has the meaning set forth in **Section 4.2(b)**.

"**Action**" has the meaning set forth in **Section 13.1**.

"**Active User**" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. The State has the ability to determine who is an Active User.

"**Actual Uptime**" means the total minutes in the Service Period that the Hosted Services are Available.

"**Additional Service Period**" has the meaning set forth in **Section 8.2**.

"**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.

"**Agreement**" has the meaning set forth in the preamble.

"**Allegedly Infringing Features**" has the meaning set forth in **Section 13.3(b)(ii)**.

"**Authorized Users**" means all Persons authorized by the State to access and use the Services through the State's account under this Agreement, subject to the maximum number of users specified in the applicable Statement of Work.

"**Availability**" has the meaning set forth in **Section 5(a)**.

"**Availability Requirement**" has the meaning set forth in **Section 5(a)**.

"**Available**" has the meaning set forth in **Section 5(a)**.

"**Business Day**" means a day other than a Saturday, Sunday or State Holiday.

"**Change Notice**" has the meaning set forth in **Section 2.2**.

"**Code**" has the meaning set forth in **Section 19.**

"**Comparable Customer**" has the meaning set forth in **Section 8.7**.

"**Confidential Information**" has the meaning set forth in **Section 10.1**.

"**Content**" means each and all of the following: course, learning object, certification, quiz, test, material, instructor-led session, or document.

"**Content Delivery**" means the delivery of non-Cornerstone Content to Active Users. Content Delivery volume is calculated as follows: size of Content (in gigabytes) multiplied by the number of Active Users receiving the Content.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor Personnel**" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

"**Contractor Security Officer**" has the meaning set forth in **Section 2.6(a)**.

"**Contractor Service Manager**" has the meaning set forth in **Section 2.6(a)**.

"**Contractor Systems**" has the meaning set forth in **Section 11.3**.

"**Corrective Action Plan**" has the meaning set forth in **Section 6.6**.

"**Documentation**" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

"**DR Plan**" has the meaning set forth in **Section 12.3(a)**.

"**Effective Date**" has the meaning set forth in the preamble.

"**Exceptions**" has the meaning set forth in **Section 5.2**.

"**Fees**" has the meaning set forth in **Section 8.1**.

"**Force Majeure Event**" has the meaning set forth in **Section 17.1**.

"**Harmful Code**" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Agreement, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"**HIPAA**" has the meaning set forth in **Section 9.1**.

"**Hosted Services**" has the meaning set forth in **Section 2.1(a)**.

"**Implementation**" means deployment, configuration and/or training relating to the Software.

"**Initial Active Users**" has the meaning set forth in the notes to **Cost Table 3. Software Licenses**.

"**Initial Term**" has the meaning set forth in **Section 7.1**.

"**Intellectual Property Rights**" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in this Agreement or any Statement of Work.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction to which a party is subject.

"**Loss**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "**Losses**" has a correlative meaning.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Personal Health Information (PHI)**" has the meaning set forth in **Section 9.1**.

"**Personally Identifiable Information (PII)**" has the meaning set forth in **Section 9.1**.

"**Process**" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "**Processing**" and "**Processed**" have correlative meanings.

"**Products**" means any and all Contractor Content, Services, work product resulting from Services, and Software.

"**Reject**" has the meaning set forth in **Section 4.2(b)**.

"**Rejection**" has the meaning set forth in **Section 4.2(b)**.

"**Renewal Term**" has the meaning set forth in **Section 7.2**.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor's Subcontractors.

"**Resolve**" has the meaning set forth in **Section 6.4(b)**.

"**Scheduled Downtime**" has the meaning set forth in **Section 5.3**.

"**Scheduled Uptime**" means the total minutes in the Service Period.

"**Service Availability Credits**" has the meaning set forth in **Section 5.5(a)**.

"**Service Error**" means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Agreement and the Specifications.

"**Service Level Credits**" has the meaning set forth in **Section 6.5**.

"**Service Level Failure**" means a failure to perform the Support Services fully in compliance with the Support Service Level Requirements.

"**Statement of Work**" has the meaning set forth in **Section 2.1(a)**.

"**Service Period**" has the meaning set forth in **Section 5(a)**.

"**Service Support Level Requirements**" has the meaning set forth in **Section 6.4**.

"**Services**" has the meaning set forth in **Section 2.1**.

"**Software**" means Contractor's Cornerstone Learning Management System software application or applications with all its/their attendant functionalities, including but not limited to its/their performance and recruiting functionalities, and any third-party or other software with its attendant functionalities, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"**Specifications**" means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

"**State**" has the meaning set forth in the preamble.

"**State Data**" has the meaning set forth in **Section 9.1**.

"**State Modification**" has the meaning set forth in **Section 13.2(a)**.

"**State Service Manager**" has the meaning set forth in **Section 2.9**.

"**State Systems**" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

"**Subcontractor**" means any entity that performs any Services under this Agreement and otherwise has the meaning set forth in **Section 2.5(a)**.

"**Subscriber**" means an Active User who is an employee, member, or customer of the State or one of its Affiliates that accesses the Software for a flat fee.

"**Support Request**" has the meaning set forth in **Section 6.4(a)**.

"**Support Service Level Requirements**" has the meaning set forth in **Section 6.4**.

"**Support Services**" has the meaning set forth in **Section 6**.

"**Term**" has the meaning set forth in **Section 7.2**.

"**Transaction**" applies only if Client has purchased access to the Extended Enterprise Cloud, which is an alternative learning management system. A "Transaction" means a Content registration, self-assessment, or task undertaken by an Active User who is: (i) not a Subscriber; (ii) not an employee of the State or any of its Affiliates; and (iii) grouped in a specially-designated organizational unit separate and apart from Subscribers. Unused Transactions expire upon the earlier of: (i) termination of the Agreement; or (ii) one year from purchase date. For clarity, employees of the State or any of its Affiliates may only access the Software as Subscribers. As of the Effective Date, Client is not purchasing the Extended Enterprise Cloud, but may do so at its convenience.

"**Transition Period**" has the meaning set forth in **Section 7.5.**

"**Transition Responsibilities**" has the meaning set forth in **Section 7.5.**

"**User Data**" means, subject to Section 20.9, any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Agreement, Contractor will, in accordance with all terms and conditions set forth in this Agreement and each applicable Statement of Work, provide to the State and its Authorized Users the following services ("**Services**"):

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users ("**Hosted Services**") as described in one or more written, sequentially numbered, Statements of Work referencing this Agreement, including all Specifications set forth in such Statements of Work, which, upon their execution will be attached as a Change Notice and by this reference are incorporated in and made a part of this Agreement (each, a "**Statement of Work**");

(b) after Implementation is completed, Contractor shall provide the level of service maintenance and technical support stated in **Section 6** and the applicable Statement of Work. Only the number of administrators set forth in the applicable support package (i.e., not all Subscribers) may contact Contractor for support. The State agrees to promptly provide Contractor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Contractor, in order for Contractor to comply with its support obligations hereunder. In no event shall Contractor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Contractor; and.

(c) such other services as may be specified in the applicable Statement of Work.

2.2 Statements of Work. Statements of Work will be effective only when signed by the State and Contractor. Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written contract amendment ("**Change Notice**") signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work. The State may, with thirty (30) days' prior written notice to Contractor, decrease the number of its Active User licenses hereunder annually on the anniversary of the Effective Date subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work, provided that the State may not at any time during the life of the Agreement decrease the number of licenses below the number of Initial Active Users.

2.3 Change Notice. A Change Notice will only be effective if the process described in this Section paragraph has been completed. A State Agency, including a new Agency requesting to utilize this Agreement, will submit a Statement of Work (SOW) to the Contractor for the services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal and a project schedule. The Written Proposal pricing will be based on the Cost Tables in this Agreement. Upon the Agency's review and written approval of the Written Proposal and project plan, the Agency will submit a Change Notice request to DTMB-Procurement. Upon review and written approval by DTMB-Procurement and the State Administrative Board, if applicable, a Change Notice will be executed. A fully executed Change Notice is required prior to issuance of any Purchase Order release and prior to beginning any work or providing any goods. **If Contractor provides products or services prior to the issuance of a Change Notice and Purchase Order in accordance with this Section 2.3, Contractor risks non-payment for the out-of-scope/pricing products and/or services**.

2.4 Compliance With Laws. Contractor must comply with all applicable Laws as they concern this Agreement, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.5 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without the State's prior written consent, which consent may be given or withheld in the State's sole discretion. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a "**Subcontractor**") complies with all relevant terms of this Agreement, including all provisions relating to State Data or other Confidential Information of the State;

(b) the State's consent to any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Agreement;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor's employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Agreement or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(ii) a written confidentiality, restricted use, work-for-hire and intellectual property rights assignment agreement in form and substance acceptable to the State, giving the State rights at least equal to those set forth in **Section 0** (Ownership), **Section 10** (Confidentiality), **Section 11** (Security) and **Section 12** (Redundancy, Data Backup and Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.6** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.6 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel on Schedule **A** to this Agreement;

(c) unless it would be commercially unreasonable to do so, maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.6(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.7 Management and Payment of Contractor Personnel. Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data or other Confidential Information of the State. If requested by the State, and at Contractor's sole cost and expense, Contractor will conduct background checks on such Contractor Personnel, which background checks must comprise, at a minimum, a review of credit history, references and criminal record, in accordance with applicable Law.

2.8 Time of the Essence. Both parties acknowledge and agree that time is of the essence with respect to their respective obligations under this Agreement and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Agreement and each Statement of Work, is expected.

2.9 State Service Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Support Services, including the submission and processing of Support Requests (the "**State Service Manager**").

3. License Grant and Restrictions.

3.1 License Grant. Contractor will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Agreement or any Statement of Work, to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, in accordance with this Agreement and for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise process all graphical user interface, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Agreement; and

(d) access and use the Services for all such non-production uses and applications as may be set forth in this Agreement or any applicable Statement of Work, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge (except as set forth herein) and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.3**.

3.2 License Restrictions. The State may only use the Products for its own lawful, internal business purposes. The State shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Contractor; or (vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Contractor may disable the implicated Content and/or deny access to the State's portal as necessary to remedy the issue. The State will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. The State will ensure that it has obtained all necessary consents and approvals for Contractor to access State Data for the purposes permitted under this Agreement. If The State is in breach of this section, Contractor may suspend Services, in addition to any other rights and remedies Contractor may have at law or in equity.

3.3 Excess Use. If the State's uses of the Hosted Services exceeds the volume of use permitted by the license then in effect under **Section 3** and the applicable Statement of Work (including as to the number of uses, users, machines or locations), the State will pay Contractor the Fees attributable to the excess use in accordance with **Section 8**. Such Fees will be Contractor's sole and exclusive remedy for such excess use.

4. Service Preparation, Testing and Acceptance.

4.1 Service Preparation. Promptly upon the parties' execution of a Statement of Work, both parties will take all steps necessary to make the Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Agreement, including any applicable milestone date or dates set forth in such Statement of Work.

4.2 Testing and Acceptance.

(a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Agreement and the Specifications.

(b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly

commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon its completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

(i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or

(ii) terminate any and all of the relevant Statement of Work, this Agreement and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all prepaid, unearned sums previously paid to Contractor under such Statement of Work within thirty (30) Business Days of the State's written notice of termination, and the State will be relieved of all future payment obligations thereunder.

5. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a "**Service Period**"), at least 99.5% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Specifications. "**Availability**" has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.

5.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

(a) failures of the State's or its Authorized Users' internet connectivity;

(b) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Contractor; or

(c) Scheduled Downtime as set forth in **Section 5.3**.

5.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled

outages will: (a) last no longer than three (3) hours; (b) be scheduled after 8:30 p.m., US Eastern Standard Time (5:30 p.m., US Pacific Standard Time); and (c) occur no more frequently than once per week; provided that Contractor may request for the State's approval, extensions of Scheduled Downtime above three (3) hours and such approval by the State may not be unreasonably withheld or delayed.

5.4 Service Availability Reports. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement and Specifications. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement and Specifications; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement or Specifications during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement and Specifications are fully met.

5.5 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State credits on the Fees payable for Hosted Services provided during the Service Period ("**Service Availability Credits**") as detailed in **Schedule J**.

(b) Any Service Availability Credits due under this **Section 5.5** will be applied in accordance with **Section 8.11**.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any two (2) of four (4) consecutive Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Agreement and/or the applicable Statement of Work on written notice to Contractor with no liability, obligation or penalty to the State by reason of such termination.

6. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions of this **Schedule J**. The Support Services are included in the Services, and Contractor may not assess any additional Fees, costs or charges for such Support Services.

6.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with **Schedule J**, including by providing defect repair, programming corrections and remedial programming;

(b) provide telephone support during the hours of 8:00 a.m. to 8:00 p.m. US Eastern Standard Time on Business Days to the Named Supported Administrators who may contact Cornerstone Global Product Support;

(c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(d) Respond to and Resolve Support Requests as specified in **Schedule J**.

6.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein or in the applicable Statement of Work):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein or in the applicable Statement of Work that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Major Defects in accordance with the Support Request Classification set forth in **Schedule J**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

6.3 Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Agreement and the Specifications.

6.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in **Schedule J** ("**Support Service Level Requirements**"), this Agreement and the applicable Statement of Work.

(a) Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in **Schedule J** (each a "**Support Request**"). One of the State's

Named Supported Administrators will notify Contractor of Support Requests by e-mail, telephone or such other means as the parties may hereafter agree to in writing in accordance with **Schedule J**.

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "**Resolve**" (including "**Resolved**", "**Resolution**" and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the times designated in **Schedule J** based on the severity of the Service Error.

(c) Escalation. Contractor will escalate Support Requests in accordance with **Schedule J**.

6.5 Support Service Level Credits. Failure to achieve any of the Support Service Level Requirements will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in **Schedule J** ("**Service Level Credits**") in accordance with **Section 8.11**.

6.6 Corrective Action Plan. If two or more Major Defects occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State status updates, resolution and remedy as set forth in **Schedule J**, which may include an analysis of root causes and a proposed written corrective action plan for the State's review, comment and approval, which, subject to and upon the State's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan must include, at a minimum: (a) Contractor's commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

7. Term and Termination.

7.1 Term. The initial term of this Agreement commences as of the Effective Date and will continue in effect until five (5) years from such date unless and until terminated as provided under this Agreement (the "**Initial Term**").

7.2 Renewal. Unless this Agreement is terminated earlier pursuant to its provisions, the State may renew this Agreement for one (1) additional two (2) year period (the "**Renewal Term**") by providing written notice to Contractor of its intent to renew at least sixty (60) days prior to the expiration of the then pending term (the Initial Term together with any Renewal Terms and Additional Service Periods, collectively, the "**Term**").

7.3 Termination for Cause. In addition to any right of termination set forth elsewhere in this Agreement:

(a) The State may terminate this Agreement for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the

State's facility or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; or (iv) breaches any of its material duties or obligations under this Agreement. Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

(b) If the State terminates this Agreement under this **Section 7.3**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Agreement, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.4**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Agreement. The Contractor must pay all reasonable costs incurred by the State in terminating this Agreement for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

7.4 Termination for Convenience. The State may immediately terminate this Agreement in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.5**. If the State terminates this Agreement for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

7.5 Transition Responsibilities. Upon termination or expiration of this Agreement for any reason except material breach of the Agreement by the State, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Agreement to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may reasonably direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). Where a Transition Period applies, the Term of this Agreement is automatically extended through the end of the Transition Period.

7.6 Effect of Termination. Upon and after the termination or expiration of this Agreement or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.5**.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Upon request, Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c) Upon request, Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section**, in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.

(d) Notwithstanding any provisions of this Agreement or any Statement of Work to the contrary, upon the State's termination of this Agreement or any Statement of Work for cause pursuant to **Section 7.3**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Agreement and each applicable Statement of Work and at the same Fees set forth in each such Statement of Work.

7.7 Survival. The rights, obligations and conditions set forth in this **Section 7.7** and **Section 1** (Definitions), **Section 7.5** (Effect of Termination; Data Retention), **Section 0** (Ownership), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13.1** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 18** (Effect of Contractor Bankruptcy) and **Section 20** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Agreement and the applicable Statement of Work, including the provisions of this **Section 8**, the State shall pay the fees set forth in the applicable Statement of Work, subject to such increases and adjustments as may be permitted pursuant to **Section 8.2** ("**Fees**").

8.2 Fee Adjustments. Contractor's Fees are fixed during the Initial Term and Renewal Term as set forth in this Agreement and any applicable Statement of Work. In the event the parties agree that Contractor will provide any Services beyond the Renewal Term ("**Additional Service Period**"), Contractor may increase Fees for such Additional Service Period by providing written notice to the State at least sixty (60) calendar days prior to the commencement of such Additional Service Period. Should the State renew the initial Statement of Work for an additional two-year Term following the Renewal Term, then the increase of Fees for said Additional Service Period shall not exceed three percent (3%) per year of the Fees effective during the immediately preceding twelve (12) month period. No increase in Fees for any Additional Service Period is effective unless agreed to by the parties in advance and made in compliance with the provisions of this **Section 8.2**.

8.3 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.4 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this

Agreement. Therefore, all Contractor fees will exclude taxes, and State will neither be billed for nor be responsible for paying same.

8.5 Invoices. Contractor will invoice the State for all Fees in electronic format, via such delivery means and to such address as are specified by the State in writing from time to time. If more than one Statement of Work is in effect, Contractor shall provide separate invoices for each Statement of Work. Each separate invoice must: (a) clearly identify the Statement of Work to which it relates, in such manner as is required by the State; (b) list each Fee item and Service Credit separately; (c) include sufficient detail for each line item to enable the State to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services, and such other information as the State requires, on a per-individual basis; and (e) include such other information as may be required by the State as set forth in the applicable Statement of Work.

8.6 Payment Terms.

(a) The State will pay all properly invoiced amounts payable and due hereunder within forty-five (45) days after the State's receipt of Contractor's proper invoice therefor, except that the State may withhold from any payment any charge or amount disputed in good faith by the State pending resolution of such dispute.

(b) All payments hereunder must be in US dollars and made by wire transfer. Payments shall be made to the address or account specified in the Statement of Work or such other address or account as is specified by Contractor in writing from time to time, provided that Contractor gives the State at least thirty (30) days' prior notice of any account, address or other change in payment instructions. The State will not be liable for any late or misdirected payment caused by Contractor's failure to provide timely notice of any such change.

8.7 Most Favored Pricing. All Fees and other charges under this Agreement were negotiated at arms'-length. Contractor represents that fees, prices and rates contemporaneously charged by Contractor to the State are comparable to those charged to other similarly situated customers for substantially identical volumes of services of the substantially same type and scope (considering unit price, discounts, allowances, rebates and other terms and conditions offered to other customers and considering the structure, terms, and efforts relating to invoicing, orders, and the Agreement taken by Cornerstone at the State's written direction, including as set forth in the Agreement) ("**Comparable Customer**"). If at any time Contractor charges any Comparable Customer a lower fee, rate or price for substantially same volumes of such substantially similar services than the corresponding Fees or other amounts charged hereunder, Contractor will immediately apply such lower rate or amount, as applicable, for all comparable Services provided to the State. Such lower rates or amounts, as applicable, apply retroactively to the date on which Contractor began charging them to such comparable customer.

8.8 State Audits of Contractor. During the Term and for three (3) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term and for three (3) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.9 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Agreement, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Agreement, including any right to Service Credits.

8.10 Withhold Remedy. In addition and cumulative to all other remedies in law, at equity and under this Agreement, if Contractor is in material default of its performance or other obligations under this Agreement or any Statement of Work and fails to cure the default within fifteen (15) days after receipt of the State's written notice of default, the State may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the sixteenth (16th) day after Contractor's receipt of such notice of default, and ending on the date that the default has been cured to the reasonable satisfaction of the State, an amount that, in the State's reasonable judgment, is in proportion to the magnitude of the default or the Service that Contractor is not providing. Upon Contractor's cure of the default, the State will cause the withheld payments to be paid to Contractor, without interest. Upon a final and binding legal determination that the State has withheld any payment in bad faith, such payment shall promptly be paid to Contractor, plus interest at the maximum legal rate.

8.11 Availability and Support Service Level Credits. Contractor acknowledges and agrees that each of the Service Availability Credits and Service Level Credits assessed pursuant to **Section 5**, **Section 6** and the Service Level Agreement detailed in **Schedule J**, respectively: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the corresponding Service Error or Service Level Failure, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Agreement or be payable to the State upon demand. No Service Availability Credits, Service Level Credits, or combination thereof, for any Service Period may exceed the total amount of Fees that would be payable for that Service Period if the Services were fully provided in accordance with this Agreement and the Specifications.

8.12 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Agreement.

8.13 Support Not to be Withheld or Delayed. Contractor may not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of: (a) the State's good faith withholding of any payment or amount in accordance with this **Section 8**; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this Agreement or any other agreement between the parties.

9. State Data.

9.1 Ownership of State Data. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Services; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations; and (d) User Data. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Agreement.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Agreement.

9.3 Extraction of State Data. During the life of the Agreement, the State will be able to extract its data itself for free at any time. Upon termination of the Agreement, if the State so requests, Contractor must, within fifteen (15) Business Days of the State's request, provide the State, without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data in a standard flat-file format. If the State so requests Contractor to perform the data extraction, Contractor may charge the State $190.00/hour for such services, provided the total data extraction fee may not exceed $7600.00.

9.4 Backup and Recovery of State Data. Unless otherwise specified in the Statement of Work, Contractor is responsible for maintaining a backup of State Data and providing for an orderly and timely recovery of such data. Unless otherwise described in the Statement of Work, Contractor must maintain a contemporaneous backup of State Data that can be recovered within twenty-four (24) hours at any point in time.

9.5 Loss of State Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable Law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who

comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable Law as a result of the occurrence; (f) pay for any actual and reasonable costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) upon request, provide to the State a detailed plan within thirty (30) calendar days of the request describing the material measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable Law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. This **Section 9.5** survives termination or expiration of this Agreement.

9.6 HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

10. Confidentiality.

10.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10.2**.

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.

10.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Agreement. If Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and certify the same in writing within five (5) calendar days from the date of termination to the other party

11. Security.

11.1 Protection of the State's Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the Contractor's data security policies as set forth in **Schedule B** (Data Security Requirements) and, to the extent such practices and standards are consistent with and not less

protective than the foregoing requirements, are at least equal to applicable best industry practices and standards;

(b) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards.

(c) take all reasonable measures to:

(i) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein;

(ii) prevent (A) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (B) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (C) unauthorized access to any the State's Confidential Information;

(d) continuously monitor its systems for potential areas where security could be breached.

11.2 Unauthorized Access. Contractor may not access, and shall not permit any access to, State Systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with this Agreement, and in no case exceed the scope of the State's authorization pursuant to this **Section 11.2**. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in **Schedule B** as the same may be supplemented or amended by the State and provided to Contractor from time to time.

11.3 Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor to access State Systems or otherwise in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State Systems through the Contractor Systems.

11.4 Security Audits. During the Term, Contractor will:

(a) maintain complete and accurate records relating to its Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or equivalent's data protection practices and the security of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this **Section 11**;

(b) should Contractor fail to conduct an SSAE 16 or equivalent audit at least annually then, upon the State's request, and following mutual agreement as to timing and scope, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of this Agreement. The State may, but is not obligated to, perform such security audits, which shall, at the State's request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

(c) if Contractor engages a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of Contractor's operations, information security program or disaster recovery/business continuity plan, Contractor will provide a copy of the audit report to the State within thirty (30) days after Contractor's receipt of request for such report. Any such audit reports will be recognized as Contractor's Confidential Information.

11.5 Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Agreement with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of this Agreement for which the State, at its option, may terminate this Agreement immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

12. Redundancy, Data Backup and Disaster Recovery. Contractor must, in accordance with the provisions of this **Section 12**, maintain or cause to be maintained disaster avoidance procedures designed to safeguard the State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Hosted Services, in each case throughout the Term and at all times in connection with its actual or required performance of the Services hereunder. The force majeure provisions of **Section 17.1** do not limit Contractor's obligations under this **Section 12**.

12.1 Redundant Hosting and Connectivity. Contractor will simultaneously operate a mirror system at a location in the United States that is geographically remote from the primary system on which the Software and Hosted Services are hosted. Except for its location, the mirror system must: (a) be identical in all respects to the primary system; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary system; (c) have fully current backups of all the State Data stored on the primary system; and (d) have the ability to provide the Hosted Services in accordance with this Agreement and the Specifications during the performance of routine and remedial maintenance or any outage or failure of the primary system fails. Contractor will operate, monitor and maintain such mirror system so that it may be activated within five (5) hours of any failure of the Hosted Services to be Available.

12.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic back-ups of State Data on at least a weekly basis and store such back-ups as specified in **Schedule C**. On written notice from the State, Contractor will provide the State with a copy of the backed up State Data in such machine readable format as is specified in **Schedule C** or the

State otherwise reasonably requests. Contractor will provide all back-ups at a reasonable cost and expense to be determined. The State will reimburse Contractor for all media costs and shipping charges reasonably incurred in fulfilling the State's additional requests for copies of backed up the State Data.

12.3 Disaster Recovery/Business Continuity. Throughout the Term and at all times in connection with its actual or required performance of the Services hereunder, Contractor will:

(a) maintain a Business Continuity and Disaster Recovery Plan for the Hosted Services (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. The State has reviewed and approved Contractor's current DR Plan. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Disaster Ready Recovery Plan are incorporated herein by reference. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Upon request, Contractor will provide the State with access to view all such updates to the Plan via a secured access-only location within fifteen (15) days of its request. All updates to the DR Plan are subject to the requirements of this **Section 12.3**; and

(b) Upon request, provide the State with copies of all reports resulting from any testing of or pursuant to the DR Plan promptly after Contractor's receipt or preparation. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Agreement, in its sole discretion, immediately terminate this Agreement as a non-curable default under **Section 7.3(a)**.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Agreement (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Agreement, provided that, to the extent that any Action or Losses described in this **Section 13.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2(a)** through **Section 13.2(b)** and **Section 13.3**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third

party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Hosted Services or Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Hosted Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Hosted Services by the State or an Authorized User pursuant to this Agreement in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Hosted Services in combination therewith.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

(i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Agreement and the Specifications; or

(ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Agreement.

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i) refund to the State any prepaid Fees for Services that have not been provided; and

(ii) in any case, at its sole cost and expense, make all reasonable attempts to secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 13.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Agreement or otherwise, including the State's right to be indemnified pursuant to **Section 13.1** and **Section 13.2**.

13.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 13**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

14. Limitations of Liability.

(a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE FEES PAID OR PAYABLE IN THE TWELVE MONTHS PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. Contractor represents and warrants to the State that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Agreement under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform its contractual obligations;

(c) the execution of this Agreement by its Representative has been duly authorized by all necessary organizational action;

(d) when executed and delivered by Contractor, this Agreement will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e) all written information furnished to the State by or for Contractor in connection with this Agreement, including Contractor's bid response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

(f) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Agreement does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Agreement and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Agreement will not knowingly, recklessly, carelessly, or negligently infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Agreement, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Software and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Agreement, including the Availability and Availability Requirement provisions set forth in **Schedule J**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;

(g) the Contractor Systems and Services are currently free of Harmful Code and will remain so or any Harmful Code introduced will be promptly eliminated by Contractor once Contractor becomes aware of said Harmful Code;

(h) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Agreement;

(i) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and,

(j) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

15.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF.

16. Insurance.

16.1 Required Coverage. At all times during the Term, Contractor will procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Law, and in any event insurance coverage in the following types and amounts:

(a) Commercial General Liability with limits no less than One Million US Dollars ($1,000,000 USD) per occurrence and Two Million US Dollars ($2,000,000 USD) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;

(b) Cyber Liability Insurance, including first party and third party coverage, with limits no less than One Million US Dollars ($1,000,000 USD) per occurrence and One Million US Dollars ($1,000,000 USD) in the aggregate for all claims each policy year, including coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability;

(c) Worker's Compensation with limits no less than the amount required by applicable Law and employers liability insurance with limits no less than Five Hundred Thousand US Dollars ($500,000 USD) for each accident, including occupational disease coverage (for monopolistic jurisdictions, employers liability coverage must be endorsed on the commercial general liability policy or procured through a standalone policy);

(d) Commercial Automobile Liability with limits no less than One Million US Dollars ($1,000,000 USD), each occurrence combined single limit of liability for bodily injury, death and property damage, including owned and non-owned and hired automobile coverages, as applicable; and

(e) Errors and Omissions/Professional Liability with limits no less than One Million US Dollars ($1,000,000 USD) per occurrence and One Million US Dollars ($1,000,000 USD) in the aggregate for all claims each policy year.

16.2 Policy Terms. All insurance policies required pursuant to this **Section 16** must:

(a) be issued by insurance companies with a A.M. Best's Rating of no less than "A" and a financial size of VII or better;

(b) provide that such insurance carriers give the State at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy and, prior to any such cancellation, non-renewal or material change in coverage, Contractor will have new insurance policies in place that meet the requirements of this Section 16;

(c) waive any right of subrogation of the insurers against the State specific to employers liability;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the State will be excess and non-contributory; and

(e) name the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate, as pertains to the Commercial General Liability policy.

16.3 Coverage. To the extent any insurance coverage required under this **Section 16** is purchased on a "claims-made" basis, such insurance must cover all prior acts of Contractor during the Term and any additional periods during which Contractor does or is required to perform the Services, and such insurance must be continuously maintained until at least four (4) years beyond the expiration or termination of the Term, or Contractor will purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, to provide coverage for at least four (4) years from the occurrence of either such event.

16.4 Certificates of Insurance. Upon the written request of the State, Contractor will provide the State with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Section 16**, and will not do anything to invalidate such insurance. Certificates of Insurance evidencing all coverages described in this **Section 16** must be furnished to the State upon written request. Contractor must

give thirty (30) days' prior written notice to the State of any cancellation, non-renewal or material change in coverage, scope, or amount of any insurance policy required by or affecting the State's rights or remedies under this Agreement.

16.5 Non-waiver. This **Section 16** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Agreement (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Agreement, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Agreement by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Agreement pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Agreement will automatically be extended for a period up to the duration of the Force Majeure Event.

17.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Agreement:

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability and Service Availability Credits), **Section 6.5** (Support Service Level Credits), **Section 0** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Data Backup and Disaster Recovery) or **Section 13** (Indemnification), or any Availability Requirement, Support Service Level Requirement, Service

Availability Credit or Service Level Credit obligations under this Agreement or an applicable Statement of Work.

18. Software Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Agreement (including all executory Statements of Work). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Agreement will continue subject to the respective terms and conditions of this Agreement, and will not be affected, even by Contractor's rejection of this Agreement; and (b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) and embodiments of and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Agreement.

20. General Provisions.

20.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

20.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

20.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Agreement or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State. Notwithstanding the foregoing, Contractor may list the State in investor-related communications subject to providing prior notice to the State.

20.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

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

If to Contractor:
Cornerstone OnDemand, Inc.
Attention: General Counsel
1601 Cloverfield Boulevard, Suite 600S
Santa Monica, CA 90404-4087

Notices sent in accordance with this **Section 20.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

20.6 Entire Agreement. This Agreement, including all Statements of Work, and other Schedules and Exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits and Schedules; and (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date. NO BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS AGREEMENT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

20.7 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Agreement in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.4**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 20.7** is void.

20.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20.9 Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, Contractor has the perpetual right to use aggregated, anonymized, and statistical

data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Contractor from utilizing the Statistical Data for business and/or operating purposes, provided that Contractor does not share with any third party Statistical Data which reveals the identity of the State, the State's users, or the State's Confidential Information.

20.10 Suggestions. Contractor shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the State or its users relating to the operation of the Products.

20.11 Responsibility for Third-Party Offerings. The Software may contain features capable of interoperating with third-party applications. To use such features, the State may be required to obtain access to such applications from a third-party provider. Contractor shall not be responsible for the State's access to, or operation of, third-party applications not offered or sold by Contractor to the State. Contractor warrants the Software is free of any third party software for purposes related to this Agreement.

20.12 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.13 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.14 Governing Law. This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

20.15 Equitable Relief. Each party to this Agreement acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party

will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 20.15**.

20.16 Schedules and Exhibits. All Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A	Key Personnel
Schedule B	Data Security Requirements
Schedule C	Data Backup Requirements
Schedule D	Statement of Work
Schedule E	Functional, Business & Reporting Requirements
Schedule F	Technical Requirements
Schedule G	Cost Tables
Schedule H	Preliminary Project Plan
Schedule I	Recommended Equipment Specifications
Schedule J	Support Package and Service Level Agreement
Schedule K	Business Continuity and Disaster Recovery Plan

20.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Contractor

/s/ _____

By: Adam Miller
Title: Chief Executive Officer
Date: _____

State

/s/ _____

By: Sharon Walenga-Maynard
Title: Sourcing Director
Date: _____

Schedule A – Key Personnel

The Contractor has designated the following resources as Key Personnel:

Single Point of Contact (SPOC)
Jeff Meyers
1601 Cloverfield Boulevard, Suite 600S
Santa Monica, CA 90404-4087
(310) 752-0200
jmeyers@csod.com

Project Manager (PM)
Karen Burns
1601 Cloverfield Boulevard, Suite 600S
Santa Monica, CA 90404-4087
(310) 752-0200
kburns@csod.com

Implementation Consultant
Charles Roberson
1601 Cloverfield Boulevard, Suite 600S
Santa Monica, CA 90404-4087
(310) 752-0200
croberson@csod.com

Direct telephone numbers have been omitted from Schedule A for privacy reasons but are available upon request.

Schedule B – Data Security Requirements

In order to protect Contractor's confidential proprietary information from competitors, Contractor does not publicly disseminate its Data Security Policy. Contractor has provided and will continuously provide the State access to view its Data Security Policy via an agreed secured access-only location or method. Nevertheless, Contractor's Data Security Policy is incorporated herein and made a part of this Agreement by this reference.

Schedule C – Data Backup Requirements

In order to protect Contractor's confidential proprietary information from competitors, Contractor does not publicly disseminate its Data Backup Policy. Contractor has provided and will continuously provide the State access to view its Data Backup Policy via an agreed secured access-only location or method. Nevertheless, Contractor's Data Backup Policy is incorporated herein and made a part of this Agreement by this reference.

Schedule D – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT

This Statement of Work (SOW) describes a project between the State of Michigan (State), through the Department of Technology, Management & Budget (DTMB) on behalf of the Department of Human Services (DHS), and the Contractor to provide a web-based, vendor-hosted Learning Management System (LMS) as a Software as a Service (SaaS) solution (the System).

1.002 BACKGROUND

DHS's two current software systems, Pathlore and Omni Track Plus, are used by separate training units. Other DHS training units use manual procedures to document training. The System will meet the integrated needs of DHS's separate training units, and data from the current Pathlore and Omni Track Plus legacy systems will be loaded into the System in accordance with **Schedule H**.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

Contractor will provide an LMS meeting the Requirements described in Schedule E and Schedule F of the Contract. This project consists of the following components and scope:

- LMS Software Licensing
- Configuration
- Implementation of LMS software
  - Data Conversion
  - Data Migration
  - Configuration Testing
  - Provision of LMS data to the State Data Warehouse
- Training
  - Train-the-Trainer Training
  - System Administrator Training
- Documentation
  - Systems Administration Documentation
  - Screen-level Help function with documentation for the screen's functions
- Operation Services
- Maintenance and Support
  - Help Desk
  - Technical Support
  - Software Patches and Enhancements

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

1.102 OUT OF SCOPE

The following are out of scope:

- Hardware
- End-user training
- Administrative data entry for initial system set-up

1.103 ENVIRONMENT

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

The State has methods, policies, standards and procedures that have been developed over the years. All services and products provided must comply with all applicable State IT policies and standards. Contractor acknowledges that it has reviewed all applicable links provided below and agrees to comply therewith.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html

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

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

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/documents/dmb/1310_183772_7.pdf
http://www.michigan.gov/documents/dmb/1310.02_183775_7.pdf
http://www.michigan.gov/documents/dmb/1325_193160_7.pdf
http://www.michigan.gov/documents/dmb/1335_193161_7.pdf
http://www.michigan.gov/documents/dmb/1340_193162_7.pdf
http://www.michigan.gov/documents/dmb/1350.10_184594_7.pdf

The State's security environment includes:

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

DTMB requires that its single-login security environment be used for all new client-server software development. Where software is being converted from an existing package, or a client-server application is being purchased, the security mechanism must be approved in writing by the DTMB Project Manager and by the DTMB Office of Enterprise Security.

IT Strategic Plan:
http://www.michigan.gov/itstrategicplan

IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf

The State Unified Information Technology Environment (SUITE):
Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/suite

Agency Specific Technical Environment

The DHS's current technical environment, as it relates to the services being requested, includes:

- Workstations: Dell OptiPlex 755 or better
- Laptops: Dell Latitude E6500 or better
- Operating Systems: Windows XP
- Browser: Internet Explorer 8.0
- Email / Calendar – Microsoft Exchange / Outlook
- MS Office 2010

1.104 WORK AND DELIVERABLES

I. Services and Deliverables To Be Provided.

For each section of Work and Deliverables, Contractor will perform in accordance with the process detailed in **Schedule H**. Contractor will follow the SUITE methodology for acceptable practices in project management and deliverable documentation as may be agreed upon by the parties during the project initiation phase.

A. Business Requirements

Contractor will meet all Business Requirements detailed in Schedule E. Contractor will use a traceability matrix to verify and validate the same.

Deliverables:

Verification and validation of business requirements documentation

- Contractor will identify the fulfillment of each required function in the LMS software.
- Contractor will work with State staff in determining gaps in fulfillment of required functions.
- Contractor will document the fulfillment and gaps. Contractor will propose changes to the LMS to manage gaps.
- Contractor will provide analysis of integrating with multiple Online Learning courses (examples: Blackboard, Quick Knowledge).

Acceptance Criteria

High-level acceptance criteria per SOW Section 1.501.

B. Software

Contractor will provide up to 25,000 LMS and third-party software licenses as needed by the State.

Deliverables

- All requested LMS software licenses for State use
- All required third-party software for State use (the State reserves the right to utilize existing licenses where applicable)

Acceptance Criteria

- High level acceptance criteria per SOW Section 1.501.
- Software licenses granted in accordance with Contract Section 3.

C. Implementation

Contractor will implement the System and will complete all tasks and deliverables listed in **Schedule H** including, but not limited to, the following high-level tasks:

- System Readiness Setup listed in **Cost Table 4A** and described in **Schedule H**
- Implementation including Technical Projects listed in **Cost Table 4B** and described in **Schedule H**
- Incorporation of data from State's Human Resources Information System (HRIS) into the System
- Incorporation of data from Pathlore and OmniTrack

- Incorporation of elearning courses
- Incorporation of Virtual Classroom Integration (vILT)
- Creation of custom login page
- Single sign-on capabilities, as applicable

Contractor will participate in Interface Testing and User Acceptance Testing.

- Contractor will use a test database environment to perform all testing before transferring into a production environment.
- Contractor will provide test cases and results to the State.

See **Schedule H** for detailed tasks, deliverables, and assumptions related to System Readiness Set-up, Implementation Services, and Technical Projects.

Deliverable(s)

Services to implement the application, including the activity and documentation of:

- Pilot, Stage, and Live environments
- Initial configuration of Stage environment
- Routine import of data from HRIS
- Import of data from Pathlore and OmniTrack
- Custom login pages and SSO, as applicable
- Integration of vILT with ILT functionality
- Standards-based content delivered to CSOD will be operational in the application
- All tasks and deliverables listed in Schedule H.

Acceptance Criteria

- High-level acceptance criteria per SOW Section 1.501.
- All tasks and deliverables listed in **Schedule H** completed.
- All services and implemented requirements tested and approved per Contract Section 4.

D. Training

Contractor shall provide training on the system for DHS to identified State staff. Training will include:

- Train the Trainer Training sessions in Lansing, MI for up to twenty five (25) State personnel.
- System Administration Training for up to ten (10) State personnel who will be responsible for ongoing administration of the system, including security.

Upgrades and new versions to the system that affect end-user functionality include training at no additional cost (e.g. classroom or online training, training flier, release features, etc.). Training will be provided in a variety of formats for product installation, use, and administration for a variety of levels (e.g. basic, advanced, refresher, etc.). All training manuals, training plans and other documentation provided become the property of the State.

The State may request additional optional training sessions using the bank of hours provided in Schedule G, that may result from upgrades and new versions to the system that affect end-user functionality.

Deliverable(s)

- 2-day, on-site train-the-trainer sessions
- 2-day, on-site technical training sessions
- 2-day, on-site system administration training sessions

Acceptance Criteria

- High-level acceptance criteria per SOW Section 1.501.

- DHS staff are properly trained and supplied with the proper tools and documentation to use, support, monitor, operate, and configure the application in accordance with the requirements of this contract.
- State staff are fully competent in the operation and maintenance of the LMS.

E. Documentation

Contractor shall provide all documentation to the State including, but not limited to, User and Technical Manuals and Data Element Dictionaries through Contractor's online help system and/or through Contractor's Client Success Center in accordance with Contractor's established procedures.

Deliverable(s)

- User and Technical Manuals
- Data Element Dictionaries

Acceptance Criteria

- High-level acceptance criteria per SOW Section 1.501.
- Documentation provided conforms to the Deliverables described above.
- Documentation has been approved by both DHS and DTMB Project Managers.

F. Operation Services

The contractor will operate the LMS providing access to read and update system data seven (7) days a week, 24 hours a day.

Deliverable(s)

- Hosting
- Systems management
- Storage services
- Management with hardware at the Contractor's site in accordance with the Service Level Agreement described in **Schedule J**.

Acceptance Criteria

- High-level acceptance criteria per SOW Section 1.501.
- Services provided in accordance with Contract terms, including Schedule J.
- Services have been approved by both DHS and DTMB Project Managers.

G. Maintenance and Support

Contractor will provide Software Maintenance and Support and Help Desk Support pursuant to Contractor's Professional Support Package and associated Service Level Agreement as described in this section and in Schedule J.

Deliverables

- Software Maintenance & Support
- Help Desk Support

Acceptance Criteria

- High-level acceptance criteria per SOW Section 1.501.
- Services provided in accordance with Contract terms and Schedule J.
- Services have been approved by both DHS and DTMB Project Managers.

H. Other Services – Reserve Bank of Hours

The State intends to establish funding for up to 500 hours over the five year life of the application for development and/or training purposes as described in **Schedule H** in the Table entitled **Managed Services – Outsourced Administration (OA)**. Actual funding for such configuration consulting work will

occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. Contractor is responsible to ensure that technical resources are available to address this requirement at the agreed upon all-inclusive fixed rates.

Upon request and at the State's sole option, the Contractor will provide additional services to meet requirements stated within this section. To use any portion of the Reserve Bank of Hours, the State will submit a Statement of Work (SOW) to the Contractor for the additional services requested. For each such SOW received from the State, the Contractor will provide a Written Proposal, including firm-fixed pricing and a project schedule. Upon review and written approval of the Written Proposal by the DTMB PM and the Agency PM, the Agency will submit a contract change request to DTMB-Procurement in accordance with **Section 2.2** of the Contract and **Section 1.403** Change Management of this SOW. Upon review and written approval by DTMB-Procurement, a Contract Change Notice will be executed. A fully executed Contract Change Notice is required prior to issuance of any Purchase Order release and prior to beginning any work or providing any goods under this **Section 1.104.L**.

Deliverable(s)

- Written Proposal including project schedule
- Quote conforming to Contract terms
- Services upon the State's request

Acceptance Criteria:

- Services conforming to each respective Statement of Work, Written Proposal, and Project Plan.
- High-level acceptance criteria for Document Deliverables are listed in SOW Section 1.501.
- High-level acceptance criteria for the Services are listed in Section 4 of the Contract.

II. Requirements

A. Functional and Business Requirements

Contractor's System and Services will meet the Functional, Business, and Reporting Requirements detailed in **Schedule E**.

B. Technical Requirements

Contractor's System and Services will meet the Technical Requirements detailed in **Schedule F**.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

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

Single Point of Contact (SPOC)

The Contractor has designated **Jeff Meyers** as its **SPOC**. The duties of the SPOC shall include, but not be limited to:

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

The 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 must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the

identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

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.

All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following as key personnel for this project:

Project Manager

Project Manager

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

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

B. On Site Work Requirements

1. Location of Work:

The work is to be performed, completed, and managed at the following locations or remotely from the vendor's facilities at the discretion of the State:

DHS, Office of Workforce Development and Training
5303 South Cedar Street
Lansing, MI 48911

DHS, Office of Workforce Development and Training
Grand Tower
235 S. Grand Avenue
Lansing, MI 48933

Cadillac Place
3040 W. Grand Boulevard
Detroit Michigan 48202

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 individual learners. The State does not compensate for holiday pay.

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

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

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

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

- Work space
- Access to printer, copiers and fax machine
- Training rooms

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

Executive Subject Matter Experts

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

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

Name	Agency/Division	Title	Phone/email
Laura Locker	OWDT	Manager	517-599-8652

State Project Manager- (DTMB and Agency)

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

The 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 deliverable/milestone
- Review and sign-off of timesheets and/or invoices
- Resolve project issues
- Escalate outstanding/high priority issues
- Utilize change control procedures
- Conduct regular and ongoing review of the project to confirm that it meets original objectives and requirements
- Document and archive all important project decisions
- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Jeffrey Beasley	DTMB	Project Manager
Laura Locker	Agency	Project Manager

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

Name	Agency/Division	Title
Jarrod Barron	DTMB	Buyer & Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

State staff from the OWDT will perform system review, system testing, system administration and system support.

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan
Contractor's Preliminary Project Plan is detailed in **Schedule H**.

Orientation Meeting
Within ten (10) calendar days after the Effective Date, the Contractor will 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 Contractor's time and travel to attend the meeting.

Performance Review Meetings
The Contractor will attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for Contractor's time and travel to attend these meetings.

Project Control

1. The Contractor will carry out this project under the direction and control of DTMB and DHS.

2. Within ten (10) calendar days after the Effective Date, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with **Section 1.104** of this SOW, and must include the following:
   The Contractor's project organizational structure.
   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.
   The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
   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 process detailed in **Schedule H**. Contractor will follow the State Unified Information Technology 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, as may be agreed upon by the parties during the project initiation phase.
   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:
      - Staffing tables with names of personnel assigned to Contract tasks.
      - 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 thirty (30) calendar days, updated semi-monthly).
      - Updates must include actual time spent on each task and a revised estimate to complete.
      - 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 the State standards.

1.302 REPORTS

Reporting formats must be submitted to the State's Project Manager for approval within twenty-eight (28) calendar days after the Effective Date. 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's SPOC will furnish the reports below to the State as agreed for the duration of the contract.

- Weekly Project status
- Updated project plan
- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control
- Repair status
- Maintenance Activity

1.400 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 will establish a risk management plan and process for the project, 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-eight (28) calendar days after the Effective Date. 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 it.

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.

Changes to this SOW will require a written Change Notice as described in **Sections 2.2 and 2.3** of the Contract.

The Contractor must also employ change management procedures to handle such things including, but not limited to, "out-of-scope" requests, changing business needs of the State, or utilizing Reserve Bank hours or funding.

1.500 Acceptance

1.501 CRITERIA

Acceptance Criteria is based upon the work agreed upon and the plan(s) developed for the work. See **Section 1.104, Work and Deliverables** for individual project phase Acceptance Criteria. Additionally, the following acceptance criteria apply:

Document Deliverables

- Documents are dated and in electronic format, compatible with State of Michigan software
- Requirements documents are reviewed and updated throughout the development process to assure requirements are delivered in the final product
- Draft documents are not accepted as final deliverables
- The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices
- DTMB and DHS will review documents within a mutually agreed upon timeframe
    a. Approvals will be written and signed by the 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 and/or 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 DTMB Project Manager that the Contractor has met the defined requirements set forth in this Agreement.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment
The project will be paid fixed price, deliverables-based contract on the schedule described in **Cost Table 2**.

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

Reduced Pricing
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 twenty-one (21) calendar days of the reduction taking effect.

Statements of Work and Issuance of Purchase Orders
Unless otherwise agreed by the parties, each Statement of Work will include:

- Background
- Project Objective
- Scope of Work
- Deliverables
- Acceptance Criteria
- Project Control and Reports
- Specific Department Standards

- Payment Schedule
- Project Contacts
- Agency Responsibilities and Assumptions
- Location of Where the Work is to be performed
- Expected Contractor Work Hours and Conditions

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

Invoicing
Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or
DTMB-Accounts-Payable@michigan.gov

Invoices must provide and itemize, as applicable:
- Contract number;
- Purchase Order number;
- Contractor name, address, phone number, and Federal Tax Identification Number;
- 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;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

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

1.602 HOLDBACK

The State shall have the right to hold back an amount equal to percent (20%) of all Implementation and Training amounts invoiced by Contractor for Services/Deliverables as set forth in Schedule G. The amounts held back shall be released to Contractor after the State has granted Final Acceptance.

Schedule E – Functional, Business & Reporting Requirements

The following tables and sections detail the Functional Requirements, Business Requirements, and Reporting Requirements for the System, which identify what the System must do to enable performance of work tasks.

E-1. Functional Requirements

	FUNCTIONAL REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
1	***General System*** The system must:				
1-01 (M)	Allow new fields to be added to the system as needed.	X			Custom fields may be added to meet all client business drivers. It should be noted that adding custom fields may be unnecessary because of the depth offered out of the box
1-02 (M)	Have vendor create customized online and printable reports. The State must be able to control what information appears on the report.	X			Cornerstone utilizes a proprietary reporting engine that is included with the application. In addition to approximately 90 included "canned" reports, the platform also includes a custom reporting tool (Analytics) for the creation of a limitless number of highly specific reports. Lastly, the application includes powerful Dashboards technology to present immediate views into the most complex data.
1-03 (M)	Allow LMS system administrator the ability to produce online and printable reports. The State must be able to control what information appears on the report.	X			All reporting is web-based with the option to prepare printable reports or export reports to .txt, .pdf, HTML, and Microsoft Excel formats.
1-04 (M)	Import data from other sources.	X			Cornerstone has amassed significant experience in integrating the application to client HRIS, ERP, and CRM systems for both ongoing user data and historical data loads. Nightly and real-time feeds are possible to ensure ongoing data integrity and operational support. Most data feeds inbound or outbound are exchanged via Comma Separated Values with a specified column, type and length designation as defined in our Technical Specifications. We also encourage Web Services integration and XML data exchanges as needed. Once the feed process is set up, we schedule a job to automate the retrieval and loading of the customer's data. A log file is also maintained and sent to the customer, which will provide the results of the load.
1-05 (M)	Generate individual learner transcripts.	X			Once logged in, the user is presented with a personalized portal, which includes a customized transcript or learning history. Users can view and print the transcript which includes course history and assessment scores

1-06 (M)	Archive class and individual learner information.	X			Data retention is configurable by client administrators. No data is ever deleted from the system by Cornerstone. All historical data will exist for the lifetime of our partnership. Data can be "archived" and "de-activated" so as to ensure data integrity and accurate metrics in the system.
1-07 (M)	Wait-list individual learners using selected information.	X			Cornerstone includes automated waitlisting functionality. If an employee tries to register for a class that is full, they will be notified that they may join the waitlist. The employee is automatically enrolled and receives an email notification advising him of his position on the waitlist (X of Y). This notification also includes instructions on how to request a waitlist exception directly from the session's scheduler.
1-08 (M)	Provide a web-based learning management system with access for all users.	X			The Cornerstone application is entirely web-based. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery. There are no hardware requirements, no software maintenance, and no network administration required by the client. The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser.
1-09 (M)	Provide a web-based learning management system with access for all users to the training catalog and training plan.	X			The Cornerstone system allows for the management of one master catalog and any number of sub-catalogs for specific audiences. The learning catalog can contain any type of learning resource—including online classes, instructor-led training events, virtual classroom activities, curricula, tests, and materials (documents, videos, audio, postings, etc.). End users access this wealth of possible learning activities through search options and display training on their personalized calendar and in an ongoing learning history (transcript). Administrators control access and options from a unified catalog. Clients can deploy completely personalized training catalogs to individuals who meet the correct criteria (experience and/or pending assessment scores) or for any organizational unit. The search area of Cornerstone enables users several options to search the learning catalog including basic Search, Browse for Training, and Advanced Search.
1-10 (M)	Provide the capacity to interface with other web based systems.	X			Cornerstone's open-system architecture allows easy integration with other databases. Our data integration consultants will assist your team in determining the best method of integration to meet your business objectives. Our application does not require integration with any specific ERP or version. The requirement is that the customer is able to provide data based on our data specifications. As part of each and every system integration, Cornerstone's Services group works with clients to map the appropriate data from the originating system into Cornerstone.
1-11 (M)	Launch, deliver, manage, track, and evaluate training activities online.	X			The system provides full activity tracking for the learner, the manager and the administrator.
1-12 (M)	Ability to add, remove and modify employers and assign every individual learner to an employer.	X			Clients are able to define your own organizational taxonomies and hierarchical structures within Cornerstone. This key differentiator in Cornerstone is

					termed “Organizational Units”. Similar to "Domains" in other applications, but far more flexible and powerful. Organizational Units (OU’s) are distinct containers to capture, store, categorize, & publish information. They can govern the User Interface (branding, look & feel), functionality, workflows and processes, and forms and learning objects. For example, clients can create high-level OU’s for Company Divisions, Positions, Cost Centers, Grades, Locations, Matrixed Organizational Groups, and specifically defined groups of Employees.
1-13 (M)	Track training history and plans for individual learner’s and groups.	X			Once logged in, the user is presented with a personalized portal, which includes a customized transcript or learning history.
1-14 (M)	Manage individual learners on class wait-lists.	X			Cornerstone includes automated waitlisting functionality, which can be auto-managed by system, manipulated by the admin/instructor or set as first come first serve when the waitlist is opened. A user who tries to register for a full session, can request to be put on the waitlist. From their personal homepage, learners can access their waitlist widget. From here, the user can view the date requested and the position in which the learner is on the waitlist. The learner also has the ability to remove themselves from the waitlist.
1-15 (M)	Track results from third-party online training activities.	X			The learner may elect to track informal, adhoc (or on the job) as well as external training to their transcript. Once entered onto the transcript this information becomes searchable and reportable for analytical reporting. Managerial approval is required before an item will be added to the user's transcript.
1-16 (M)	Limit access to all information based on security access.	X			Cornerstone is entirely rights and roles-driven. The application features hundreds of security permissions, related to the thousands of features, which can be configured to roles or individual users. These permissions are all stored as part of the user’s information. Users are granted “availability” and can only see what they have been given permission to see. As such, their view to data in the system is constrained by their specific availability rights.
1-17 (M)	Be SCORM compliant.	X			Cornerstone provides full support for the AICC 3.5 API Data Model and SCORM 1.2 & 2004 Content Packaging specifications.
1-18 (M)	removed				
1-19 (M)	Assign a due date to an individual learner or user group to complete a training activity.	X			Administrators can set due dates as required.
1-20 (M)	Create and deliver training evaluations and individual learner assessments.	X			Cornerstone supports the first three levels of the Kirkpatrick Evaluation Model. The evaluation tools include separate evaluations to measure the participant’s reaction, amount of knowledge gained, and on-the-job knowledge transfer. The second and third level evaluations are course-specific and have the option to be taken before the training is received in order to establish a basis for comparison.
1-21	Allow training activities to	X			Standard system functionality.

(M)	be recorded for an individual learner by their employer.				
1-22 (M)	Have a single repository for all training information.	X			The Cornerstone solution can serve as the repository for your custom content whether it is created with our solution or created with another tool. If you create AICC or SCORM compliant content with another tool, it can be deployed/uploaded/published to the Cornerstone catalog specific to your users or subset of your users as set by your administrators. To connect Cornerstone to the SCORM compliant content you've created, you simply browse to the location of your content from the Cornerstone user interface, upload and save. When a course is uploaded, the Cornerstone solution will automatically detect and display any errors that occur during the upload process. Once the upload process completes, you can launch the course to test the functionality and tracking before making it available to the appropriate users.
1-23 (M)	Launch third party web-based sites.	X			Standard system functionality.
1-24 (M)	Track and report time spent on e-learning classes and testing.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
1-25 (M)	Automatically pre-fill fields based on specified criteria.	X			Standard system functionality.
1-26 (M)	Maintain employment history by individual learner. (dates, employer)	X			Standard system functionality.

E-2. Business Requirements

	BUSINESS REQUIREMENTS	YES	YES WITH MOD	NO	COMMENTS
1	The system must provide the following abilities for the management of individual learner information:				
1. (M)	Provide the individual learner the ability to view his/her training activity information and manage his/her course registrations.	X			Cornerstone's user transcript automatically updates training status based upon the action taken (i.e. user registers for training, enrolls in training, completes training).
1.1 (M)	Provide the individual learner the ability to electronically register, or cancel a registration, for one or more training activities.	X			Employees can self-register and cancel for training with a simple click. If managerial approval (or multiple layers of approval) is required, Cornerstone can track these workflows. Managers and administrators can cancel a learner's registration as well.
1.2 (M)	Provide the individual learner, supervisor, or training coordinator the ability to view his/her training plan.	X			The Cornerstone manager view, "MyTeam" gives every manager a streamlined and highly graphical view into their employees' learning and talent management activities, including development activities, daily action items, performance assessments, goals and objectives, succession plans, and analytics. In short, MyTeam gives managers a single point of access from which to direct all phases of the employee development and performance lifecycle. Managers can assign training accordingly.
1.3 (M)	Provide any authorized individual the ability to inquire, view, download, and print a record of an individual's training history by selecting information, including but not limited to, status (completed, pending, cancelled and wait- listed), date or date range, trainer, name, class location.	X			Once logged in, the user is presented with a personalized portal, which includes a customized transcript or learning history. Users can view and print the transcript which includes course history and assessment scores
1.4 (M)	Provide any authorized individual the ability to modify individual learner's training history information.	X			Cornerstone provides full learning activity tracking through the user's personalized learning transcript. These records can be updated and edit by the user.
1.5 (M)	Provide any authorized individual the ability to measure, record,	X			Standard system functionality.

	maintain, monitor, and report training activity status at an individual learner level.				
1.6 (M)	Provide any authorized individual the ability to view, download, and print a transcript of an individual learner's training activity status (pass, fail, or incomplete.	X			Users can view and print the transcript which includes course history and assessment scores
1.7 (M)	Provide any authorized individual the ability to view any course or class information for an individual learner.	X			Supported via MyTeam.
1.8 (M)	Provide any authorized individual the ability to find individual learners using Individual Learner, Class, Course, and Registration information.	X			Standard system functionality.
1.9 (M)	Provide any authorized individual the ability to save individual learner reports, training plans, training history, and transcript information to a file (PDF).	X			Supported via Cornerstone's Reporting Engine and Analytics module.
1.10 (M)	Provide any authorized individual the ability to create an email notification to send to the individual learner, supervisor, and training coordinator regarding a required training activity (pre-defined to the start of the class).	X			Cornerstone administration is supported through automatic e-mail notification. With over 100 event-based triggers, this tool sends e-mail confirmations, notifications, reminders and promotional e-mails based upon specified action triggers. Email tags can be included in email templates that allow you to automatically substitute specific information, such as the User's name, the Approver's name, the Price of the training, the Date of the Request was made, etc., in any new email created. Emails can be set up to go out to specific users as well as users in specific roles, such as training approvers, cost center approvers or the employee's manager.
1.11 (M)	Provide any authorized individual the ability to update individual learner's e-mail calendars to reflect when training activities are registered or canceled.	X			Cornerstone administration is supported through automatic e-mail notification. The emails are sent through the company's email system, such as Outlook or Lotus Notes. In addition, client administrators can create Emails which include attachments that automatically import Session Event dates onto the user's Email calendar. These attachments are in the vCalendar format which will automatically add a meeting to that user's Outlook or Lotus Notes calendar when the attachment is opened and saved.
1.12 (M)	Provide any authorized individual the ability to send auto-generated emails to individual learners based on	X			Supported via Cornerstone's automatic email notification tools.

	Individual Learner, Class, Course, and Registration data.				
1.13 (M)	Provide any authorized individual the ability to send manual emails to individual learners based on Individual Learner, Class, Course, and Registration data.	X			Supported via Cornerstone's automatic email notification tools.
1.14 (M)	Provide any authorized individual the ability to create and store a variety of emails for individual learners.	X			Supported via Cornerstone's automatic email notification tools.
2. (M)	The system must provide the ability for authorized individuals to design, plan, measure, record, maintain, monitor, and report training at a course or training plan level.	X			The system provides full learning activity tracking and all data is reportable in real time.
2.1 (M)	Provide any authorized individual the ability to create, delete, and edit course information.	X			Standard system functionality.
2.2 (M)	Provide any authorized individual the ability to associate course information with training plans.	X			Learners can view individual learning plans directly from the system home page. Learner plans can be created based on role, position, location or Organizational Unit. The learner plan can contain any training type within a blended curriculum.
2.3 (M)	Provide any authorized individual the ability to assign pre-requisites to courses.	X			Administrators can assign prerequisites, pre-work and post-work to training courses. As learners request and register for training, Cornerstone automatically checks the learner's transcript for designated prerequisites to ensure that learners have met the appropriate requirements for attending or taking a training course. Those learners who have not met the proper prerequisites will not be able to register for a training course, but can submit an exception request to their manager in order to waive the prerequisite requirements.
2.4 (M)	Provide any authorized individual the ability to create courses without pre-filled information or by duplicating information from other courses or classes.	X			Standard system functionality.
2.5 (M)	Provide any authorized individual the ability to associate job function information with courses.	X			Standard system functionality.
2.6 (M)	Provide any authorized individual the ability to schedule classes on a trainer's calendar (using	X			Cornerstone has amassed significant experience in integrating the application to client HRIS, ERP, and CRM systems for both ongoing user data and historical data loads. Nightly and real-time feeds are possible to

	the email software used by the state of Michigan).				ensure ongoing data integrity and operational support.
2.7 (M)	The system must provide the ability to send an email, based on pre-determined time- frames, to appropriate individuals (individual learner, supervisor, training coordinator) containing updated status information for individual learners for training activities at course level.	X			Cornerstone supports course completion deadlines. Automatic reminder/warning emails can be triggered at predetermined dates (30 days, 15 days, 5 days, etc) prior to the training expiration date
2.8 (M)	Provide any authorized individual the ability to create and store a variety of emails based on course level information.	X			Supported via Cornerstone's automatic email notification tools.
3. (M)	The system must provide the ability for authorized individuals to design, plan, measure, record, maintain, monitor, and report training at a class level.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
3.1 (M)	Provide the ability for authorized individuals to assign pre-requisites to classes.	X			Administrators can assign prerequisites, pre-work and post-work to training courses. As learners request and register for training, Cornerstone automatically checks the learner's transcript for designated prerequisites to ensure that learners have met the appropriate requirements for attending or taking a training course. Those learners who have not met the proper prerequisites will not be able to register for a training course, but can submit an exception request to their manager in order to waive the prerequisite requirements.
3.2 (M)	Provide the ability for authorized individuals to limit enrollment due to eligibility based on individual learner's information.	X			Administrators can set minimum and maximum registration guidelines when creating sessions. Enrollment restrictions can be set by organizational units, allowing administrators to limit the number of users from each OU that can register for the course.
3.3 (M)	Provide any authorized individual the ability to create courses without pre-filled information or by duplicating information from other courses or classes.	X			Standard system functionality.
3.4 (M)	Provide the ability for authorized individuals to create, delete, and edit class information.	X			Standard system functionality.
3.5 (M)	Provide the ability for authorized individuals to associate class information with courses.	X			Standard system functionality.

3.6 (M)	Provide the ability for authorized individuals to view the total number of individual learners for a class using selected data from Individual Learner, Class, Course and Registration information.	X			Cornerstone provides instructors with a class and roster management system that enables administrators and instructors to view instructor requests for various training sessions, manage training rosters, manage instructor and vendor profiles, and more. Every Instructor is provided with a personal training calendar with all training sessions listed. Training sessions are color coded to indicate Tentative, Confirmed and Completed sessions, allowing instructors an "at-a-glance" view of their session schedule. Provided in monthly, weekly and daily format, instructors can filter their session schedule easily by simply selecting a month and a year using drop-down menus. Further, Instructors can easily manage session rosters by individual, or for an entire session. Instructors can mark an entire session complete, including all session attendees in two clicks, which automatically updates the session status within each attendee's personal learning transcript. By eliminating the administrative chore of managing individual attendees within a roster, instructors are free to focus on creating and delivering training content and training sessions. Instructors can access course rosters and generate printable rosters and sign-in sheets for each training course.
3.7 (M)	Provide the ability for authorized individuals to retrieve information on individual classes using selected data Individual Learner, Class, Course, and Registration information.	X			Standard system functionality.
3.8 (O)	Provide the ability for authorized individuals to locate and schedule available training rooms based on date, time, seating capacity.	X			Supplementing the ILT Administration module is an integrated facilities management system. Employees granted rights to post events have the ability to request facilities and associated equipment during the scheduling of a new event. An office manager for each location can be automatically notified, via email, of facility and equipment requests for their location. Cornerstone enables instructors and administrators to manage resources and equipment for geographic locations, buildings, and rooms. This feature tracks reusable and non-reusable resources such as computer assets, classroom and lab PC configurations and much more. Cornerstone's automated conflict detection capabilities identify conflicts at the time of scheduling based on the location, event time and day, enabling instructors to immediately remedy scheduling issues.
3.9 (M)	Provide any authorized individual the ability to modify the schedule classes on a trainer's calendar (using the email software used by the state of Michigan).	X			Standard system functionality.
3.1	Provide any authorized individual the ability to	X			Client administrators can configure certificates to match

(M)	print a certificate of completion upon successful completion of a class.				desired preferences and Certificates can be linked to any training type. After completion, a learner can view and print certificates of completion from their transcript.
3.11 (M)	Provide any authorized individual the ability to send an email to appropriate individuals (individual learner, supervisor, training coordinator) containing updated status information for individual learners for training activities at class level.	X			Supported via Cornerstone's automatic email notification tools.
3.12 (M)	Provide any authorized individual the ability to override the automatic sending of an email.	X			Standard system functionality.
3.13 (M)	The system must provide the ability to add attachments to the email.	X			Notifications may contain attachments as required.
3.14 (M)	Provide any authorized individual the ability to create and store a variety of emails for class level.	X			Supported via Cornerstone's automatic email notification tools.
3.15 (M)	The system must provide the ability to limit by individual, course, or class information.	X			Supported via organizational units functionality.
4. (M)	The system must provide the following abilities for the management of registration information.				
4.1 (M)	Provide any authorized individual the ability to register or cancel a registration for all training activities.	X			Cornerstone supports multiple methods to "push" learning objects to multiple groups or audiences. One method is the Proxy or Batch Enrollment. This function is used to assign any type of Learning Object to any group of named learners or group based on their Organizational Unit (OU's)– Divisions, Positions, Cost Centers, Grades, Locations, Matrixes Organizational Groups, and specifically predefined groups of Employees. Proxy enrollment can support a one-time learning object assignment or recurring/dynamic behavior. This results in fewer administrative tasks to manage. Whereby, each night the system looks for new learners that match defined criteria (new employees, transitions, or new responsibilities assigned) and assigns them the Learning activity. Learners can be immediately notified via email of the assignment.
4.2 (M)	Provide any authorized individual the ability to electronically register for a waiting list for a training activity.	X			Cornerstone includes automated waitlisting functionality. If an employee tries to register for a class that is full, they will be notified that they may join the waitlist. The employee is automatically enrolled and receives an email notification advising him of his

					position on the waitlist (X of Y). This notification also includes instructions on how to request a waitlist exception directly from the session's scheduler.
4.3 (M)	Provide the ability to an individual learner, supervisor, or training coordinator to inquire on the status of their existing registrations.	X			Standard system functionality.
4.4 (M)	Provide any authorized individual the ability to assign pre-requisites to classes.	X			Administrators can assign prerequisites, pre-work and post-work to training courses. As learners request and register for training, Cornerstone automatically checks the learner's transcript for designated prerequisites to ensure that learners have met the appropriate requirements for attending or taking a training course.
4.5 (M)	Provide any authorized individual the ability to transfer an individual learner to another class.	X			Standard system functionality.
4.6 (M)	Provide any authorized individual the ability to register an individual and to over-ride pre-requisites.	X			Those learners who have not met the proper prerequisites will not be able to register for a training course, but can submit an exception request to their manager in order to waive the prerequisite requirements.
4.7 (M)	Provide any authorized individual the ability to enter information on an individual learner for training activities not offered on the LMS system.	X			Standard system functionality.
4.8 (M)	The system must provide the ability to manage individual learners on wait lists by allowing them to be automatically or manually enrolled based on their training plan.	X			Cornerstone includes automated waitlisting functionality, which can be auto-managed by system, manipulated by the admin/instructor or set as first come first serve when the waitlist is opened. A user who tries to register for a full session, can request to be put on the waitlist. From their personal homepage, learners can access their waitlist widget. From here, the user can view the date requested and the position in which the learner is on the waitlist. The learner also has the ability to remove themselves from the waitlist.
4.9 (M)	The system must provide the ability to auto enroll individual learners based on individual, class, and course.	X			The system supports proxy or batch enrollment by any organizational unit – division, business unit, physical location, job position, pay grade, etc. The Managers simply selects the Organizational Unit(s) and/or individual employees who are required to take specific training and assigns the training. Individual Learners are immediately notified of the new training requirement via email, if desired.
4.10 (M)	Provide any authorized individual the ability to be turn auto-enrollment on and off per individual, class, and course.	X			Standard system functionality.
4.11 (M)	The system must provide the ability to automatically schedule a location for a	X			Supplementing the ILT Administration module is an integrated facilities management system. Employees granted rights to post events have the ability to request

	training class using pre-selected information or manual entry.				facilities and associated equipment during the scheduling of a new event. Cornerstone enables instructors and administrators to manage resources and equipment for geographic locations, buildings, and rooms. This feature tracks reusable and non-reusable resources such as computer assets, classroom and lab PC configurations and much more.
4.12 (M)	Provide any authorized individual the ability to cancel the registration for an individual learner and send an email (generated or manual) to the individual learner, supervisor, and training coordinator containing the notice of cancellation.	X			Cornerstone supports automated training cancellation and withdrawal. Each of these settings is configurable and allows administrators to set withdrawal and cancellation restrictions. Automatic email notifications can be sent when a course is cancelled, a session schedule has changed, or when an employee withdraws from a training course. Withdrawal limitations can also be set by the administrator or instructor to penalize students who withdraw after a certain date.
5. (M)	The system must provide the following reporting abilities.				
5.1 (M)	Produce a report of course completion time frames based on the individual learner's job appointment date.	X			Cornerstone utilizes a proprietary reporting engine that is included with the application. In addition to over 80 included "canned" reports, the platform also includes a custom reporting tool (Analytics) for the creation of a limitless number of highly specific reports. Lastly, the application includes powerful Dashboards technology to present immediate views into the most complex data. All reports (including the canned reports) have configurable data fields such as date range, user criteria, etc. Reports can be scheduled by administrators, meaning that reports can be set to automatically generate themselves on a regular basis. Reports can be generated and sorted by division, level, location, user, cost center or any combination thereof. All reporting is web-based with the option to prepare printable reports or export reports to various formats including Microsoft Excel.
5.2 (M)	Report totals of individual learners' registration status: completed, pended, wait-listed, or canceled.	X			Cornerstone includes a custom report builder (Analytics), allowing administrators to develop new reports from all available data points and subsequently applying filters and conditions to present the precise view of the training data desired. Cornerstone includes the ability to define and schedule the running of ad hoc reports from any data element within the application module.
5.3 (M)	View the total number of individual learners for a course using selected data from Individual Learners, Class, Course, and Registration information.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
5.4 (M)	Retrieve information on individual courses using selected data from Individual Learners, Class, Course, and	X			Supported via Cornerstone's Reporting Engine and Analytics module.

	Registration information.				
5.5 (M)	View any combination of active-upcoming, active-past or historic classes.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
5.6 (M)	Report totals of individual learner's registration status from completed, pended, and canceled courses for a job function.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
5.7 (M)	View totals of individual learners per job function.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
6. (M)	The system must provide the following abilities for the management of electronically-presented training and testing.				
6.1 (M)	The system must provide the ability to manage (design, plan, present, measure, record, maintain, monitor, store and report) electronic training materials, tests and evaluations and record results of electronically-presented training and testing.	X			Cornerstone supports a wide range of learning activities and provides real-time tracking through the user's personalized learning transcript. Out-of-the-box training types include: E-learning classes Instructor-led training (ILT) sessions; Virtual classroom training; Posted documents, white papers, and online resources; Externally completed training; Custom tests and assessments; and Training curricula to support blended learning initiatives.
6.2 (M)	The system must provide the ability to create, upload, and import pre- and post-test data per course, class, or individual learner.	X			Cornerstone's testing engine provides administrators with the ability to develop, assign, and track rigorous and interactive tests and assessments in-house. Pre and post-course tests, prerequisite assessments and certification programs can be developed using the testing engine.
6.3 (M)	The system must provide the ability to record and report data for any training activity.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
6.4 (M)	The system must provide the ability to Bookmark an e-learning class and return to bookmarked location.	X			Essentially, any SCORM-compliant content provider (or providers with AICC and SCORM tagged meta-data files) can be tracked in Cornerstone and offers bookmarking, progress tracking, the recording of testing scores embedded in the content, and other rich data tracking. Cornerstone also works with non-standards compliant content providers to provide basic tracking functionality.

6.5 (M)	The system must provide the ability to create, upload, and import class evaluations at the 1st, 2nd, and 3rd level of evaluation criteria.	X			Cornerstone supports the first three levels of the Kirkpatrick Evaluation Model. The evaluation tools include separate evaluations to measure the participant's reaction, amount of knowledge gained, and on-the-job knowledge transfer. The second and third level evaluations are course-specific and have the option to be taken before the training is received in order to establish a basis for comparison.
7. (M)	The system must provide the following general abilities.				
7.1 (M)	Provide LMS access to all users by employing a web-based architecture and role-based security.	X			The Cornerstone application is entirely web-based. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery. There are no hardware requirements, no software maintenance, and no network administration required by the client. The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser. The application is entirely rights and roles-driven. The application features hundreds of security permissions, related to the thousands of features, which can be configured to roles or individual users. These permissions are all stored as part of the user's information. Cornerstone provides a richly configurable rights and permissions system to fine tune access to different functional elements of the system across different organizational units. Limitless types of administrators can be set up to handle different administrative tasks. Almost every functional area of Cornerstone, down to very specific sub-functions, can be turned on or off for any given organizational unit. Cornerstone rights and permissions system, in tandem with the Organizational Units approach, means that your organization can develop virtually any type of role.
7.2 (M)	Provide the ability to uniquely identify and verify the identity of all users using selected data from the Individual Learner Information List.	X			Each learner has a unique username and login as well as unique user identifiers.
7.3 (M)	Provide the ability to customize and maintain data tables, data fields, and report logic.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
7.4 (M)	Provide the ability to archive all LMS data (no time limit).	X			Data retention is completely configurable by client administrators. No data is ever deleted from the system by Cornerstone. All historical data will exist for as long as State of MI requires. Data can be "archived" and "de-activated" so as to ensure data integrity & accurate metrics in the system.

7.5 (M)	Provide the ability to Import data into the LMS, and export data from the LMS, using state of MI accepted file standards (examples: Word docs, Excel spreadsheets, jpg or png image files)	X			Cornerstone has amassed significant experience in integrating the application to client HRIS, ERP, and CRM systems for both ongoing user data and historical data loads. Nightly and real-time feeds are possible to ensure ongoing data integrity and operational support. Most data feeds inbound or outbound are exchanged via Comma Separated Values with a specified column, type and length designation as defined in our Technical Specifications. We also encourage Web Services integration and XML data exchanges as needed. Once the feed process is set up, we schedule a job to automate the retrieval and loading of the customer's data. A log file is also maintained and sent to the customer, which will provide the results of the load. To transfer data to or from your system, Cornerstone uses Secure FTP (sFTP), ConnectDirect and other solutions. For added security, Cornerstone supports PGP encryption of your data files. Cornerstone's team also has extensive experience utilizing web services to transmit data to and from multiple database environments. Our data integration consultants will assist your team in determining the best method of integration to meet your business objectives.
7.6 (M)	Provide a training and testing LMS system environment and data in addition to the production LMS.	X			Cornerstone is multi-tenant-efficient, offering a load balanced farm of identical instances. Each client has its own independent database for the live, pilot and stage portals and has full database segregation.
7.7 (M)	Provide reports in “real time” that are printable and downloadable to acceptable file standards.	X			All reporting is web-based with the option to prepare printable reports or export reports to .txt, .pdf, HTML, and Microsoft Excel formats. All data is available for reporting in real-time.
7.8 (M)	Provide the ability to create pre-defined reports whose logic can be maintained and updated by the LMS System Administrators.	X			Cornerstone utilizes a proprietary reporting engine that is included with the application. In addition to approximately 90 included “canned” reports.
7.9 (M)	Provide the ability to access and update the LMS 24 hours a day, 7 days a week, 365 days a year.	X			The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser.

7.10 (M)	Provide the ability to support 25,000 current users and have the capacity to support a growing number of users.	X			Cornerstone is a multi-tenant, multi-user, on-demand application offering true Software-as-a-Service (SaaS) delivery. All clients operate from their own databases and scalability is simply a matter of ramping up server capacity at our hosting solution. The application is designed to scale horizontally. So, as additional server equipment is added, the application capacity logarithmically scales to fill the available hardware. Cornerstone's current clients range from small companies with 50 employees to large enterprises with deployments of over 700,000 users. Currently, Cornerstone provides services to over 12 million active users per year with a scalable configuration that is virtually unlimited.
7.11 (M)	Provide the ability to upload and store a document to the individual learner's records.	X			The following file types can be uploaded into the application: .jpg, .jpe, .jpeg/ image, .gif/image, .png/ image, .bmp/ image, .txt/ text plain, .docx/ word document, .dotx/ word document, .doc/ word document, .dot/ application/ms-word, .xlsx/ excel, .xls/ excel, .pptx/ powerpoint, .ppt/ powerpoint, .ppsx/ powerpoint, .pps/ application/vnd.ms-powerpoint, .pdf/ application, .vsd/ application, .wma/ audio/x-ms-wma, .mp3/ audio/mpeg, .wav/ audio, .mid/ audio/midi, .html/ text/htm, .htm/ text/html, .swf/ application/shockwave-flash, .avi/ video, .mpeg/ video, .mpg/ video, .wmv/ video, .m4v/ audio, .m4a/ audio, .flv/ video, .png/ graphic, .arf/ webex recording, .mpp/ ms project, .rtf/ rich text format, .msg/ outlook mail message, .rm/ application/vnd.rn-realmedia
7.12 (M)	Provide any authorized individual the ability to review staff's required online training status and progress.	X			Standard system functionality.
7.13 (M)	Provide a mobile application for use on mobile devices.	X			The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser. Additionally, the Cornerstone platform can be accessed on mobile devices such as the iPhone, iPad, Blackberry, Windows and Android smartphones and tablets. Cornerstone Mobile provides real-time access to the information and training your organization needs, when and where they need it. They can find all of the necessary information about their co-workers, their skills, knowledge, team, expertise, and can watch just-in-time training videos— on the go.
7.14 (M)	Provide trainers with the ability to document their evaluations of the individual learner's progress in any of the classes.	X			Standard system functionality.

7.15 (M)	Provide any authorized individual the ability to create ad hoc reports from any data stored in the system based on security access.	X			Cornerstone includes a custom report builder (Analytics), allowing administrators to develop new reports from all available data points and subsequently applying filters and conditions to present the precise view of the training data desired. Cornerstone includes the ability to define and schedule the running of ad hoc reports from any data element within the application module.
7.16 (M)	Provide any authorized individual the ability to Email and print any document from the system.	X			Standard system functionality.
8. (M)	Provide the ability to meet following requirements for integration of LMS data to the Data Warehouse (DW). All requirements will be in force regardless of whether the system is vendor or state hosted, except where noted.	X			Cornerstone has amassed significant experience in integrating the application to client HRIS, ERP, and CRM systems for both ongoing user data and historical data loads. Nightly and real-time feeds are possible to ensure ongoing data integrity and operational support. Most data feeds inbound or outbound are exchanged via Comma Separated Values with a specified column, type and length designation as defined in our Technical Specifications. We also encourage Web Services integration and XML data exchanges as needed. Once the feed process is set up, we schedule a job to automate the retrieval and loading of the customer's data. A log file is also maintained and sent to the customer, which will provide the results of the load.
8.1 (M)	Data must be delivered on a change-data-capture (CDC) basis. Nightly full extracts will not be permitted.	X			Real-time feeds are available to ensure data integrity.
8.2 (M)	CDC must be configured to capture one-to-many days in a single capture file. This will ensure that in the case of outages or issues a single catch-up file spanning multiple days may be run, as opposed to sending multiple files, one per missed day.	X			Supported. Please see attached Integration Services documentation.
8.3 (M)	CDC must reflect ALL additions, changes, and deletions. Any records physically deleted from the LMS MUST be reported in the CDC so they can be accurately reflected in the DW. It is not permissible to delete records in the LMS without reporting them in the CDC.	X			Supported. Please see attached Integration Services documentation.

8.4 (M)	In the event of State Of Michigan hosting, CDC requirements for all additions, changes, deleted must be met directly through the DB data model rather than through CDC files. In other words, the LMS DB data model itself must then provide for identification of all adds / changes / deletions so that the appropriate data can be extracted on a CDC basis directly.	X			Supported. Please see attached Integration Services documentation.
8.5 (M)	The State Of Michigan's Data Exchange Gateway (DEG) must be used for the transmission of the CDC file. Connectivity options include HTTPS, SSL FTP, SFTP and PPP dial up. FTP is not allowed across the internet for sensitive data. SCP does not work with the Data Exchange Gateway. See Schedule F-2 for a guide containing further information.	X			Supported. Please see attached Integration Services documentation.
8.6 (M)	In the event of State Of Michigan hosting, DEG requirement is waived in favor of direct DB access.	X			Supported. Please see attached Integration Services documentation.
8.7 (M)	Vendor must agree to an SLA for delivery of file on a recurring schedule as agreed to with the State Of Michigan in order to ensure effective scheduling of DW batch jobs to manage the data.	X			Supported. Please see attached Integration Services documentation.
8.8 (M)	Vendor must supply a full data dictionary and a full data model as input to the State Of Michigan's DW team's data modeling and requirements efforts.	X			Supported. Please see attached Integration Services documentation.

8.9 (M)	Vendor must supply one or more key points of contact for the DW team to resolve LMS data model issues identified during development of the DW.	X			Supported. Please see attached Integration Services documentation.
8.10 (M)	Vendor must acknowledge and resolve data model change recommendations from the DW team in order to resolve data cleanliness, completeness, or quality issues identified by the DW team.	X			Supported. Please see attached Integration Services documentation.
8.11 (M)	Vendor must have a defined SLA for recognition and planned resolution of data model change recommendations.	X			Please see attachment, Cornerstone SLA.
8.12 (M)	In the event of State Of Michigan hosting, the LMS vendor must also agree to acknowledge and resolve data model change recommendations made to improve performance of the LMS DB in order to support direct DB access.	X			Supported. Please see attached Integration Services documentation.
8.13 (M)	Vendor must acknowledge and resolve data issues as found in the LMS data through use of the DW.	X			Supported. Please see attached Integration Services documentation.
8.14 (M)	Vendor must have a defined SLA for recognition and planned resolution of data issue notifications.	X			Supported. Please see attached Integration Services documentation.
8.15 (M)	Vendor must have a defined notification process for data model changes, data definition changes, CDC file delays, and other such changes as may impact the delivery of LMS data and the usefulness of that data.	X			Supported. Please see attached Integration Services documentation.
9.	The system must provide the following Individual Learner information.				
9.1	Individual Learner's Name	X			Standard system field.

9.2	Individual Learner's ID – a unique identifier that does not change over time	X			Standard system field.
9.3	Individual Learner's Email Address	X			Standard system field.
9.4	Individual Learner Work Address	X			Standard system field.
9.5	Individual Learner's Work Phone Number – area code, 7 digit number, extension number	X			Standard system field.
9.6	Individual Learner's Alternate Phone Number – area code, 7 digit number, extension number	X			Standard system field.
9.7	Individual Learner's Work Fax Number – area code, 7 digit number	X			Standard system field.
9.8	Individual Learner's Supervisor Name	X			Standard system field.
9.9	Individual Learner's Supervisor Email Address	X			Standard system field.
9.10	Individual Learner's Supervisor Work Phone Number – area code, 7 digit number, extension number	X			Standard system field.
9.11	Individual Learner's Supervisor Alternate Phone Number – area code, 7 digit number, extension number	X			Standard system field.
9.12	Individual Learner's Supervisor Work Fax Number – area code, 7 digit number	X			Standard system field.
9.13	Mentor Name	X			Standard system field.
9.14	Mentor Email Address	X			Standard system field.
9.15	Gender Indicator	X			Standard system field.
9.16	Race Indicator	X			Standard system field.

9.17	Handicap Indicator	X			Standard system field.
9.18	Job Appointment Date – mm/dd/yyyy that individual learner began current employment position	X			Standard system field.
9.19	Job Function– identification of one or more current job assignments. (a required training plan is associated with job assignment)	X			Standard system field.
9.20	Employer Type– drop down selection	X			Standard system field.
9.21	Employer Name	X			Standard system field.
9.22	Current Employment Status – active, separation, termination, leave of absence	X			Standard system field.
9.23	Current Employment Status Date – date status was last entered/changed	X			Standard system field.
9.24	Exempt from Approvals Indicator	X			Standard system field.
9.25	Approver Name	X			Standard system field.
9.26	Approver Email Address	X			Standard system field.
9.27	Education	X			Standard system field.
9.28	Highest Level of Education Completed	X			Standard system field.
9.29	Post-Graduate Degree Obtained	X			Standard system field.
10.	The system must provide the following Registration information.				
10.1	Registrations	X			Standard system field.
10.2	Actual Days Attended	X			Standard system field.
10.3	Registration Status	X			Standard system field.

10.4	Job Function	X			Standard system field.
10.5	Status Group	X			Standard system field.
10.6	Fields for 8 or more Scores	X			Standard system field.
10.7	Has a Note Section	X			Standard system field.
10.8	Waitlist Position	X			Standard system field.
10.9	Status Date	X			Standard system field.
10.10	Status Time	X			Standard system field.
10.11	Status Group Date	X			Standard system field.
10.12	Registration Number	X			Standard system field.
10.13	Online Maximum Score	X			Standard system field.
10.14	Online Raw Score	X			Standard system field.
10.15	Online Total Time	X			Standard system field.
10.16	Online Last Time	X			Standard system field.
10.17	Online Total Attempts	X			Standard system field.
10.18	Online Current Attempts	X			Standard system field.
10.19	Online Number of Browses	X			Standard system field.
10.20	Online Ending Status	X			Standard system field.
10.21	Online First Attempt	X			Standard system field.
10.22	Online Last Attempt	X			Standard system field.
10.23	Date Imported	X			Standard system field.
11.	The system must provide the following Course information.				
11.1	Course ID or Code	X			Standard system field.
11.2	Course Name	X			Standard system field.

11.3	Course Description	X			Standard system field.
11.4	Course Pre-requisites	X			Standard system field.
11.5	Course Training Unit – example: BCAL, CWTI, OCS, PD, OTSD	X			Standard system field.
11.6	Course Category	X			Standard system field.
11.7	Course Start Date	X			Standard system field.
11.8	Course End Date	X			Standard system field.
11.9	Course Registration End Date i.e., last day to register.	X			Standard system field.
11.10	Course Number of Sessions	X			Standard system field.
11.11	Course Start Time (EST)	X			Standard system field.
11.12	Course End Time (EST)	X			Standard system field.
11.13	Course Class Hours per day	X			Standard system field.
11.14	Course Minimum Capacity	X			Standard system field.
11.15	Course Maximum Capacity	X			Standard system field.
11.16	Course Consecutive Day Indicator - Y/N	X			Standard system field.
11.17	Course Class Start Date – allow multiple dates for non-consecutive training days	X			Standard system field.
11.18	Course Class End Date - – allow multiple dates for non-consecutive training days	X			Standard system field.
11.19	Course Total Training Hours	X			Standard system field.
11.20	Course Number of Days	X			Standard system field.
11.21	Course Last Day to Cancel Registration	X			Standard system field.

11.22	Course Trainer Information – allow multiples	X			Standard system field.
11.23	Course Trainer Name	X			Standard system field.
11.24	Course Trainer Work Phone Number – area code, 7 digit number, extension number	X			Standard system field.
11.25	Course Trainer Work Fax Number – area code, 7 digit number	X			Standard system field.
11.26	Course Trainer Other Information	X			Standard system field.
11.27	Course Trainer Type	X			Standard system field.
11.28	Course Training Site Name	X			Standard system field.
11.29	Course Contact Name	X			Standard system field.
11.30	Course Contact Phone Number	X			Standard system field.
11.31	Course Training Site Address, including room number	X			Standard system field.
11.32	Course Give Credit for Completed Content	X			Standard system field.
11.33	Course Limit to X Prior Months	X			Standard system field.
11.34	Course Mastery Type	X			Standard system field.
11.35	Course Required Percent	X			Standard system field.
11.36	Course Create Date	X			Standard system field.
11.37	Course Date Last Changes Made	X			Standard system field.
11.38	Course Updated By ID	X			Standard system field.
11.39	Course Self Registration Optional	X			Standard system field.
11.40	Course Offer Online Only	X			Standard system field.
11.41	Course Auto Cancel Replace	X			Standard system field.

11.42	Course Evaluation Close Date	X			Standard system field.
11.43	Course Self Registration Must Call	X			Standard system field.
11.44	Course Content Window Size	X			Standard system field.
11.45	Course Approval Requirement	X			Standard system field.
11.46	Course Auto Close Display Specified Time Frame	X			Standard system field.
11.47	Course Optional for All	X			Standard system field.
11.48	Course Offered per Job Functions	X			Standard system field.
11.49	Course CEU Total Hours	X			Standard system field.
12.	The system must provide the following Class information.				
12.1	Class ID or Code	X			Standard system field.
12.2	Reasonable Accommodation Indicator	X			Standard system field.
12.3	Class Name	X			Standard system field.
12.4	Class Description	X			Standard system field.
12.5	Class Pre-requisites	X			Standard system field.
12.6	Class Training Unit – example: BCAL, CWTI, OCS, PD, OTSD	X			Standard system field.
12.7	Class Category	X			Standard system field.
12.8	Class number of sessions	X			Standard system field.
12.9	Class Start Time (EST)	X			Standard system field.
12.10	Class End Time (EST)	X			Standard system field.
12.11	Class Hours per day	X			Standard system field.
12.12	Class Total Training Hours	X			Standard system field.
12.13	Class CEU Total Hours	X			Standard system field.

12.14	Class Minimum Capacity	X			Standard system field.
12.15	Class Maximum Capacity	X			Standard system field.
12.16	Class Consecutive Day Indicator Y/N	X			Standard system field.
12.17	Class Start Date – allow multiple dates for non-consecutive training days	X			Standard system field.
12.18	Class End Date - – allow multiple dates for non-consecutive training days	X			Standard system field.
12.19	Class Number of Days	X			Standard system field.
12.20	Class Last Day to Cancel Registration	X			Standard system field.
12.21	Class Trainer information – allow multiples	X			Standard system field.
12.22	Class Trainer Name	X			Standard system field.
12.23	Class Trainer Work Phone Number – area code, 7 digit number, extension number	X			Standard system field.
12.24	Class Trainer Alternate Work Phone Number – area code, 7 digit number, extension number	X			Standard system field.
12.25	Class Trainer Fax Number – area code, 7 digit number	X			Standard system field.
12.26	Class Trainer Other Information	X			Standard system field.
12.27	Class Trainer Type	X			Standard system field.
12.28	Class Training Site Name	X			Standard system field.
12.29	Class Contact Name	X			Standard system field.
12.39	Class Contact Phone Number	X			Standard system field.
12.40	Class Training Site Address, including room number	X			Standard system field.

12.41	Class Training Site Logistics – example: parking info, available equipment, capacity, driving directions	X			Standard system field.
12.42	Class Limit to X Prior Months	X			Standard system field.
12.43	Class Mastery Type	X			Standard system field.
12.44	Class Required Percent	X			Standard system field.
12.45	Class Create Date	X			Standard system field.
12.46	Class Date Last Changes Made	X			Standard system field.
12.47	Class Updated By ID	X			Standard system field.
12.48	Class Self Registration Optional	X			Standard system field.
12.49	Class Type	X			Standard system field.
12.50	Class Auto Cancel Replace	X			Standard system field.
12.51	Class Evaluation Close Date	X			Standard system field.
12.52	Class Approval Requirement	X			Standard system field.
12.53	Class Auto Close for Display Specified Time	X			Standard system field.
12.54	Class Optional for All	X			Standard system field.
12.55	Class Offered per Job Functions	X			Standard system field.
13.	The system must provide the following Employer information.				
13.1	Employer Name	X			Standard system field.
13.2	Employer Address	X			Standard system field.
13.3	Employer Phone Number – area code, 7 digit number, extension number	X			Standard system field.
13.4	Employer Code	X			Standard system field.

13.5	Employer County Code	X			Standard system field.
13.6	Employer Training Coordinator	X			Standard system field.
14.	The system must provide the following Training Site information.				
14.1	Training Site Name	X			Standard system field.
14.2	Training Site Address	X			Standard system field.
14.3	Training Site Phone Number – area code, 7 digit number, extension number	X			Standard system field.
14.4	Training Site Contact Name	X			Standard system field.

E-3. Reporting Requirements

The State needs:
- Operational Reports (reports to support the operations of the training units),
- Planning reports (summaries of data to use for future planning), and
- robust ad hoc query ability.

The Software includes a proprietary Reporting Engine containing over 90 “canned” reports and a custom reporting tool (Analytics module) for creating a limitless number of highly specific reports. Further, the application includes Dashboards technology to present immediate views into the most complex data. All reports (including the canned reports) have configurable data fields such as date range, user criteria, etc. Administrators can schedule Reports to automatically generate themselves on a regular basis.

The Software also includes a custom report builder, allowing administrators to develop new reports from dozens of available data points and subsequently applying filters and conditions to present the precise view of the training data desired. End users can also access personalized dashboards for instantaneous access to any type of system-wide data, all in one place. Different classes of dashboards can be custom built, on the fly, with no programming knowledge. Contractor affirms that Contractor’s Reporting Engine and Analytics module supports each of the thirteen (13) example reports listed and described below.

Examples of Needed Reports (Not Exclusive)

The following is a detailed list of some examples of the types of reports the State needs and the requirements of each:

1. **List of individuals having completed a Course**

   Used to document and verify individuals having completed one or more courses.

   Parameters:
   - Date range
   - Session number
   - Registration status = completed

   Content:
   - Session number
   - Registration status
   - Individual learner ID number
   - Individual learner name
   - Individual learner’s work location

   Formatting:
   - Alphabetical order of Individual learner’s work location
   - Alphabetical order of trainee Last Name, First Name

   Other:
   - It is desirable to produce a report that can be attached to an email.
   - It is desirable to produce a report that can be downloaded to an excel spreadsheet.

2. **Summary of Course Completions**

   This report is used to determine the total of number of individual learners having completed a course during a time period. This is a planning report to identify courses with lower completion counts.

   Parameters:

- Date range

Content:

- Course Code
- Class name
- Number of completions

Formatting:

- Order by class from highest completion count to lowest

Other:

- It is desirable to produce a report that can be attached to an email.
- It is desirable to produce a report that can be downloaded to an excel spreadsheet.

3. **Curriculum Completion Summary Report**

This report is used to indicate percentage of curriculum completed. This is an operational report used to provide each individual learner with information on their progress toward completing their required curriculum.

Parameters:

- none

Content:

- Name
- Percent met/percent not met
- Individual learner ID
- Class/course name not yet completed

Formatting:

- Order Class/course name by order required by curriculum

Other:

- It is desirable to produce an email reminder to individual learner that contains this report.
- It is desirable to produce a report that can be downloaded to an excel spreadsheet.

4. **Ad Hoc Query**

Provide the ability to search for one or more individual learner(s) using name and/or individual learner ID. Provide additional filters, using any type of people information, to narrow the search results.

Parameters:

- Individual learner name (including partial name match)
- Individual learner ID
- Optional, additional filter criteria

Query Results:

- Individual learner ID/Individual learner ID
- Individual learner name
- Individual learner's work location
- Individual learner title
- Individual learner work phone
- Individual learner work email address

Formatting:

- Results can be sorted by any of the result criteria

Access limits:

- LMS administrators
- Authorized local system administrators and management

Other:

- It is desirable to produce results that can be downloaded to an excel spreadsheet.

5. **Class Completion Report**

This report is needed to report on all training activities completed during specific date range. This report must be able to differentiate between various training activities. This report needs to report training hours completed per individual learner, per class, totals per class and summarize hours completed during report period.

Parameters:

- Reporting period – select report begins and end dates of classes completed within date range
- Training Track Start Date – option to select training track start date to limit report to individual learners hired and completed training during the report period.
- Select Class Title(s) – Option to select 1 to 10 classes
- Limit to an Employer – list only individual learners assigned to employer.
- Limit to a Training Group – default to all

Content:

- Class title – group class by class titles
- Training Path Type – individual learner assigned training track(s)/path
- Individual learner Full Name
- Training Track Start Date
- Training Due Date – date training required to be completed by – example if training must be completed within 90 days - Due date = 90 days from training track start date.
- Date Completed – date trainer or LMS automatically marked class completed
- Training Hours – total number of training credit hours assigned to this class
- Completed on Time – Yes/No
  - Yes – if completed within timeframe specified for class – if no timeframe specified for class auto yes.
  - No – if class not completed with specified timeframe for class.
- Total Training Hours by class – total number of training hours completed per class title
- Total Training Records by class – total number of trainee's completed per class title
- Summary
  - Total Training Hours – total training hours completed during report date range
  - Total Records – total number of trainee's completed training during report date range
  - Public Training Hours
  - Private Training Hours
  - Total Public Individual learners
  - Total Private Individual learner

Formatting:

- Select Class Title
- Select Individual learner – default to all individual learners – option to select one individual learner
- Public – all public individual learners that completed training during report period.
- Private – all CPA individual learners that completed training during report period.
- Limit to Employer – all individual learners of selected employer that completed training during report period.

Other:

- None

6. **Individual learner Transcript**

This report is the individual learner's training transcript, record of all training that the individual learner has completed and is recorded in the LMS. This report provides the individual learner's training history of training completed within specified time period. The transcript should document the date the training was completed; class/activity title; individual learner training path/track at the time of the training; number of training hours earned for class/activity; continuing education units (CEU) hours earned; employer at time of training; training status (pass/fail/incomplete) ; applicable exam scores and summarize total training hours

completed. If individual learner has multiple training path/track that requires the same training filters for duplicate records and only displays one. Need to have the ability to select one individual learner or select multiple individual learners' and batch print transcripts.

Parameters:

- No Date range – retrieve individual learner training history
- Date Range Start/End – retrieve data within beginning and end dates
- Individual learner Full Name – select individual learner or multiple individual learners up to 10

Content:

- Individual learner Full Name
- Individual learner ID – individual learner state ID number or CPA last 4 digits SSN and first and last name initials
- Transcript Start Date – begin date of report – if no date defined infinity start date
- Transcript End Date – end date of report – if no date defined infinity end date
- Date – date class was completed
- Activity Name – name/title of training activity
- Training Path/Track – individual learner training track or training activity identified path. Training activity identified path – class offer to all individual learners path will be "Optional"
- Training Hours – total training hours earned for training activity
- CEU Hours - applicable continuing education unit hours
- Organization – name of employer at time individual learner completed training
- Training Activity Status – training complete = pass; incomplete or fail
- Exam Score – applicable exam score
- Summary of Training hours – total of completed training hours for the transcript report period
  - Total Training Hours
  - Total CEU hours

Formatting:

- Class completion should be in ascending order

Other:

- None

7. **<u>Class Sign In Sheet</u>**

Class roster of all trainees enrolled in classroom and webinar training. This roster is the sign-in sheet with trainees and their supervisor contact information and space to sign-in each day for five days. This report is also used to retrieve class enrollment statistics for selected classes.

Parameters:

- Date Range Start/End Date
- Select Class Title – select class or webinar
- Show the following – with class status as:
  - Active – only trainees with active enrollment status (default)
  - All – includes cancel, wait listed and no show

Content:

- Class/Activity Title
- Class/Activity Start and End Date
- Trainer #1 Full Name
- Trainer #2 Full Name
- Individual learner Full Name
- Individual learner email address
- Individual learner office telephone number – include area code
- Individual learner Supervisor Full Name
- Individual learner Supervisor email address
- Individual learner Supervisor office telephone number – include area code
- Individual learner Supervisor mobile telephone number – include area code

- Employer Name – employer name
- Class Status – Active, cancel, wait listed and no show
- Sign-in Space with week days tags
  - Monday
  - Tuesday
  - Wednesday
  - Thursday
  - Friday

Formatting:

- The presentation of the report corresponds to the schedule of the session. For example, for multi-day class sessions, a means of recording attendance for each day (or part of day) is given. Another example, for half-day sessions, the presentation if for the morning or afternoon session.
- Alphabetical Order by trainee name

Other:

- None

8. <u>Certification Report</u>

This report is used to track compliance of a user group's responsibility to certify that they completed required tasks in a timely manner.

Parameters:

- Limit to an Employer – limit to one employer
- Limit to a Training Group – training path/track
- Activity – select a policy
- Date Range Start/End dates
- Public Employers individual learners Only
- Private Employers individual learners Only
- All Individual learners

Content:

- Individual learner Full Name
- Training track/path – 1st line supervisors training tracks
- Employer Name
- Policy Title
- Training Track Start Date
- Policy Due Date
- Date Policy Certified – last date individual learner accessed LMS and signed
- Compliant
  - Yes = policy certify complete within specified date range
  - No = policy certify after due date or did not certify policy and supervisor training track start date is greater than 31 days of policy due date.
  - Waiver = due date prior to supervisor training track start date and/or less than 30 days of training track start date.
  - Pending = less than 30 days and no signature during report period
- Statistic Summary
  - Grand Totals = total number completing activity = required to review policy – all selected supervisor training tracks – if supervisor have multiple training tracks only count once.
  - Total Compliant = Yes
  - Total Compliant = No
  - Total Complaint = Waived
  - Total Complaint = Pending – no signature and due date is less than 30 days of report period
  - Percent Compliant = yes plus pending and waived divided by total number = compliance %

Formatting:

- Sort by Employer Type –
  - Public – DHS

    - Private – CPA
    - All – default (DHS & CPA)
- Sort by Activity – select by released policy
    - Default – All
    - Select individual policy – select policy
    - Select by groups
        - FOB – Children's Foster Care Bulletin
        - AAB – Children's Adoption Bulletin
        - PSB – Children's Protective Services Bulletin
        - Juvenile Justice Feld Service Bulletin
        - Juvenile Justice Residential Bulletin
- Date Range Options
    - Limited to completed Activities – yes or no
        - No = include all policy complete and pending
        - Yes = policy completed within specified date rate
            - Date Range Start/End dates

Other:

- None

9. <u>Class Attendance</u>

The trainer records trainee daily class attendance. The purpose of this report is to report each day the trainee attended, did not attend, attended a.m. or p.m. only and document comments/notes to a class roster.

Parameters:

- Select Class – select PSI class
- Limit to a Individual learner – select trainee
- Limit to a Training Group – limit to specific training group i.e., foster care worker
- Limit to a training group category i.e., Child Welfare Worker
- Date Range Start/End – beginning and end date of report

Content:

- Individual learner Full Name
- Class Title
- Attendance Date – Monday – Friday
- Attendance Code –
    - Attended
    - Did Not Attend
    - Attended a.m. only
    - Attended p.m. only
- Comment – alpha data entry box
- Status Group – group category i.e., Child Welfare Worker
- Training Track/Path Group – foster care

Formatting:

- None

Other:

- None

10. <u>Question Statistics</u>

This report statistics of all exam questions to determine if there is problematic questions and/or how effective the training material and test questions. This report gather data from all exams hosted on the LMS and report on percent missed questions, number times answered, number correct, number incorrect, most missed question and answer to most missed question. Also, provide data on questions that is answer correctly.

Parameters:

- Select Exam – select specific exam
- Date Range start/end dates

Content:

- Percent Missed - percent of number times question is answered incorrectly
- Number of Times Question Answer - total number times this question was randomly selected and answer
- Number of Times Question Answer Correctly - total number of time correct answer was selected
- Number of Times Question Answer Incorrect – total number of times question was answer incorrectly
- Question Missed the Most – text of question missed the most on select exam
- Most Missed Answer – the answer most often given for missed question.

Formatting:

- Display text and data to all questions on selected exam

Other:

- None

11. <u>Training Activity History</u>

This report provides history of all training recorded and hosted on LMS system including completed; non-completed; exams; training recorded and completed by DHS partners; webinars; self-directed on-line, web-based and video training.

Parameters:

- Select Activity – select class or default to all training during specific date range
- Limit to an individual learner – limit training completed and/or available to selected individual learner
- Limit to an employer – training completed and/or available to selected employer individual learners
- Limit to a training group –
- Limit to a training group category
- Limit to Completed Activity
  - No = list all user with training tracks assigned to class
  - Yes = only list user that completed training during specific date range
    - Select start/end dates

Content:

- Activity – activity title/name
- Individual learner Full Name
- Employer Name – individual learner employer at time activity was completed or attempted
- Training Track Start Date
- Activity Due Date – if applicable – date trainee required to complete activity.
- Date Activity Attempted – date activity attempted or completed
- Activity Status –
  - Pass
  - Fail
  - Incomplete
- Training Path/Group –
- Training Group Category –
- Score – applicable exam score
- Training Hours – total number training hours earned for activity
- Summary –
  - Total Records – total number of trainee records found
  - Total Training Hours – total training hours completed during report period

Formatting:

- n/a

Access limits:

- Limit to LMS administrators

Other:

- None

12. <u>LMS Users Information</u>

This report provides list and count of current, previous, and active LMS users.

Parameters:

- Report Type –
  - Current Users – list of all current LMS users
  - Hired or Promoted During Period – list of all user hired or promoted during period
    - Date Range – start/end dates
- Employer Type –
  - Public – all DHS users
  - Private – all CPA users
  - All – both DHS and CPA users
  - Select Employer – select one or more employer to list all users for that employer
- Select Category(s) – select one or more categories
- Select Training Track/Path – select one or more training tracks/path

Content:

- Individual learner Full Name
- Training Track/Path
- College Degree Obtain – highest degree obtain and degree related field (Bachelor/Social Work)
- Training Track Start Date
- Individual learner Hire Date – date hire with current employer
- Supervisor Full Name
- Summary
  - Total Users by Employer = total user for each employer
  - Total Users by Report = total user records retrieve for report period

Formatting:

- Sort by employer: DHS, CPA or all.
- If user has multiple training tracks/path, list all training tracks but should be considered as one user record.

Other:

- None

13. <u>User's Security Access Group</u>

This report provides a list of the individual users by selected security group.

Parameters:

- Security groups

Content:

- Employer Name
- Individual learner Full Name
- Email Address
- Office Phone Number
- Supervisor Name

Formatting:

- List LMS coordinators by employer in alpha order

Other:

- None

Schedule F - Technical Requirements

The following table and sections detail the Technical Requirements for the System.

F-1. Technical Requirements

	TECHNICAL REQUIREMENTS	YES	YES	NO	COMMENTS
1	**System Architecture**				
1-01 (M)	The system employs a browser-based architecture accessing a central database through software on a server.	X			The Cornerstone application is entirely web-based. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
1-02 (M)	The system places no limit on record size.	X			Cornerstone is a multi-tenant, multi-user, on-demand application offering true Software-as-a-Service (SaaS) delivery. All clients operate from their own databases and scalability is simply a matter of ramping up server capacity at our hosting solution. The application is designed to scale horizontally. So, as additional server equipment is added, the application capacity logarithmically scales to fill the available hardware. Cornerstone's current clients range from small companies with 50 employees to large enterprises with deployments of over 700,000 users. Currently, Cornerstone provides services to over 12 million active users per year with a scalable configuration that is virtually unlimited.
1-03 (M)	The software is expandable and portable, with specific reference to the system capacity requirements presented in this RFP.	X			Please see above.
1-04 (M)	The system is fully self-contained and capable of being operated by State staff with no dependency on Vendor services for its routine operation.	X			Each client has its own independent database for the live, pilot, and stage portals and has full database segregation. Data is never shared across tenants (except in anonymous, aggregated form). Each client's production database is fully segregated from other clients as each client is only accessible to the client's users and authorized Cornerstone support personnel.
1-05 (M)	The system server is compatible with the State's technical architecture and is sized suitable for the system specified.	X			Not applicable. The Cornerstone application is entirely web-based. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery. There are no hardware requirements, no software maintenance, and no network administration required by the client. The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser.

1-06 (O)	The system is an open system, with no dependency on the use of specific models or models of equipment operating systems.	X			Please see above.
1-07 (O)	The system is portable from one OS/RDBMS to another, i.e., from Unix to Windows 2000, or from one platform/OS to another, e.g., Sun Solaris to IBM AIX, etc.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
1-08 (O)	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.	X			System, Application, and Security logs are available on all systems. Logs are kept of every transaction in the system. Audit trails include, but are not limited to, updated data, operator, terminal, date, and time to enable recovery and audit research. All security related data is audit logged. For example, a timestamp and user id are applied to any organizational or user records supplied by the client.
2	**Software Licensing**				
2-01 (M)	The software license is for perpetual use for a fixed fee without additional royalties or service fees, except for ongoing software maintenance.	X			Cornerstone is licensed on a per user basis for a typical contract duration of 3, 4 or 5 years.
3	**Hardware**				
3-01 (M)	All equipment supplied and/or supported under this contract must be configured in the most optimal manner and in conformance with MDIT standards.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02	Vendor's recommended hardware platform/topology provides for optimal functioning in the following areas (see below 3-02a-f):	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02a (O)	Communication line speed for distributed entry functions and major online processes of departments and offices located in various areas of the State.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02b (O)	Processing the volumes presented and any increases in volume that can be expected through the implementation of the proposed system.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02c (O)	Remote access and administration	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02d (O)	Application installation, administration and support	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
3-02e (O)	Support for a variety of TCP/IP network configurations	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.

3-02f (O)	Support wireless LAN and WAN configurations that support TCP/IP.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
4	**RDBMS / Applications / Database Management**				
4-01 (M)	The system is available with State's standard relational database management system	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
4-02 (M)	Full-text indexing and a full-text database search feature are available to provide easy retrieval of records.	X			Not applicable. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery.
5	**Security**				
5-01 (M)	All computer information systems and applications operate in a secure manner and comply with State and federal security standards and regulations including the DIT 1350 **Enterprise Security Policy** and the 1410.7 **Michigan State Government Network Security Policy** as found on the website: http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html	X			Cornerstone complies.
5-02 (M)	The system must ensure that the integrity and confidentiality of data is protected by safeguards to prevent release of information without proper consent.	X			Cornerstone runs behind a firewall that is isolated from the public Internet and from the corporate Intranet. The presentation layer is also isolated from the data by a firewall. A DMZ (utilizing multiple firewalls and encrypted VPN access to sensitive data and system administration) protects the system's production suite. Network infrastructure security includes managed firewalls; port filtering and network address translation via load balancers. Stage and Production environments each contain their own domain and are segmented into two VLANs. The Web Farm and App servers are located on one VLAN; while the SQL Cluster, file storage, and domain controllers are located on a second VLAN. Communication between the two VLANs is limited. Firewalls and load balancers are used to segment the network.
6	**Security / Access Control**				

6-01 (M)	The system provides security at database, workstation, and individual operator levels.	X			Clients only access the presentation layer of the system through the internet. Users need a unique username and password to access the application. All passwords are stored in our database in an encrypted format to minimize security liability. Alternatively, clients can be authenticated using security tokens, utilizing a symmetric algorithm, passed by the client's local authenticator for Single-Sign-On (SSO) functionality. Client browser access to the web servers utilizes 128-bit SSL (version 3.0 or higher) encryption to minimize network packet snooping vulnerability for any transmitted sensitive data
6-02 (O)	The system provides secure access control based upon unique user login, for types of record (e.g., fund, order) as well as by function performed upon the record (e.g., Display, Add, Edit, Delete.)	X			Please see above.
6-03 (M)	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.	X			Cornerstone is entirely rights and roles-driven. The application features hundreds of security permissions, related to the thousands of features, which can be configured to roles or individual users. These permissions are all stored as part of the user's information.
6-04 (M)	The system provides varying levels of access within the application, such as administrators, view only, or scheduling only.	X			Cornerstone provides a richly configurable rights and permissions system to fine tune access to different functional elements of the system across different organizational units. Limitless types of administrators can be set up to handle different administrative tasks. Almost every functional area of Cornerstone, down to very specific sub-functions, can be turned on or off for any given organizational unit. Cornerstone rights and permissions system, in tandem with the Organizational Units approach, means that your organization can develop virtually any type of role.
7	**Security/Password Controls**				

7-01 (M)	The system provides an enforced minimum length for passwords.	X			Cornerstone Login Page authentication involves providing a login ID and password. Username, UserID, or email address can be used as the login ID. "Initial" and "reset" passwords must be changed at login. Password preferences allow the administrator to specify a variety of options and requirements for passwords as follows: •Require both upper and lower case letters. •Allow user to reset their password via an automated email notification. •Allow user to reset their password by answering XX number of security questions. •Send email notification to user upon password change. •Require automated confidential password reset by admin (admin cannot access generated password). •Require alpha and numeric characters. •Do not allow three or more consecutive same characters. •Require at least one special character (e.g., !, @, #, $). •Expire passwords every XX days. •Passwords cannot be the same as any previous XX passwords. •Set minimum password length. •Set maximum password length
7-02 (O)	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.	X			Please see above.
7-03 (O)	The system provides users with the capability to change their own passwords.	X			Please see above.
7-04 (O)	The system disables user ID's after a specified number (3) of consecutive invalid login attempts.	X			Please see above.
7-05 (O)	The system enters passwords in a non-display field.	X			Please see above.
7-06 (O)	The system encrypts passwords when they are routed over the	X			Please see above.
7-07 (O)	The system encrypts passwords in system storage.	X			Please see above.
8	**Security/Activity Logging**				
8-01 (O)	The system logs unauthorized access attempts by date, time, user ID, device and location.	X			The number of login attempts is limited to 3. User account is locked after exceeding that limit. Administrators can reset passwords, by generating them and having them sent to the end user through email.

8-02 (O)	The system maintains an audit trail of all security maintenance performed by date, time, user ID, device and location, with easy access to information.	X			Logs are kept of every transaction in the system. Audit trails include, but are not limited to, updated data, operator, terminal, date, and time to enable recovery and audit research. All security related data is audit logged. For example, a timestamp and user id are applied to any organizational or user records supplied by the client. Also, a log of all passwords is maintained for aging, reuse and other password policy settings. Additionally, all application errors are logged and used by Cornerstone's quality engineers to assess the proper functioning of Cornerstone.
8-03 (O)	Provides security reports of users and access levels.	X			Supported.
9	**Software Package Specifications**				
9-01 (M)	The software uses a relational database	X			Supported.
9-02 (M)	The software will operate effectively on State hardware as defined by Vendor with Vendor-supplied upgrade recommendations	X			The Cornerstone application is entirely web-based. Cornerstone is a multi-tenant, multi-user, on-demand application providing true Software-as-a-Service (SaaS) delivery. There are no hardware requirements, no software maintenance, and no network administration required by the client. The Cornerstone application may be securely accessed 24x7 through any internet connected computer with a standard browser
9-03 (M)	The software operates in a recognized industry standard operating environment.	X			Please see above.
9-04 (M)	The software allows the State, from PC workstations, to access and update all necessary information to complete a	X			Please see above.
9-05 (M)	The software allows for the accurate and timely input and extraction of State data.	X			Supported.
9-06 (M)	The software allows for processing of all identified State business.	X			Supported.
9-07 (M)	The software provides identified data reporting capabilities.	X			Cornerstone utilizes a proprietary reporting engine that is included with the application. In addition to approximately 90 included "canned" reports, the platform also includes a custom reporting tool (Analytics) for the creation of a limitless number of highly specific reports.
9-08 (M)	The software provides a Graphical User Interface (GUI) that is user-friendly and provides data, calculation, reporting, and communication capabilities to State users.	X			Cornerstone's integrated modules employ a simple, easy-to-use Graphical User Interface (GUI) that allows for intuitive navigation that is much like browsing the internet. With little training, end users will immediately be able to navigate the system. Cornerstone can be configured to match your desired specifications including organizational structure, branding, workflows, security and roles, and approval structure as well as the look and feel for the entire enterprise or for specific organizational units. All configurations can easily be done by client administrators.

9-09 (O)	The system is modular in design to accommodate phased implementation and future expansion.	X			Cornerstone is offered as a set of bundled modules. The entire suite can be rolled out for a full talent management platform or individual modules can be implemented to provide strategic point solutions. All functionality is developed in-house by Cornerstone and not cobbled together through merger, acquisition, and short-term partnerships.
9-10 (O)	The modularity allows the capabilities of the core systems to function without the entire system	X			Please see above.
9-11 (O)	Additional modules may be integrated into the system without a major impact to the installed	X			Please see above.
9-12 (O)	All modules of the system are integrated and designed to work together using a single input and a common database with no redundant data entry or data	X			Please see above.
9-13 (M)	The system supports paperless processing through the use of electronic documents that are routed for electronic signatures through user- defined approval	X			The Cornerstone application is entirely web-based.
9-14 (O)	The system prevents transaction data from being posted in the system unless all members on the approval path have approved the associated electronic	X			Supported.
9-15 (M)	The system has the ability to accept and output transactions in standard electronic data interchange (EDI) formats.	X			Supported.
9-16 (M)	The system has the ability to accept batch entry from external sources while ensuring the same edits and validations as the online	X			Batch and proxy entry is supported.
9-17 (M)	Response times, at local and remote sites, for the major on-line processes stated above will meet business requirements.	X			Cornerstone OnDemand offers high network availability and optimal performance for our application. The majority of standard user functions within the application have an average response time of 1-2 seconds. Some processes such as the generation of custom reports may take 10 seconds depending on the complexity of the query
9-18 (M)	The software provides the capability of transferring data to and from the host/server to the client for processing on other software	X			Supported.
9-19 (O)	The system provides the capability to access scanned images that are attached to various elements of the database.	X			Supported.
9-20 (O)	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	X			Supported.

10	**Reporting**				
10-01 (M)	The software delivers standard reports.	X			Cornerstone utilizes a proprietary reporting engine that is included with the application. In addition to approximately 90 included "canned" reports, the platform also includes a custom reporting tool (Analytics) for the creation of a limitless number of highly specific reports. Lastly, the application includes powerful Dashboards technology to present immediate views into the most complex data.
10-02 (M)	The system includes ad-hoc query and reporting tools.	X			Cornerstone includes a custom report builder (Analytics), allowing administrators to develop new reports from all available data points and subsequently applying filters and conditions to present the precise view of the training data desired. Cornerstone includes the ability to define and schedule the running of ad hoc reports from any data element within the application module.
10-03 (M)	The online query capability enables non-technical end-users to extract information.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
10-04	The standard (e.g., regularly scheduled, recurring) reporting environment allows:				
10-04a (M)	Standard reports to be scheduled, executed, viewed on-line, printed (centrally or remotely) and dispersed (including the use of report distribution management	X			Reports can be scheduled by administrators, meaning that reports can be set to automatically generate themselves on a regular basis.
10-04b (M)	Offices and work locations to control which standard reports they do and do not receive.	X			Supported via Cornerstone's Reporting Engine and Analytics module.
10-04c (M)	The State to control the information that appears on standard reports so that data	X			Supported via Cornerstone's Reporting Engine and Analytics module.
10-05	The system provides for:				
10-05a (M)	Methods for retaining and modifying previously built queries	X			Supported via Cornerstone's Reporting Engine and Analytics module.
10-05b (M)	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.)	X			Supported via Cornerstone's Reporting Engine and Analytics module.
10-05c (M)	The use of transaction databases, external files, or a "data warehouse" for ad-hoc	X			Supported via Cornerstone's Reporting Engine and Analytics module.
11	**Audit Trail**				

11-01 (O)	The system enables the user to modify data entry transactions that have already been posted to the database while maintaining an audit trail of the change.	X			System, Application, and Security logs are available on all systems. Logs are kept of every transaction in the system. Audit trails include, but are not limited to, updated data, operator, terminal, date, and time to enable recovery and audit research. All security related data is audit logged. For example, a timestamp and user id are applied to any organizational or user records supplied by the client.
11-02 (M)	The system's internal control functionality ensures that the data entry and processing associated with a business event has been completed before updating the	X			Supported.
12	**Edit and Validation Control**				
12-01 (M)	The system includes comprehensive field edits to prevent incomplete or incorrect data from entering the system	X			Supported.
12-02 (M)	The system ensures data integrity and controls processing without hard- coded logic	X			Supported.
13	**Environment**				
13-01	For any activities not performed on State sites or facilities, the Vendor will provide effective physical security measures for all proposed equipment sites, all processing and operations areas (including the mailroom), and secured storage areas through a card key or other comparable system. At a minimum, the Vendor will:	X			Supported. Please see attachment, Cornerstone Technical Overview for more details.
13-01a (O)	Restrict perimeter access to equipment sites, State-specified processing and storage areas, and storage areas through a card key or other comparable system,	X			Supported. Please see attachment, Cornerstone Technical Overview for more details.
13-01b (O)	Provide accountability control to record access attempts, including attempts of unauthorized access.	X			Supported. Please see attachment, Cornerstone Technical Overview for more details.
13-02 (O)	Physical security shall include additional features designed to safeguard site(s) through required provision of fire retardant capabilities, as well as other electrical alarms, monitored by security personnel on a twenty-four (24) hours a day, seven (7) days a week basis.	X			Supported. Please see attachment, Cornerstone Technical Overview for more details.

13-03 (O)	Maintain a current annual security rating as audited by an independent third party auditing firm that certifies that they meet federal and State guidelines for the handling of confidential data.	X			Supported. Please see attachment, Cornerstone Technical Overview for more details.
14	**Interfaces**				
14-01 (M)	The system has the ability to exchange data with other systems using the following mechanisms: online application to application, web services interface, FTP and SFTP, to and from magnetic media and using warehouse utilities to the State's data warehouse.	X			Cornerstone has amassed a great deal of experience integrating with all of the legacy HRIS, ERP and CRM systems in use at large-scale corporate enterprises for both ongoing user data and historical data loads. These systems range from niche players to mainstream systems, such as Ceridian, PeopleSoft, Oracle, SAP, Lawson, ADP, and many others. Nightly and real-time feeds are possible to ensure ongoing data integrity and operational support. Cornerstone's open-system architecture allows easy integration with other databases. Our data integration consultants will assist your team in determining the best method of integration to meet your business objectives. Our application does not require integration with any specific ERP or version. The requirement is that the customer is able to provide data based on our data specifications. As part of each and every system integration, Cornerstone's Services group works with clients to map the appropriate data from the originating system into Cornerstone. Customers can provide data either through an Inbound FTP process, or via Web Services. Our data requirements are very flexible. Once the feed process is set up, we schedule a job to automate the retrieval and loading of the customer's data. A log file is also maintained and sent to the client, which will provide the results of the load. For systems integration, Cornerstone uses the industry accepted Simple Object Access Protocol (SOAP) to accept data replicated from an ERP. SOAP is based on eXtensible Markup Language (XML) and standard internet protocols. A SOAP Client API is required to formulate method invocations that set data in Cornerstone. Data is retrieved in XML format.
14-02 (M)	The system must provide real-time data transfer of identified data.	X			Supported.
14-03 (O)	The system must send all operational data and reference tables to the data warehouse. Data should be loaded on a predefined timetable.	X			Supported.
15	**Capacity**				

15-01 (M)	The system must be able to support the concurrent number of individual learners (Approximately 16,000).	X			Cornerstone is a multi-tenant, multi-user, on-demand application offering true Software-as-a-Service (SaaS) delivery. All clients operate from their own databases and scalability is simply a matter of ramping up server capacity at our hosting solution. The application is designed to scale horizontally. So, as additional server equipment is added, the application capacity logarithmically scales to fill the available hardware. Cornerstone's current clients range from small companies with 50 employees to large enterprises with deployments of over 700,000 users. Currently, Cornerstone provides services to over 12 million active users per year with a scalable configuration that is virtually unlimited.
16	**System Auditing**				
16-01 (O)	The system has the ability to maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control, software program), 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.	X			System, Application, and Security logs are available on all systems. Logs are kept of every transaction in the system. Audit trails include, but are not limited to, updated data, operator, terminal, date, and time to enable recovery and audit research. All security related data is audit logged. For example, a timestamp and user id are applied to any organizational or user records supplied by the client.
16-02 (O)	The system must ensure that all system events for software, hardware, interfaces, operating system, network, etc. are written to a system event log in a manner that facilitates debugging of all system problems.	X			Supported.
16-03 (O)	The system offers the ability to query, view, filter, and sort the system audit trail. The system is able to store the queries.	X			Supported.
16-04 (O)	The system has the ability to identify and track data back to its input source (e.g., imaged document, keyed from form, interface file, etc.).	X			Supported.
16-05 (O)	The system has the ability to audit all override of edits and audits and identify the login ID, date, and time.	X			Supported.
17	**Error Handling**				

17-01 (O)	The system must ensure that all errors are written to an error log.	X			All systems are proactively monitored and reviewed by the Cornerstone OnDemand Network Operations team. The Company uses best-of-breed tools such as PRTG, Idera, Keynote and Solarwinds to monitor the application, SQL back-end, IIS 6.0 front-end, server operating systems, server hardware, and network appliances. In-depth, historical performance monitoring is performed by staff and by our automated performance monitoring tool Cordiant.
17-02 (O)	The system must allow for an administrator to view, filter, sort, and search the error log.	X			Supported.
17-03 (O)	The system must allow for an administrator to archive error log entries based upon user-defined criteria.	X			Supported.
17-04 (O)	The system must allow for a user to define an alert message to be executed upon the occurrence of an error.	X			Supported.
18	**Backup and Recovery**				
18-01 (O)	The system has the ability to provide point-in-time recovery of data to the last completed transaction.	X			Cornerstone performs site-to-site replication of data to protect client data in the event of a disaster. We have built dedicated Disaster Recovery sites distant from our production Data Centers in both USA and UK. Our RTO (Recovery Time Objective) is 48 hours and RPO (Recovery Point Objective) 1 hour. DR testing is performed annually.
18-02 (O)	The system has the ability to allow for continued use of the system during backup.	X			Supported.
18-03 (O)	The system has the ability to provide a complete backup and recovery process for all database tables and system files.	X			Data is a primary concern for Cornerstone OnDemand and its clients, including the backup of critical and confidential data. Cornerstone OnDemand performs daily backups of the full database and hourly transactional backups to separate hot disks. Two days of hot backups are stored on a local SAN disk for immediate recovery. Cornerstone OnDemand performs weekly full backups and daily differential backups of our data onto tape. All backups are encrypted before they are written to tape and reside in an encrypted mode on the tapes (256-AEG). Tapes are collected on a weekly basis by Iron Mountain and are kept in a secure vault.
18-04 (O)	The system has the ability to create on request backups.	X			Supported.
18-05 (O)	The backup and archival features of the system proposed can be initiated automatically or by manual request.	X			Supported.

18-06 (O)	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	X			Supported.
19	**Maintenance**				
19-01 (M)	Maintenance programs commence at the end of the warranty period	X			All maintenance, support and upgrades are included in the license fee for the full duration of the contract.
19-02 (M)	All maintenance is performed by qualified personnel familiar with the equipment	X			Please see above.
19-03 (O)	Remote diagnostic capabilities are provided	X			Please see above.
19-04 (M)	Maintenance is available on an annually renewable contract	X			Please see above.
19-05 (M)	The software maintenance program includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining an annually renewable software support contract	X			Cornerstone provides quarterly product releases (Winter, Spring, Summer and Fall) that become part of the core product code and are therefore available to client companies, if applicable for the modules licensed by the client. System functionality released during the quarterly cycles ranges in scope from minor product enhancements to the release of completely new system modules. Updates are primarily based on customer demand, market trends and core features that are deemed beneficial to system users and administrators. Typically, clients update system functionality within their environment once per year, but may choose to take advantage of just pieces of the updates which provide benefits to their use of the application. Cornerstone upgrades all clients when upgrades are deployed quarterly. There is no need for a client to opt-out of a release. If new release functionality is not germane to a client's project scope, the new features are delivered in the "off" position where they will remain until such a time as the client deems them appropriate. Every client will, however, have the opportunity to review and critique the new functionality through product specs and the online staging environment. Cornerstone also conducts free webcasts to all clients before and after every release. In these reviews, Cornerstone educational experts will walk clients through the new functionality. System upgrades are deployed instantaneously – no patches, no lagging behind versions – and no additional cost.

19-06 (M)	Help desk support is available to State of Michigan Technical Staff and Administrators from 8:00 AM - 5:00PM EST Monday through Friday, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management	X			Cornerstone offers three support packages with varying levels of access, availability, and services for a wide range of organizations. Our Professional Support Package is included in your subscription agreement. Cornerstone also offers clients who have more complex, business-specific requirements that require a custom integration to support a globally distributed workforce, we also offer a Premier and Premier Plus support package (at an additional cost). These packages include, among other advantages, enhanced service levels and longer live support hours including the option for 24x7x365. Cornerstone's ease of configuration and maintenance allow for clients to focus their energy on driving user adoption and employee engagement. Professional Package clients can submit an unlimited number of cases and have 24 hour visibility to those cases whether submitted online or via phone 8:00a - 8:00p Monday-Friday in your time zone (excluding US holidays).
19-06b (O)	Help desk support is available to State of Michigan Technical Staff and Administrators from 7:00 AM - 7:00PM EST Monday through Friday, with escalation as necessary to senior technical/engineering staff, and then to higher management and/or senior management	X			Please see above.
19-07 (O)	Calls for service will be returned within 2 hours				Please see attachment, Cornerstone SLA for more details.
19-08 (O)	Emergency assistance is available 11 hours a day, five days a week, at no additional cost to the State				Please see attachment, Cornerstone SLA for more details.
19-09 (O)	A Web-enabled help desk interface is provided at no additional cost	X			Cornerstone's web-based MySuccess enables named client administrators to access Global Care knowledge assets, solutions, and self-service support tools online at any time. MySuccess is located within the Client Success Center, but can be accessed from your organization's portal as well. MySuccess is powered by a case management system and interface that provides the ability to submit, update, track and manage questions, issues, and other requests as well as access knowledge solutions and make enhancement suggestions.
19-10 (O)	The State will be provided with information on software problems encountered at other locations, along with the solution to those problems, when such information is relevant to State software	X			Supported
19-11 (M)	Support is provided for superseded releases and back releases still in use by the State	X			Not applicable; there is only one version of the Software.

19-12 (M)	For the first year and all subsequent Contract years, the following services are provided for the current version and one previous version of any Software provided with the deliverables, commencing upon installation of the deliverables or delivery of the Software: 1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem. 2. Material Defects. The State will be notified of any material errors or defects in the deliverables known, or made known to Vendor from any source during the Contract term that could cause the production of inaccurate, or otherwise materially incorrect, results and shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects. 3. Updates. All new releases and bug fixes (collectively referred to as "Changes") for any software deliverable developed or published by Vendor and made generally available to its other customers at no additional charge will be provided to the State at no additional charge.	X			Supported.
20	**Additional Requirements**				
20-01 (M)	Internet browser-based system compatible with Internet Explorer 8.0	X			Browser Versions Supported: Internet Explorer 7 and above, Firefox 3 and above, Safari 3 and above, Opera 11 and above, and Google Chrome.
20-02 (M)	No limit on record size	X			Supported.
20-03 (M)	The system is self-contained and can be fully managed by State staff	X			Supported.

20-04 (M)	The system will run on State architecture including: Dell Latitude E6500 or better, Microsoft Windows servers, Window XP desktops, and	X			Supported.
20-05 (M)	Optimal functioning in: communication line speed and able to expand volume	X			Supported.
20-06 (M)	The system must offer a secure database connection, allow user access based on login, database passwords that change every 90 days or less	X			Supported.
20-07 (M)	The system uses a relational database and operates under Microsoft Operating Systems.	X			Supported.
20-08 (M)	All email functions must be compatible with Microsoft Exchange/Outlook.	X			Supported.

F-*2.* *State of Michigan Data Exchange Gateway*

This is a brief overview of the options available for connectivity to the State of Michigan Data Exchange Gateway (DEG). User Guides with samples of set up are available.

HTTPS, SSL FTP, SFTP and PPP dial up

HTTPS

Use internet connection https://dxgweb.state.mi.us
Client is web browser IE 6.0 sp3 or greater or FireFox version 3 or higher
History available for Upload and Download
Passwords are not set to expire, they may be changed by user.
Userid and password are hand keyed each time
Some users have automated this process.

There are limits on the file size to transfer using HTTPS:

- browser limitations
- connection speed
- length of time for a transfer

It is recommended to use SSLFTP or SFTP for larger files because it is faster.

SSL FTP and SFTP

Use internet connection DEG IP address: 136.181.135.38
There are many clients available, this one works well: WS_FTP Pro vers. 7.61 or greater.
This is purchasable from www.ipswitch.com
Filezilla and Win-scp for SFTP are not compatible.
History available in some ftp client log files.
Passwords are not set to expire, they may be changed by user using HTTPS access.

SSL FTP use port 11250
Data ports 11200-11240
Note you may need to open ports 11200-11240 at your firewall.
SFTP use ports 2222

When the State initiates a connection to send a file out over the Internet, the connection will come from IP 136.181.195.42

Dial Up PPP

Modem needed
FTP client
Long distance charge may be incurred. Modem number 517-373-6181

FTP is not allowed across the internet for sensitive data.
SCP does not work with the Data Exchange Gateway.

Schedule G – Cost Tables

This is an enterprise-wide contract available to all State agencies. Contractor agrees that the pricing described in the cost tables below will also apply to any requests by additional State Agencies to utilize this contract.

Table 1. Order Summary Form

Contractor uses the Order Summary Form in its internal business processes. The parties have included this form here to assist Contractor's staff with understanding the scope of the Agreement at a glance in a manner to which Contractor's staff is accustomed. This table, its contents and any associated notes are included here for convenience only and have no binding effect on either party.

Type (mark one):	☐ Business Edition ☒ Enterprise
Initial Term:	Five (5) years beginning on Effective Date

PRODUCT *(purchased if checked)*		Subscribers (except where otherwise stated)	Price				
			Year 1	Year 2	Year 3	Year 4	Year 5
RECRUITING	☐ Recruiting ☐ Campus Recruiting						
ONBOARDING	☐ Onboarding						
PERFORMANCE	☐ Performance						
COMPENSATION	☐ Compensation						
SUCCESSION	☐ Succession						
CONNECT	☐ Connect						
LEARNING	☒ Learning	12,500	$115,625	$115,625	$115,625	$115,625	$115,625
	☐ Certifications						
	☐ Competencies						
	☐ Extended Enterprise ☐ eCommerce ☐ Certifications ☐ Competencies						
	☐ Volunteer Management						
	☐ Cornerstone						

for Salesforce*						
Support Package: ☒Professional ☐Professional Plus ☐Premier ☐Premier PLUS	12,500	Included	Included	Included	Included	Included
☒Administrator Training Package	10	$6,750	$6,750	$6,750	$6,750	$6,750
☒Course Publisher (if Learning is purchased)	10	Included	Included	Included	Included	Included
☒Content Delivery	50 gigabytes	Included	Included	Included	Included	Included
Content: ☐Core ☐Gold ☐Gold Plus ☐ Platinum Plus ☐Other						
☐Additional Language Packs						
☐Data Load Wizard						
☐Web Services						
☒ Services (see Statement of Work)	N/A	$168,000	N/A	N/A	N/A	N/A
	TOTAL	**$290,375**	**$122,375**	**$122,375**	**$122,375**	**$122,375**

Invoicing is set forth in Table 2.

Table 2. Summary of the Project Cost

Project Cost(s)	Cost ($)	Comments	Contractor Invoice Timing
Software	$1,190,000	Licenses for up to 25,000 Subscribers and Basic training annual fee/Client Success Center access. See Table 3 for Software pricing breakdown.	For Cornerstone Learning Cloud, Contractor may invoice the State upon contract execution for the Initial Active Users (defined in Cost Table 3). Thereafter, Contractor may invoice for the Active Users (as adjusted per Cost Table 3), on the anniversary of the Effective Date. For additional Active User blocks (defined in Cost Table 3) purchased, Contractor may invoice for the remaining pro rata contract after a Contract Change Notice is fully executed and an associated Purchase Order is issued. For the Basic Training annual fee, upon contract execution and thereafter upon the anniversary of the Effective Date. 20% Holdback does not apply.
Implementation	$156,000	See Schedule H Preliminary Project Plan for detailed implementation tasks and assumptions. See Tables 4A and 4B for Standard Implementation and Technical Projects pricing breakdown.	Contractor may invoice the State no more often than monthly for each Table 4A Standard Enterprise Implementation Deliverable and for each Table 4B Technical Project formally Accepted by the State during the prior month. 20% Holdback applies.*
Training and Documentation	$12,000	Two Day Onsite Training for: Train the Trainer, System Administrator and Technical Training sessions. See Table 5 for Training and Documentation pricing breakdown.	Contractor may invoice the State no more often than monthly for each Training and Documentation deliverable formally Accepted by the State during the prior month. 20% Holdback applies.*
Software Maintenance and Support	$0	Table 6A indicates Contractor's Professional Support Package is included as part of software licensing fees. Table 6B contains additional optional pricing for a Premier Support Package. DHS is opting for the Professional Support Package.	N/A for Contractor's Professional Support Package. Upon the anniversary of the Effective Date for Contractor's Premier Support Package. 20% Holdback does not apply.
Optional Bank of Hours Cost	$95,000	Cost for 500 hours. See Table 7 for Labor Rates pricing breakdown.	If the State opts to purchase additional services via future Contract Change Notices using the fixed labor rates in Cost Table 7, Contractor may invoice the State no more often than monthly for each such deliverable formally Accepted by the State during the prior month. 20% Holdback applies.*
Total Project Cost	**$1,453,000**		

*Contractor may invoice Holdback amounts upon Final Acceptance under the applicable Statement of Work. Total Holdback amount on the original Statement of Work is $33,600.

State will pay invoices in accordance with Contract Section 8.6.

Table 3. Software Licenses

Software license(s)	QTY (# of Licenses)	License Type (ie: Enterprise, server, or per user	Total Cost ($)	Comments (Description of licensing)
Cornerstone Learning Cloud	25,000	SaaS	$1,156,250*	At the rate of $9.25 per Active User per year, Cornerstone Learning Cloud includes: • eLearning • Course Publisher • Offline Player • Content Management Developer Seats (10 seats) • Instructor-Led Training • Event Administration • Order Forms Management • Provider / Vendor Management • Facilities Management • Resource Management • Roster Management • Virtual Classroom
Basic Training			$33,750	Access to Client Success Center. Includes Basic eLearning training. Pricing based on $6750 annual fee.
Total Cost			**$1,190,000**	

*****The Cornerstone Learning Cloud pricing was calculated assuming up to 25,000 users at the rate of $9.25 per Active User for five years (25,000 x $9.25 x 5 = $1,156,250). Upon contract execution, the State herein purchases 12,500 Active Users for the first year of the Agreement ("**Initial Active Users**") and may add Active Users in minimum blocks of 100 at any time during the life of this Agreement. The State may reduce the number of its Active Users annually on the anniversary of the Effective Date by providing Contractor with thirty (30) days' written notice, provided, however, that the total number of Active Users shall not fall below 12,500 during the life of the Agreement. Any increase or decrease in the number of Active Users will result in a corresponding forward-going adjustment of the Fees in accordance with the pricing set forth in this Agreement and any applicable Statement of Work. In the case of the State increasing the number of Active Users at any time including at the anniversary of the Effective Date, the Fees for such added Active Users will be pro-rated on the back-end to reflect the remainder of the Term between the date of the addition and the end of the then-current Term.

Table 4: Implementation

Table 4A: Standard Enterprise Implementation Deliverables

Standard Enterprise Implementation Deliverables	Total Cost ($)	Holdback (20%)	Cost less Holdback	Total # of hours	Comments
System Readiness & Set Up	$7,500	$1,500	$6,000		Standard Learning Management System Enterprise Implementation Deliverables. See Preliminary Project Plan for further detail on project resources and Contractor deliverables.
Project Initiation	$12,500	$2,500	$10,000	150	
Discovery, Design & Planning	$12,500	$2,500	$10,000		
Execution & Acceptance Testing	$12,500	$2,500	$10,000		
Total Cost	**$45,000**	**$9,000**	**$36,000**		

Table 4B: Technical Projects

Technical Projects	Total Cost ($)	Holdback (20%)	Cost Less Holdback	Comments
1. Custom Login Page	$2,000	$400	$1,600	Create a Custom Login Page following State's design and layout according to Contractor-provided design guidelines and templates.
2. Virtual Classroom Integration	$20,000	$4,000	$16,000	Integration of one (1) of the following Contractor-supported Virtual Training providers with Contractor's Instructor-Led training module: • WebEx; • Live Meeting; • Adobe Connect; • GoToMeeting.
3. Inbound Data Feed-OU/Users	$15,000	$3,000	$12,000	Integration with data from State's system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets: • User Profile and Organizational Unit (OU) data
4. Inbound Data Feed-Learning	$15,000	$3,000	$12,000	Integration with State's system enabling automated population of Learning Management data via a scheduled Inbound Data Feed (IDF) of the following data sets: • Course completion data to user transcript record
5. Outbound Data Feed-Learning	$15,000	$3,000	$12,000	A scheduled Outbound Data Feed (ODF) to State FTP account of the following data sets: • Completed transcript training records
6. Learning Historical Data Load	$15,000	$3,000	$12,000	Migration of learning system data from Pathlore system to the Contractor portal. Migrated data includes the following data types: • User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)
7. Learning Historical Data Load	$15,000	$3,000	$12,000	Migration of learning system data from Omni Track Plus system to the Contractor portal. Migrated data includes the following data types: • User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)
8. Master Data Load-Learning	$4,000	$800	$3,200	Migration of master system data to the Contractor portal. Migrated data includes the following data types: • E-learning courses in SCORM or AICC format only up to a maximum of 1,000 courses • Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials • Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, m4v format or URL from YouTube), including up to a maximum of 1,000 videos

				• Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams
9. Single Sign On Standard	$10,000	$2,000	$8,000	Single Sign On (SSO) is a feature that allows State users to seamlessly login to the State's Portal without entering an ID and PW. Creating this feature involves developing a program on the CSOD side, and a program on the State side. These programs communicate with each other when a user clicks a link or an icon to get into CSOD, passing the Identity of the user and an encrypted key to allow for the user to enter.
Total Cost	**$111,000**	**$22,200**	**$88,800**	

Implementation costs do not depend on the number of users. See Preliminary Project Plan for detailed tasks, deliverables, and assumptions related to Standard Enterprise Implementation Deliverables and Technical Projects.

Table 5: Training and Documentation

Training cost and Documentation	Cost ($)	Holdback (20%)	Cost less Holdback	Comments
Train the Trainer Sessions	$4,000	$800	$3,200	Two day onsite "Train the Trainer" Sessions for up to 25 State-designated persons.
Train the Trainer Documentation	Included	N/A	N/A	
Technical Training Sessions	$4,000	$800	$3,200	Two day onsite "Technical Training" sessions for up to 5 State-designated persons.
Technical Training Documentation	Included	N/A	N/A	
System Administration Training Sessions	$4,000	$800	$3,200	Two day onsite "System Administration" sessions for up to 10 State-designated persons.
System Administration Training Documentation	Included	N/A	N/A	
Cornerstone Learning Cloud Basic Training	Included	N/A	N/A	Basic eLearning training is included as part of the fee for access to Client Success Center. See Cost Table 3 for pricing.
Total Cost	**$12,000**	**$2,400**	**$9,600**	

Table 6: Software Maintenance and Support

Cost Categories	Maintenance Costs & Help Desk Support (8AM-8PM EST Mon-Friday)	Maintenance Costs & Help Desk Support (24hr Mon-Friday) **(OPTIONAL)**	Comments
Software Maintenance, Help Desk Support, Hosting	**Professional Support**	**Premier Support**	Please see tables below describing Maintenance Costs & Help Desk Support Options.
First Year (after 90 day warranty)	Included	$25,000	
Second Year	Included	$25,000	
Third Year	Included	$25,000	
Fourth Year	Included	$25,000	
Fifth Year	Included	$25,000	
Total Cost (Base Years)	**$0**	**$125,000**	
Sixth Year (Option Year)	Included	$25,000	Optional year costs not included in Table 2 (Summary Cost Table)
Seventh Year (Option Year)	Included	$25,000	
Total Cost (Option Years)	**$0**	**$175,000**	

Table 6A: Professional Support Package

Support Features	Comments
Live Phone Support	8AM - 8PM Monday-Friday in your time zone. Excluding holidays and office closures. Clients with Named Lead Administrators in multiple time zones will select a single anchor time zone.
Named Lead Administrators	Up to 55 individual administrators that may contact Cornerstone Global Care, including 20 "super lead administrators".
Online Support and Knowledge Base	Access to Cornerstone Global Care self-service resources is available 24/7 through the web interface within the Cornerstone application.
Case Management Tools	Included, via 24/7 self-service portal
Cornerstone Success Center Community	Included, via 24/7 self-service portal
Service Levels	Standard, as set forth in Contractor's Service Level Agreement.

Table 6B: Premier Support Package

Support Features	Comments
Live Phone Support	24 hours a day Monday-Friday in your time zone. Excluding holidays and office closures. Clients with Named Lead Administrators in multiple time zones will select a single anchor time zone.
Named Lead Administrators	Up to 55 individual administrators that may contact Cornerstone Global Care, including 20 "super lead administrators".
Online Support and Knowledge Base	Access to Cornerstone Global Care self-service resources is available 24/7 through the web interface within the Cornerstone application.
Case Management Tools	Included, via 24/7 self-service portal
Cornerstone Success Center Community	Included, via 24/7 self-service portal
Service Levels	Enhanced, as set forth in Contractor's Service Level Agreement.
Optimization Health check	Two (2) workshops per year included (up to 8 hours per Health check).
Quarterly Business Review	Included, conducted by your Account Manager once per quarter. This is a management- level discussion to holistically review how we're meeting your organization's objectives and to identify areas to mutually optimize our partnership.

Support Performance Scorecard	Published quarterly and jointly reviewed during the Business Review.

Table 7: Labor Rates for Optional Bank of Hours

Staffing Category	Firm Fixed Hourly Rate	Number of Hours each Staffing Category available during Initial Term	Extended Price
1. Business Consultant	$190		Will depend on actual usage
2. Implementation	$190		Will depend on actual usage
3. Training Consultant	$190		Will depend on actual usage
4. Outsourced	$190		Will depend on actual usage
5. Engagement Manager	$190		Will depend on actual usage
Reserved Bank of Hours Estimated Cost		**Up to 500 aggregate hours**	**Up to $95,000**

NOTES:

Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. “Estimated Hours” and “Extended Price” are non-binding.

The State intends to establish funding for **up to 500 optional Services hours** over the five year life of the application for development. The State may, in its sole discretion, utilize the Staffing Categories in any combination of hours, provided the aggregate number of hours for all Staffing Categories used does not exceed 500. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.

The Contractor will utilize the fully loaded hourly rates to arrive at a firm fixed price for responses to separate statements of work for additional training and enhancements.

The parties may utilize these hours only after following the process outlined in **Contract Sections 2.2 and 2.3** and **SOW Section 1.403**.

*The Outsourced Administrator (OA) is a Contractor resource the State may use to perform tasks the State would otherwise perform in-house. A representative, though not exclusive, list of tasks and responsibilities that may be performed by the OA is detailed in **Schedule H** in the table entitled **Managed Services – Outsourced Administration (OA)**.

Schedule H – Preliminary Project Plan

Contractor has provided this Preliminary Project Plan.

SYSTEM READINESS SET-UP

The system-readiness process and the corresponding deliverables provided by Contractor are documented below. System Readiness Set-up takes approximately 10 business days in duration and is performed remotely by Contractor.

Phase	Contractor Deliverable

System Readiness Set-up	• Deliver welcome email, which includes Client Success Center access credentials
	• Deliver access to online administrator training courses
	• Activate State portals (live, pilot, stage)
	  ◦ Create State administrator user login
	  ◦ Complete basic configuration tasks
	  ▪ Configure default preferences
	  ▪ Create Organization Units
	  ▪ Configure initial security roles
	  System Administrator roles
	  Default role for every user in the system
	  Manager role
	  Cost Center Approver
	  ◦ Configure initial branding
	  ◦ Activate purchased functionality
	• Deliver access credentials to portals
	• Set-up State in MySuccess
	• Set-up State in Contractor operational systems

Timeline and Delivery

The end of the System Readiness Set-up phase is defined as the completion of the above deliverables. Acceptance of the deliverables will be in accordance with the Agreement. At the end of the System Readiness Set-up phase, the Software is ready for use by State.

PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Each phase overlaps and may require a shifting of hours among phases based on State's processes. The project lifecycle may be repeated for each additional module and/or cloud.

Phase	Estimated	Contractor Resources	State Resources
Project Initiation	1-2 Weeks	• Implementation Consultant • Engagement Manager	• Project Manager • Core Project Team • Business Process Owners
Requirements Documentation	1-2 Weeks	• Implementation Consultant	• Project Manager • Core Project Team • Business Process Owners
Discovery & Planning	2-4 Weeks	• Implementation Consultant • Integration Consultant • Education Services Consultant	• Project Manager • Core Project Team • Business Process Owners • Technical Resources
Design	2-4 Weeks	• Implementation Consultant • Client Success Manager • Integration Consultant	• Project Manager • Core Project Team • Business Process Owners • Technical Resources
Execution	2-4 Weeks	• Implementation Consultant • Integration Consultant	• Project Manager • Core Project Team • Business Line Admins • Technical Resources
Acceptance Testing	1-2 Weeks	• Implementation Consultant • Client Success Manager	• Project Manager • Core Project Team • Business Process Owners • Group of Key Process Users
Project Management	Project Lifecycle	• Implementation Consultant	• Project Manager
Change Management	1-2 Weeks	• Implementation Consultant	• Project Manager • Change Management Resource • Key Stakeholders

PROJECT ROLES

The Contractor and State roles and responsibilities for the Implementation Services are described below.

Contractor Roles		State Roles	
Executive Sponsor	• Endorse the solution • Serve as the relationship manager for State • Monitor project status and ensure resource commitments are met • Resolve high level issues / risks	**Executive Champion**	• Endorse the solution • Serve as the relationship manager for Contractor • Monitor project status and ensure resource commitments are met • Approve the rollout plan • Resolve high level issues / risks
Implementation Consultant	• Manage project tasks, staffing, and milestones • Ensure completion of project deliverables • Manage issues and resolutions	**Project Manager**	• Co-manage project staffing and milestones • Ensure completion of project deliverables • Manage the rollout plan
Integration Consultant	• Ensure portal creation • Assist design and data flows • Process data feed files and data integrations	**Technical Resources**	• Unit test all integrations • Complete single sign on • Provide legacy system data extracts • Transform data to agreed formatting
Education Services Consultant	• Create the administrator training agenda • Deliver administrator training to State	**System Administrator(s)**	• Become self-sufficient in product administration • Own configuration changes after the Implementation Services are completed • Serve as a primary point of contact for Contractor product support team
Subject Matter Experts (SMEs)	• Provide business process expertise • Provide input on issues or risks	**Process Owners**	• Provide business unit specific knowledge regarding data and roll-out requirements • Participate in configuration reviews • Participate in acceptance testing
Client Success Manager	• Understanding business requirements for State configuration decisions • Endorse the solution • Receive hand-off from implementation • Ensure on-going relationship management	**Change Management**	• Manage change management and communication plans • Train end users

IMPLEMENTATION SERVICES

The Scope of Services outlined below provides a breakdown of the key components of the Standard Enterprise Implementation Services and the corresponding deliverables to be provided by Contractor and State.

Phase	Contractor Deliverables	State Deliverables
Project Initiation	• Confirm project scope with State project team • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Deliver discovery document and technical projects questionnaires • Schedule kickoff meeting to review State design decision points	• Assemble project team • Complete introductory training, pre-work, and discovery questionnaires • Provide branding / marketing requirements • Provide organization chart(s) to assist in designing Organization Unit (OU) structure • Provide measures of project success • Provides sample user profile record and definition • State content provider listing and courses • Document learning processes (approvals and evaluations) • Review and accept Contractor deliverables
Discovery & Planning	• Review State documentation • Create project plan for Implementation Services • Create meeting schedule for project lifecycle • Schedule instructor led training for system administrators • Complete remote kick-off meeting • Review technical projects in-scope	• Participate in remote kick-off meeting • Confirm project plan and meeting schedule • Complete discovery questionnaires • Provide use case scenarios to model recommended configuration • Review and accept Contractor deliverables

Design	• Contractor will configure pilot portal based on State requirements presented in discovery questionnaire
	• Complete onsite configuration workshop and workbook
	• Document decisions and remaining action items for :
	  ◦ Organizational unit and user data design
	  ◦ Global system preferences
	  ◦ Welcome Page configuration
	  ◦ Learning management preferences
	  ◦ Navigation tabs and links
	  ◦ Custom security roles matrix
	  ◦ Email management matrix
	• Documented technical projects:
	  ◦ Single Sign-On (SSO)
	  ◦ Inbound Data Feed – OU/user data
	  ◦ Custom Login Page
	  ◦ Virtual Training Integration
	  ◦ Inbound Data Feed(s)
	  ◦ Historical Data Upload(s)
	  ◦ Master Data Upload(s)
	• Conduct remote follow-up design sessions with State for remaining configuration decisions post configuration workshop
		• Complete onsite configuration workshop and workbook, documenting decisions for the following:
		  ◦ Global system preferences
		  ◦ Welcome Page configuration
		  ◦ Learning management preferences
		  ◦ Navigation tabs and links
		  ◦ Custom security roles matrix
		  ◦ Email management matrix update
		• Create corporate governance design and process
		• change models for centrally administered State preference options
		• Complete Custom Login Page workbook
		• Complete design specifications for technical projects:
		  ◦ Single Sign-On (SSO)
		  ◦ Inbound Data Feed – OU/user data
		  ◦ Custom Login Page
		  ◦ Virtual Training Integration
		  ◦ Inbound Data Feed(s)
		  ◦ Historical Data Upload(s)
		  ◦ Master Data Upload(s)
		• Complete remaining configuration decisions post
		• configuration workshop and document remaining

		design specifications • Review and accept Contractor deliverables

Phase	Contractor Deliverables	State Deliverables

Execution	• Configure sample data in pilot portal for **Learning Cloud**
	  ◦ Platform preferences, email triggers
	  ◦ eLearning (SCORM/AICC) content load (1 course) and one (1) survey example
	  ◦ One (1) instructor-led training example
	  ◦ One (1) Connect job requisition and template example
	  ◦ One (1) assessment question example
	  ◦ One (1) application workflow example
	  ◦ One (1) career community example
	• Deliver sample test scripts
	• Complete technical projects:
	  ◦ Single Sign-On (SSO)
	  ◦ Inbound Data Feed – OU/user data
	  ◦ Custom Login Page
	  ◦ Virtual Training Integration
	  ◦ Inbound Data Feed(s)
	  ◦ Historical Data Upload(s)
	• UnMaster Data Upload(s) it test system interfaces
		• Complete sample data and setup in live portal including:
		  ◦ Global Configurations – emails triggers, security roles, welcome page, preferences
		  ◦ Language translations, as necessary
		  ◦ Configuration of additional State security roles
		• Learning Cloud
		  ◦ Load eLearning course Content and materials
		  ◦ Load all required documents including curriculums, test and evaluations, ILT events and sessions,
		  ◦ instructors, facilities, and certifications
		  ◦ Test content launching, tracking, and completion
		• Complete and implement technical projects including:
		  ◦ Single Sign-On (SSO)
		  ◦ Inbound Data Feed – OU/user data
		  ◦ Custom Login Page
		  ◦ Virtual Training Integration
		  ◦ Inbound Data Feed(s)
		  ◦ Historical Data Upload(s)
		  ◦ Master Data Upload(s)
		• Test system interfaces end-to-end
		• Create customized acceptance test scripts
		• Maintain configuration workbook
		• Review and accept Contractor deliverables

Acceptance Testing	• Copy live portal to pilot portal
	• Deliver sample user acceptance testing assessment template
	• Update issue log, including defects
	• Provide coaching for configuration updates
	• Support State during testing and validation:
	  ◦ Triage (categorize and prioritize) reported issues and address prior to go-live
		• Validate data:
		  ◦ Single Sign-On (SSO)
		  ◦ Inbound Data Feed – OU/user data
		  ◦ Custom Login Page
		  ◦ Virtual Training Integration
		  ◦ Inbound Data Feed(s)
		  ◦ Historical Data Upload(s)
		  ◦ Master Data Upload(s)
		• Populate specific test data (tasks, users)
		• Create and complete State-specific test assessment template
		• Create and complete user acceptance test scripts
		• Update live portal configuration based on testing feedback
		• Review and accept Contractor deliverables

Project Management	• Manage implementation project plan • Manage Contractor resources • Provide weekly project status updates • Manage project issues and risks • Conduct Client Success Manager (CSM) and Global Product Support (GPS) transition meeting	• Provide project status updates • Provide updated issues and risks • Manage State resources • Facilitate communication throughout State organization
Change Management	• Provide Contractor executive sponsor • Provide sample communication and marketing templates	• Identify State executive champion • Define key stakeholder map and analysis • Create project marketing plan and collateral • Create project communication plan • Train end users

		• Execute communication and marketing plans

Custom Login Page (CLP). Corresponds to Cost Table 4B, Line 1.

Brief Summary

Create a Custom Login Page following State's design and layout according to Contractor-provided design guidelines and templates.

Tasks

- Contractor: Provide State with Contractor's Custom Login Page design templates
- Contractor: Lead State in Custom Login Page design workshops to review Custom Login Page process
- State: Create Custom Login design based on Contractor's Custom Login Page design templates
- Contractor: Create Custom Login Page in stage per State's design
- State: Review and indicate corrections to errors detected in stage portal
- Contractor: Reload corrected Custom Login Page as necessary in stage portal
- State: Review and approve Custom Login Page loaded to stage portal
- Contractor: Load Custom Login Page on pilot and live portals

Assumptions

- Utilizes Contractor's Custom Login Page design document template
- State will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
- State may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
- Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change request document. Change requests are reviewed and could result in additional charges to State.

Virtual Classroom Integration (vILT). Corresponds to Cost Table 4B, Line 2.

Brief Summary

Integration of one (1) of the following Contractor-supported Virtual Training providers with Contractor's Instructor-Led training module:

- WebEx; or
- Live Meeting; or
- Adobe Connect; or
- GoToMeeting.

Tasks

- Contractor: Conduct project kick-off
- Contractor: Deliver questionnaire kick-off template
- Contractor: Lead State in Virtual Classroom Integration workshop to review process and support the functional decisions of the State
- State: Complete questionnaire that includes account information for vILT provider account, as follows:
  - Enabled for URL and XML APIs
  - Site ID
  - Partner ID
  - Username and password
  - Create administrator account (WebEx Only)

Virtual Classroom Integration (vILT). Corresponds to Cost Table 4B, Line 2.

- State: Provide names of instructors to be associated to the WebEx provider (WebEx only)
- Contractor: Create provider and links to third party provider in the Contractor application
- Contractor: Conduct quality assurance and integration testing
- Contractor: Replicate integration on live and pilot portals (WebEx to live only)

Assumptions

- Integration between Contractor's Instructor Led Training (ILT) module and the third party virtual training tools has clearly defined features and functionality based on the vendor's product as documented in the Cornerstone Virtual Training Integration specifications
- Virtual training vendor account fees and support are the responsibility of the State
- Administrative accounts cannot change after integration is in place

Inbound Data Feed – User/Organizational Unit (IDF User/OU). Corresponds to Cost Table 4B, Line 3.

Brief Summary

Integration with data from State's system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets:

- User Profile data
- Organizational Unit (OU) data

Tasks

- Contractor: Provide State with the Contractor standard Inbound Data Feed of User/OU (IDF User/OU) design document and template
- Contractor: Lead State in IDF User/OU workshop to review data feed process and support the functional decisions of State
- Contractor: Create IDF User/OU design document for State
- State: Sign off on IDF User/OU design document
- State: Load files on pilot FTP folder for load, complying with Contractor's formatting requirements
- Contractor: Schedule IDF User/OU to run in pilot portal on a regular basis to allow testing by State
- Contractor: Email the pilot portal IDF User/OU log file to identify load errors, after each load attempt
- State: Review, update, and sign off the IDF User/OU process in pilot portal
- State: Load files on live FTP folder for load, complying with Contractor's formatting requirements
- Contractor: Schedule and automate IDF User/OU in live portal
- Contractor: Email the live IDF User/OU log file to identify load errors, after each load attempt
- State: Review, update, and sign off on the IDF User/OU process in live portal

Assumptions

- State utilizes Contractor standard IDF User/OU design document and template for all data types
- State is responsible for uniquely identifying records across all data types
- All data records referencing user data are by user's unique identifier value (UserID)
- State has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- State will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF User/OU design document. All mandatory data fields must be populated for all records
- State is responsible for properly validating data and identifying any errors prior to signing off on feed in live portal

Inbound Data Feed – User/Organizational Unit (IDF User/OU). Corresponds to Cost Table 4B, Line 3.

- State acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to State
- Any changes following State signoff will require a work order or SOW submission

Inbound Data Feed – Learning Data. Corresponds to Cost Table 4B, Line 4

Brief Summary

Integration with State's system enabling automated population of Learning Management data via a scheduled Inbound Data Feed (IDF) of the following data sets:

- Course completion data to user transcript record

Tasks

- Contractor: Provide State with the Contractor standard Inbound Data Feed design document and template
- Contractor: Lead State in design decisions and support the functional decisions of the State
- Contractor: Create IDF design document for State
- State: Sign-off on IDF design document
- State: Extract data from legacy source system in format defined by design document
- State: Transfer files to pilot FTP folder
- Contractor: Schedule IDF to run in pilot portal on a regular basis to allow testing by State
- Contractor: Email the pilot IDF file to identify load errors, after each load attempt
- State: Review, update and sign-off the IDF in pilot Portal
- State: Transfer files to live FTP folder
- Contractor: Schedule and automate IDF in live portal
- Contractor: Email the live IDF log file to identify load errors, after each load attempt
- State: Review, update and sign-off on the IDF process in live Portal

Assumptions

- Learning content as required is loaded into Software prior to and separate from this transcript feed process; Design may also account for a transcript record with no corresponding link to real content in Software (e.g., a reporting only record)
- State utilizes Software's standard IDF design document and template for all data types
- State is responsible for uniquely identifying records across all data types
- All data records referencing User data does so by user's unique identifier value (UserID)
- State has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- State will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF design document. All required (mandatory) data fields must be populated for all records
- State is responsible for properly validating IDF and identifying any errors prior to signing-off on feed in live portal
- State acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the State
- Any changes following State sign-off will require a work order or SOW submission

Outbound Data Feed – Learning (ODFL). Corresponds to Cost Table 4B, Line 5.

Brief Summary

A scheduled Outbound Data Feed (ODF) to State FTP account of the following data sets:

- Completed transcript training records

Tasks

- Contractor: Provide State with the Software's standard ODF design document template
- Contractor: Lead the State in ODF workshops to review data process and support the functional decisions of the State
- Contractor: Create ODF design document for State
- State: Sign-off on ODF design document
- Contractor: Schedules ODF to run in pilot portal on a regular basis to allow testing by State
- State: Process data file from FTP server into target system
- State: Review and identify any errors detected in the ODF process
- Contractor: Produce corrected files as necessary in pilot portal(up-to 3 iterations per data type)
- State: Review and approve ODF in pilot portal
- Contractor: Schedule and automate ODF in live portal based on State's request

Assumptions

- Utilizes Software's standard ODF design document template for all data types
- Contractor and State will validate/iterate the data file(s) up to 3 times
- 3-iterations of exports are for the purposes of correcting errors and all 3 may not be required
- State has skilled software resources that can process data into target system
- State will perform all data file parsing, if necessary, to distribute data to multiple target systems
- State is responsible for properly validating ODF and identifying any errors prior to signing-off on feed in live portal
- State acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the State
- Any changes following State sign-off will require a work order or SOW submission

Historical Data Load – Learning (HDLL). Corresponds to Cost Table 4B, Lines 6 and 7.

Brief Summary

Migration of learning system data from the legacy Pathlore and Omni Track Plus systems to the Software's portal. Migrated data includes the following data types:

- User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)

Tasks

- Contractor: Provide State with the Software's standard data design document template
- Contractor: Lead State in data loading workshops to review data load process and support the functional decisions of State
- Contractor: Create data design document for State
- State: Sign off on data design document
- State: Prepare files per approved data design template provided by Contractor
- Contractor: Load files into the pilot portal system
- State: Review and correct any errors detected in the data load process
- Contractor: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)

Historical Data Load – Learning (HDLL). Corresponds to Cost Table 4B, Lines 6 and 7.

- State: Review and approve data loaded to pilot portal
- Contractor: Load data on live portal

Assumptions

- Utilizes Software's data design template
- All data loads referencing user data does so by a common unique identifier
- State is responsible for providing unique records per data type
- State has the ability to transform data to the format(s) defined by the Software's data design template
- State has skilled software resources that can extract master data from source systems
- State will perform all data file consolidations by data type defined above
- Maximum of three (3) iterations of loads by data type for the purpose of correcting errors

Master Data Load – Learning (MDLL). Corresponds to Cost Table 4B, Line 8.

Brief Summary

Migration of master system data to the Software's portal. Migrated data includes the following data types:

- E-learning courses in SCORM or AICC format only:up to a maximum of 1,000 courses
- Materials (documents including .pdf, .docx, .xlsx,.pptx; other assets including .bmp, .jpg,.gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials
- Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube), including up to a maximum of 1,000 videos
- Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams

Tasks

- Contractor: Provide State with the Software's standard data design document template
- Contractor: Lead State in data loading workshops to review data load process and support the functional decisions of State
- Contractor: Create data design document for State
- State: Sign off on data design document
- State: Prepare files for loading by Contractor integration consultant
- Contractor: Load files into the pilot portal system
- State: Review and correct any errors detected in the upload process
- Contractor: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
- State: Review and approve data loaded to pilot portal
- Contractor: Load data on live portal

Assumptions

- Utilize Software's standard data design document template for all data types
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
- All data records referencing user data does so by user's unique identifier value (UserID)
- State is responsible for uniquely identifying records across all data types
- State has skilled software resources that can extract master data from source systems
- State has the ability to transform data to the format(s) defined by State-approved data design document
- State will perform all data file consolidations necessary by data type defined above

Master Data Load – Learning (MDLL). Corresponds to Cost Table 4B, Line 8.

- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0. Corresponds to Cost Table 4B, Line 9.

Brief Summary
Contractor to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to State's Software Portal:
- AES Encrypted
- SAML 1.1
- SAML 2.0

Tasks
- Contractor: Provide State with the Software's SSO Technical Documentation
- Contractor: Lead the State in SSO workshops to review SSO process and support the functional decisions of the State
- **AES Encrypted Single Sign On (SSO)**
  - Contractor: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
  - Contractor: Provide the AES end point URLs to the State
  - State: Populate, encrypt and post the token as per Contractor requirements
  - State: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
  - State: Deploy, test and sign off the AES Encrypted SSO in Live Portal
- **SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)**
  - State: Provide:
    - Base64 encoded – X.509 public Certificate (.crt, .cer)
    - Base64 encoded sample SAML Response Assertion (.txt)
  - Contractor: Configure State's Pilot Portal with SSO SAML 1.1 OR 2.0
  - State: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
  - Contractor: Configure State's Live Portal with SSO SAML 1.1 OR 2.0
  - State: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal

Assumptions
- State utilizes Software's standard SSO Design Specifications and complies to Contractor requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.
- Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. State is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
- AES Encrypted Single Sign On (SSO)
  - State has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
  - State has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Software's SSO SAML V1.1 OR 2.0
- SAML V 1.1 OR 2.0 Single Sign On (SSO)
  - State will transfer the Assertion and Certification files to Contractor as per Contractor requirements defined on design specification document and will only transfer them through FTP folder (not email)
  - The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0. Corresponds to Cost Table 4B, Line 9.

- State acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the State
- Any changes following State signoff will require a Work Order or SOW submission

Managed Services – Outsourced Administration (OA) – State-side Configuration Consultant. Corresponds to Cost Table 7, Line 4.

Brief Summary

Upon request at the State's sole discretion and after executing a written Change Notice in accordance with **Contract Sections 2.2 and 2.3**, the OA may be directed by the State to perform some (not all) of the State-owned tasks and deliverables listed in the Configuration Support Services Section of an Additional Configuration Support Services SOW during Implementation. After Go-Live, the OA may perform general administration of the Cornerstone Integrated Talent Management system as directed by the State.

Responsibilities

The following is a representative, though not exclusive, list of tasks and responsibilities that may be performed by the OA:

- Review and confirm all project tasks, deadlines and project milestones in order to meet critical due dates
- Participate in co-configuration sessions with Contractor and document decisions in Configuration Workbook
- Define individual timelines and how to accomplish each phase
- Provide weekly (and ad hoc as needed) work direction and calibration with Build Team leaders and Project Managers
- Ongoing assessment of work and recommendations as each portion is accomplished
- Set-up, pilot and test tasks for State Management review
- Participate on testing team
- Provide trouble shooting and hands-on help when needed
- Participate in the review / validation of system configuration, provide feedback and complete adjustments
- Provide expertise and best practices related to build process, implementation and standard operating procedures
- Set-up / Administer :
  - Global Configurations – emails triggers, security roles, welcome page, language translations, as necessary
  - Cloud Configuration Support (to be determined during Project Kick Off Phase) - Preferences, Templates, Tasks, Dashboards, Reports
- Serve as a State Administrator

Assumptions

- The OA project has been scoped for a total of XX hours, delivered as XX-XX hours per week for approximately X – Y weeks.
- Outsourced Administration is a remote function, as such will be delivered remotely, unless otherwise specified in writing by Contractor and State.
- All time shall be tracked by OA and reported to State monthly. The total work effort may not exceed the total number of hours purchased above.
- OA shall not be required to work more than ten (10) hours per day or on any weekends or state

Managed Services – Outsourced Administration (OA) – State-side Configuration Consultant.
Corresponds to Cost Table 7, Line 4.

holidays unless mutually agreed upon between State and OA.

- Contractor will be responsible to safeguard any computers, emails accounts, or any other State materials issued to the OA by State for use by the OA while performing services hereunder and will adhere to State's acceptable use policies then in effect.

State Administrator Responsibilities
Client Administrators ("CAs") are designated by the State to administer the Contractor solution within the constraints set by the business and managed through Security Roles, Permissions and Constraints. The State shall establish an internal protocol and procedure for identifying, training, supporting and managing CAs. CAs shall be trained and certified by the State (or by Contractor as a chargeable service at the request of the State) in order to perform their administrative duties. The following are the CAs' key responsibilities:

- Perform administrative activities in support of the State's business processes that are enabled by the Contractor solution
- Participate in the release management process, including User Acceptance Testing, to ensure understanding of new functionality being introduced into the solution
- Communicate key information regarding the Contractor solution (e.g., planned downtime, release information, etc.) to the appropriate stakeholders within the State's business according to the standard operating procedures defined by the State
- Leverage knowledge assets available to support the effective use of the solution such as online help, the Cornerstone Client Success Center, etc.
- Request support by assisting with Cases as required from the Cornerstone Global Customer Care team; complete the required process prior to submitting and provide accurate and complete information in the submission; and provide additional information as requested by Contractor in a timely manner
- Confirm that any defects reported by the State and planned to be included in the release are validated and the respective case(s) are closed
- Any changes following State signoff will be handled in accordance with **Contract Sections 2.2 and 2.3**

TIMELINE AND DELIVERY

The Implementation Services will take approximately 90-120 business days in duration and will be conducted remotely by Contractor, except for any outside services so expressly identified herein. Contractor delays will NOT require an SOW addendum or result in additional expense to State.

The end of the Implementation Services is defined as the completion of the above Contractor deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

ASSUMPTIONS AND STATE OBLIGATIONS

In order for Contractor to provide the Services outlined in this Statement of Work, State shall provide the necessary resources to fulfill the obligations listed below:

Project Specific

- State will provide defined processes for
  - Learning

- State will document or provide functional requirements
  - State will utilize the Software's course publisher to upload online content to the portal. All State content is SCORM v1.2 or AICC v3.5 compliant
  - State is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Software's portal.
- State is solely responsible for testing all processes during the UAT phase
- Any Historical Data Load (HDL) or Data Migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document
- Requests for application code changes are out of scope
- Retire State pilot portal within 60 days after implementation; stage and live portals to remain for the term
- The Configuration Workshop is to determine the overall configuration decisions on workflow and set-up of the system. Contractor will complete and provide to the State a Configuration Workbook documenting the configuration decisions made, the outstanding decisions to be made and the configuration tasks to be completed. Follow-up meetings will occur to assist State with the remaining configuration decisions. The Workbook will document all decisions. Contractor will complete 2 versions: 1. Initial: following all design sessions 2. Final: post-UAT.
- Contractor will provide the final Configuration Workbook in Word to State. State can continue to update it post-delivery of completed Workbook
- Except where otherwise stated or agreed by the parties, Contractor's obligation to perform an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by State; (ii) if State does not commence the project, one year from the purchase date; or (iii) if State commences the project but subsequently does not proceed with the project, six (6) months from the date State ceased working on the project.

Schedule I – Recommended Equipment Specifications

As a SaaS application, there are no hardware requirements. The State will neither maintain the software nor provide network administration. In the on-demand delivery model, there are no requirements for server-side resources and minimal requirements for end users.

Minimum Desktop Requirements

Computer: Minimum 512MB of RAM, 900 MHz Processor. Soundcard required only for courses delivered in audio.

Browser Versions Supported: Internet Explorer 7 and above, Firefox 3 and above, Safari 3 and above, Opera 11 and above, and Google Chrome.

Browser compatibility Settings and Security Requirements: Contractor does NOT require any specific compatibility settings aside from:

- Support for Secured Socket Layer (SSL) (Must support 128 bit SSL encryption).
- Cookies and JavaScript are required to be enabled.

Display Resolution: A resolution of 1024x768 or higher is recommended.

Display Color: Minimum color quality requirement is 16 bit; optimal is 32 bit.

Network and Connectivity: Minimum is 128 kbps; 256 kbps or higher is recommended.

Plug-ins: The Performance and Succession Platforms require Adobe Acrobat Reader to view reports that export to PDF. Adobe Acrobat Reader is also required to view training completion certificates. Additional plug-ins may need to be enabled for users to access e-learning courses hosted on Software, such as Shockwave, Java, etc.

Mobile Device Support

Native mobile applications are available on devices running iOS 5 and above, and Android 3.3 and above. Additionally, Software is mobile browser accessible via native browsers in Windows Phone 8 and above, iOS 5 and above, and Android 3.3 and above.

Accessibility

The Software system is compliant with Section 508 of the Rehabilitation Act of 1973 as certified by Criterion 508 Solutions, Inc., an independent Section 508 auditor. This ensures that all user features are accessible to people with disabilities.

Schedule J – Support Package and Service Level Agreement

PROFESSIONAL SUPPORT PACKAGE – ENTERPRISE

INCLUDED FEATURES:

Support feature	Description
Live Support	24/5/365
Named Supported Administrators	Up to 5 individually named administrators who may contact Cornerstone Global Product Support.
Service Levels	Standard, as set forth in Cornerstone's Service Level Agreement
Online Support and Knowledge Base	Access to Cornerstone Global Product Support self-service resources is available 24/7 through the web interface within the Cornerstone application.
Case Management Tools	Included, via 24/7 self-service portal.
Cornerstone Success Center Community	Included, via 24/7 self-service portal.

SERVICE LEVEL AGREEMENT (STANDARD)

This Service Level Agreement is subject to the terms and conditions of State's agreement with Contractor (the "Agreement"), and does not become operative until State has signed off on Implementation and State's portal is live on Contractor's production environment. For clarity, this Service Level Agreement applies only to "live" portals.

DEFECTS
A "Defect" is a technical defect with the Software and/or those portions of software integrations within Contractor's control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Contractor, subject to the following definitions and parameters.

Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Contractor URL produces no results, or (ii) State's authorized users cannot log in to Contractor's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
Initial Notification	One (1) hour via an Incident Report	
Status Updates	Every two (2) hours until resolution or as indicated in the Incident Report	
Resolution	Twelve (12) hours	Twenty-four (24) hours

Remedy	In the event that Contractor has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Contractor has not so complied, State shall be entitled, as its sole and exclusive remedy therefor, to a credit against State's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement. For clarity, the sole and exclusive remedy will not be interpreted to negate other remedies available to the State for breaches unrelated to Resolution times.

Minor Defects

- **Severity 3 (S3):** A Defect in one or more application features.

For "Severity 3" Defects, State determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by State at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1 =** A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. “I get mad whenever I think about it not working.” *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*
- **Priority 2 =** A feature that is annoying when it doesn’t work, but multiple users are not prevented from progressing with important tasks. A work-around exists. “I get annoyed but can deal with it not working.” *An example: Users' transcripts do not accurately reflect course completions. A temporary work-around is available via Software manually running reports for the State to access this data.*
- **Priority 3 =** A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. “I can deal with it.” *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
Case Generation	Upon submission		
Diagnosis/ Validation	Four (4) days	Six (6) business days	Twenty-one (21) business days
Status Updates	Available 24/7 via MySuccess		
Resolution	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
Escalation	A State business stakeholder (i.e., not a Client administrator) may escalate an S3/P1 defect to the Global Product Support Manager with a written statement of business impact relating to the Defect. Contractor may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.	N/A	N/A
Remedy	In the event that Contractor has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then State shall give Contractor prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Contractor still has not resolved the problem, then State shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit** against State's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement. For clarity, the sole and exclusive remedy will not be interpreted to negate other remedies available to the State for breaches unrelated to Resolution times.		N/A

GENERAL QUERIES

Contractor will endeavor to respond to all general queries about the application within one (1) business day.

OFFLINE PLAYER AND MOBILE SUPPORT

For Offline Player, Contractor support is limited to **troubleshooting one model PC in State's environment that meets the minimum technical requirements specified by Contractor** (requirements available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should State desire troubleshooting assistance with issues other than on the model PC, Contractor may be available to provide support services for an additional fee. State agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

Contractor will periodically release new versions of Offline Player and its mobile applications. Accordingly, technical support will be available for the then-current version and immediate prior version only. In addition, if a code change or update is required to resolve an issue, State may be required to upgrade to the then-current version. State's primary administrator is responsible for ensuring that the Offline Player and mobile applications are kept up-to-date, including applying available software updates.

SOFTWARE AVAILABILITY

Contractor will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Contractor has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability below 99.5%, State will be entitled, as its sole and exclusive remedy therefor, to a credit** against State's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement. For clarity, the sole and exclusive remedy will not be interpreted to negate other remedies available to the State for breaches unrelated to Availability.

**To claim a credit, State must submit a credit request within thirty (30) days of the event giving rise to a credit. Upon receiving the request, Contractor shall have five (5) business days to respond.

Schedule K – Business Continuity and Disaster Recovery Plan

In order to protect Contractor's confidential proprietary information from competitors, Contractor does not publicly disseminate its Business Continuity and Disaster Recovery Plan. Contractor has provided and will continuously provide the State access to view its Business Continuity and Disaster Recovery Plan via an agreed secured access-only location. Nevertheless, Contractor's Business Continuity and Disaster Recovery Plan is incorporated herein and made a part of this Agreement by this reference.