

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

**NOTICE
 OF
 CONTRACT NO. 071B5500058**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Starboard Consulting, LLC 2170 West State Road 434, Suite 124 Longwood, FL 32779	Gerry Schoonmaker	gschoonmaker@starboard-consulting.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(407) 392-3183 Office (941)662-8679 Cell	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DNR Planning Section	Dan Lord	(517) 284-6113	LordD1@michigan.gov
BUYER:	DTMB Procurement	Christine Mitchell	(517) 284-7020	mitchellc4@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Consulting Services – Maximo Requirements Analysis, Implementation and Support			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	December 31, 2014	December 30, 2017	3, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$173,810.00; (AdBd approval obtained for \$601,450.00 in the event of exercise of options)	

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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007114B0002847. Orders for delivery will be issued through the issuance of a Purchase Order Form.

Notice of Contract #: 071B5500058

FOR THE CONTRACTOR:

FOR THE STATE:

Firm Name

Signature

Authorized Agent Signature

William Pemble, IT Division Director

Name/Title

Karen A. Buck, Executive Director

DTMB Procurement

Authorized Agent (Print or Type)

Enter Name of Agency

Date

Date



STATE OF MICHIGAN

Contract No. 071B5500058
DNR Asset Management Pilot, Maximo Consultant Services

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

Background

The Parks and Recreation Division (PRD) of the Department of Natural Resources (DNR) is responsible for the management of a park system valued at over \$1 billion dollars and includes:

- Over 350,000 acres of land
- 102 State Parks & Recreation Areas
- Over 800 boating access sites
- 16 state harbors
- 1000 miles of roads
- 12,000 miles of trails
- Year round staff of _____
- Seasonal staff of _____

To date the Parks and Recreation Division (PRD) has utilized a range of separate databases to manage their assets, work items, materials, etc. and are looking to evolve our system to be more streamlined and efficient through the Maximo format in order to make more informed decisions. PRD is proceeding with a pilot project focusing on 8 facility locations (state parks or recreation areas), associated data and involved staff, before launching into a larger, system-wide effort. Some of PRD's primary goals for implementing this project include:

- Evaluate legacy applications, data management and document forms and make consolidation recommendations for streamlined management through proper Maximo configuration
- Determining key performance indicators going forward
- Review and update existing asset categories for a streamlined focus
- Convert / evolve work item requests to work orders that are prioritized assigned & executed
- Collecting data metrics to evaluate operations for planned maintenance
- Collecting data metrics to evaluate physical assets and develop prioritization criteria that could be applied on a categorical bases
- Standardize preventative maintenance procedures and track compliance
- Be able to evaluate data / metrics with not only how we're spending our time but are our fee structures inline to support that amount of time spent
- Be able to achieve a better balance between preventative maintenance budget and capital improvement budget
- Have the ability to schedule and monitor work flow for best practices
- Have the ability to evaluate the organizational structure and operating models (staffing models, geographical distribution, etc)

The Parks and Recreation Division would like to pilot a group of (8) DNR facilities using Maximo licenses (software) under the State of Michigan (SOM) contract with IBM (contract #071B1300071). Department of Technology Management and Budget (DTMB) will be utilized for assistance with the data migration from the current identified databases (IMA, WIP, Building Facility Inventory), hosting and also associated database architecture to consider future exports to public facing sites such as search engines, park websites and maps as well as hosting software on dedicated State of Michigan servers.

In the event the pilot is successful, and the plan and rates proposed by the Contractor for system wide rollout are acceptable; the state reserves the right to utilize these services to complete implementation Statewide. In the event this option is exercised, the state would prefer consistency with the assigned key personnel.



I. State Technology Standards, Methods, Policies and Guidelines

All services and products provided through this Contract must comply with all applicable State IT procedures, policies and standards in effect at the time the RFP was issued. The Contractor must request any exception to State IT policies and standards in accordance with DTMB processes. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception.

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

Strategic Plan	http://www.michigan.gov/itstrategicplan
Enterprise Policies, Procedures and Product Standards	<ul style="list-style-type: none"> http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html
IT eMichigan Web Development Standard Tools	http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf
Enterprise IT Security Policy and Procedures:	<ul style="list-style-type: none"> http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG http://www.michigan.gov/cybersecurity
Contractors must follow the State's Unified Information Technology Environment (SUITE) methodology	http://michigan.gov/suite
Payment Card Industry Data Security Standards (PCI DSS)	https://www.pcisecuritystandards.org/

Contractors must keep in mind that any such recommendations must adhere to open industry standards; that is, they must not be based on vendor-proprietary solutions or products. Any changes must be approved, in writing, by the State's Project Manager and DTMB, before work may proceed based on the changed 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.

Contract's Response:

Contractor understands and intends to comply with the guidelines as listed by PRD DNR including:

- Enterprise Policies, Procedures and Product Standards
- IT eMichigan Web Development Standard Tools
- Enterprise IT Security Policy and Procedures:
- Contractors must follow the State's Unified Information Technology Environment (SUITE) methodology
- Payment Card Industry Data Security Standards (PCI DSS)

1.1 Requirements

PROJECT OBJECTIVE:

The objective of this Contract is to partner with a company with considerable expertise in asset management and in-depth working knowledge of Maximo software to assist the Michigan DNR with implementing a pilot program for use of the enterprise asset management system, Maximo. The DNR wishes to use Maximo to manage including but not limited to: core assets, work, and facility management of at least eight (8) State of Michigan Parks initially, with future plans, should the pilot be deemed successful, of expanding its use to DNR facilities state-wide. For the purposes of this project only the following parks are within scope: Proud Lake, Bay City, Mears, Fayette, Ludington, Sleepy Hollow, Yankee Springs and Young (or appropriate substitutions if necessary).

**SCOPE OF WORK:**

The first milestone of Phase I for this project scope includes two components, the first focusing on requirements gathering and recommendations (identified as Tasks 1 & 2):

- Initiation and Planning
- Requirements gathering, validation, and verification
- Evaluation of current state and Gap Analysis
- Recommendations relative to asset management best practices

and

The second, on implementation related activities (identified as Tasks 3 through 10, subject to change through the requirements gathering segment) for the eight pilot locations:

- Software configuration
- Software installation
- Data conversion
- Data migration
- Solution implementation
- Training and documentation
- Post “go live” support (3 month limited term)

A potential future Phase II may include identified Tasks 3 through 10 for remaining State locations:

- Software configuration
- Software installation
- Data conversion
- Data migration
- Solution implementation
- Training and documentation
- Post “go live” support (3 month limited term)

The following are considered out of scope:

- Contractor hosting
- Hardware purchases, installation, or maintenance
- Software license purchases

Tasks 1 & 2 are awarded at the time of Contract execution. All other tasks are reserved as options to be added via Contract Change Notice, based on successful completion of Tasks 1 and 2; fund availability and SOM decision to proceed. Contractor pricing and Contractual commitments around Tasks 3 through 10 are established herein in the event a change notice option to proceed is exercised. Pricing is established for Tasks 3 through 10 as a maximum threshold; to be reduced at any time throughout the Contract term.

The requirements gathering component of Phase I (Tasks 1 & 2) schedule will need to be completed by **May 15, 2015. Note: In order to meet this date, it is assumed that the Kick-Off Meeting will take place during the week of February 16, 2015.**

After the completion of Task 1 & 2, DNR will evaluate performance, progress and overall commitment to proceeding with future tasks.

The schedule for the second component (Tasks 3 to 10) of Phase 1 will be dependent on the outcome of Task 1 & 2 as well as available funding at that time and the schedule will be adjusted accordingly.

Should the contract be amended and extended, for Phase II implementation a detailed project plan will have to be defined.

PROJECT ASSUMPTIONS

The project assumptions in this section apply to the entire project throughout all tasks. Specific task assumptions are stated in each relevant section of the Project Scope.



- PRD DNR shall provide office space and Internet access to Contractor Personnel for on-site work as determined to be appropriate by PRD DNR's Project Manager.
- PRD DNR shall provide meeting space, including white board or easel, projector with VGA capability and outside line with speaker phone for this project.
- Contractor may perform some tasks, such as phone interviews, review meetings and documentation updates, off site.
- PRD DNR shall grant Contractor a secure remote access capability (VPN) to Maximo environments to assist in this process.
- All deliverables developed under the scope of the project shall be provided to PRD DNR in Microsoft Office standard document formats.

DOCUMENT APPROVAL PROCESS

All deliverables will be presented to the DTMB Project Manager under cover of a Project Deliverable submission letter. The submission letter will include signature boxes for the Project Manager to confirm receipt of the document as well as the date it was submitted.

- The DTMD Project Manager, PRD DNR, and Core Team members will have ten (10) business days to review the deliverable(s) after receipt or completion of same by Contractor and either accept or request revisions to the deliverables by written notice to Contractor's Project Manager.
- Upon final acceptance of the Deliverable(s), PRD DNR, through their DTMB Project Manager, will sign a deliverable acceptance form.
- PRD DNR Project Manager will be responsible for acquiring Core Team sign-off and any Core Team sign-off not achieved at the end of the 10-business-day review period will be considered de facto acceptance.

CHANGE ORDERS

The Contract scope is priced and based entirely on the information and the requirements provided as part of the RFP process. If any variances are determined by Contractor or requested by the SOM, a change order request for adjustment to scope, schedule, or cost will be submitted.

- The change will be documented in a Change Order form that will be submitted to DTMB Project Manager for collaboration with PRD DNR and approval.
- Once approved, the DTMB Project Manager will submit an iTRAC request including documentation of Contractor and PRD DNR agreement, to DTMB Procurement requesting the modification.
- Contractor will act on the Change Order only upon receipt of the executed Contract Change Notice from DTMB Procurement, (see Section 45 Standard Contract Terms).

TASKS:

1. Project Initiation and Planning

The first step for this project is Initiation and Planning. Parties to all tasks may involve the State of Michigan Department of Technology, Management and Budget (DTMB), State of Michigan Department of Natural Resources (DNR or State) and/or the Contractor.

Contractor will be responsible for the following tasks:



- Formulate & review the Maximo pilot project plan for requirements gathering
- Identify the project Core Team members representing the Contractor
- Conduct one (1) face-to-face kick-off meeting with selected DNR staff at a location specified by the DNR Project Manager. Date and time will be mutually acceptable to the DNR and to the Contractor. The State shall bear no additional cost for time and travel of the Contractor for attendance at this meeting.
- Establish project team roles and responsibilities
- Review the project scope and deliverables

The DNR will be responsible for the following tasks:

- Identify project Core Team members representing DNR
- Identify subject matter experts (SME's) in the relevant program areas to serve as potential resources
- Provide meeting location(s) for meetings held at the State
- Review all deliverables and provide acceptance or rejection advice to the DTMB Project Manager.

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for Initiation and Planning

The Contractor shall submit the following to the DTMB Project Manager:

- Project Plan
- Communication Plan
- Contractor Core Team member list and contact information
- Change Management Plan Project kick off meeting notes and presentations

Task 1A – Develop a Project Plan

The primary project management toolset for this project will be the Project Schedule which will include all tasks to be completed as part of the project, the estimated level of effort, the dependencies between tasks, and an indication of when the PRD DNR employees are involved in or will be responsible for delivery.

- The first draft of the plan will be developed during the project kick-off activities with updates made bi-weekly when the project status is updated.
- The Project Plan will outline all deliverables within scope and the task to which they are associated and will include time for the approval process as outlined in the Document Approval Assumption above. The tasks when workshops are scheduled or when scheduled activities will occur will be highlighted in the plan so that the PRD DNR can communicate the planned activities to the user community well in advance of the activities to maximize user participation.
- The plan will include the original cost baseline as well as actual costs incurred for purposes of budget management and to be able to view both the task and budget progress within a single document.

Task 1B– Develop a Communication Plan

A communication plan is a written document that describes objectives for communications, to whom the communications will be addressed, the methods for communication, the frequency, and who will be responsible for each type of communication. Communications include all written, spoken, and electronic interaction with stakeholders and the user community.



Contractor will deliver a communication plan encompassing objectives, goals, and tools for all communications, including but not limited to:

- periodic print publications
- online communications
- meeting minutes and materials
- committee and board communiqués
- project deliverables
- status reports to Project Management, Project Team, Project Sponsors, Executive Sponsors
- issues, risks, and mitigation strategies

Task 1C – Develop a Change Management Plan

The Change Management Plan defines how changes to the business process and system will be reviewed, approved, and controlled. The Change Management plan applies a systematic approach to helping the individuals impacted by "the change" to be successful by building support, addressing resistance and developing the required knowledge and ability to implement the change (managing the 'people' side of the change).

The change management plan shall include the following sections:

1. Change Management Approach - This section of the Change Management Plan describes the approach the organization will use for managing change throughout the project. Throughout a project's lifecycle there may be very few or very many submitted changes. The approach taken to manage these changes must be consistent and repeatable in order to provide a quality change management plan and process.
2. Definitions of Change - This section of the Change Management Plan defines the different types of changes that may be requested and considered for the project. These changes may include business process change, schedule change, budget change, scope change, or project document changes. Most changes will impact at least one of these areas and it is important to consider these impacts and how they will affect the project.
3. Change Control Board - Here the Change Management Plan describes the Change Control Board, the purpose of the board, and the members and their roles on the board. The change control board is the approval authority for all proposed project changes. If a change is not approved by the control board then it will not be implemented with the project. The size and function of change control boards may vary depending on the organization but their purpose and the roles and responsibilities are consistent.

This section of the Change Management Plan describes the roles and responsibilities of project team members in regards to the change management process. It is important that everyone understands these roles and responsibilities as they work through the change management process. These roles and responsibilities must be communicated as part of the change management plan to all project stakeholders.
4. Change Control Process - This part of the Change Management Plan should describe the change control process from beginning to end. Typically, a change control process should be an organizational standard and repeatable. This process is the tool which is used to ensure adherence to the organization's change management approach. By following all of the steps, the project team can successfully incorporate approved changes, communicate the changes, and update project documentation.

**Deliverables Tasks 1A – 1C**

- Project Plan
- Communication Plan
- Change Management Plan

Task 1D - Kick-Off Presentation and Meeting

Contractor will facilitate a one-day on-site meeting with the PRD DNR project staff and key stakeholders to discuss and review the project objectives, goals, scope, schedule, resource commitment, communication plan, and change management processes.

- **Assumptions** - Contractor assumes the PRD DNR Project Manager will be responsible for communication with the appropriate participants and ensuring their participation in the scheduled workshop.

Deliverables Task 1D

- Kick-Off Meeting Presentation
- Kick-off Meeting Agenda

Task 1E – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Be-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.



All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

State Responsibility: Core Team Participation by Contractor and PRD DNR

Contractor assumes that PRD DNR will designate a Core Team of ideally less than ten (10) but no more than fifteen (15) users that will be dedicated to the project and that will be empowered as decision makers during the implementation.

The Core Team will be comprised of the designated Project Manager, Project Sponsors, and employees representing a broad-range of knowledge and experience of the core work processes, assets, and the roles of Planner/Scheduler, Supervisor, Work Analyst, Project Engineers, Contractor, Crew Foreman, and Crew Persons. Contractor's Solution Director and Functional Lead will participate on the PRD DNR Core Team.

The responsibilities of the Core Team include but are not limited to:

- Participation in Configuration Workshops
- Participation in Business Process Development and Workflow Design Activities
- Participation in Testing Activities
- Participation in and Support of Role-Based Training Activities
- Responsible for Communication and Coordination with their respective Work Groups
- Review and Understand Interface Capabilities
- Review and Understand Key Performance Indicators (KPI)
- Review and Understand Report Content and Calculation Methodologies
- Participate in the change control process as Maximo representatives to review and approve enhancements and issues

2. Business Process, Requirements and GAP Workshops

Contractor will work with the DNR Core Team to review their current business processes and functional requirements to identify configurations and decisions necessary to implement Maximo 7.5 to support the facilities management operations at DNR. DNR will provide available documented business practices, functional requirements, and processes that can be analyzed and mapped directly to Maximo application functionality to serve as the basis for determining application configurations.

Also included in this phase is a **Maximo Spatial Assessment** to be completed by the Contractor. The Contractor will review the Maximo Spatial 7.5 set-up, configuration, capabilities, and integration with the DNR Core Team. The Contractor will provide guidance and direction in how the DNR can utilize this solution with current GIS environment.

Contractor will be responsible for the following tasks:

- Gather Business Requirements relative to asset management needs within the DNR



- Formulating and documenting business and technical requirements for successfully implementing the Maximo solution.
- Conducting GAP workshops with key stakeholders as identified by the DNR Project Manager for an in-depth GAP analysis
- Formulating recommendations for best practices relative to the DNR-specific needs
- Updating Project Plan
- Communicating with Core Team per Communication Plan but not limited to

The DNR will be responsible for the following tasks:

- Ensuring stakeholders are available for Contractor GAP workshops
- Ensuring subject matter experts (SME's) respond in a timely manner to Contractor requests for information
- Provide meeting location(s) for meetings held at the State
- Identify and coordinate GAP Analysis meeting location(s)
- Review all deliverables and provide acceptance or rejection advice to the DTMB Project Manager.

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for Business Process, Requirements, and Gap Workshops

The Contractor shall submit the following to the DTMB Project Manager:

- Technical Requirements and Recommendations of the Maximo solution
- Updated Business Requirements Documentation
- Current State, future state and GAP Analysis
- Recommendations for best practices of asset management relative to the DNR
- Results of the Maximo Spatial Assessment and recommendations
- Updated Project Plan showing current status as of end of this phase.

Task 2 Business Process, Requirements and GAP Workshops

The process begins with a thorough analysis of PRD DNR requirements and current business processes. Contractor will assess SOM asset management requirements and determine how those requirements relate to SOM goals. Results will include: definition of work processes, EAM standards, data collection processes, and interface requirements, as well as identification of the core oversight and development team.

Task 2 A- Maximo Overview Training

Contractor shall conduct a four day on-site workshop with the Core Team to review all of the Maximo work and asset modules to provide an overview of the screens and functional capabilities to prepare them for participation in the application configuration and business process workshops.

The overview training includes the following topics:

- Maximo Basics
 - Logging in to Maximo
 - Maximo application screen components/features
 - Navigating within and between Maximo modules, screens, applications, and table windows
 - Querying within Maximo
 - Using Maximo Help
 - Running Reports within Maximo



- Work Management
 - Work Order Tracking
 - Service Requests
 - Labor Reporting
 - People
 - Assignment Manager
- Asset Management
 - Locations
 - Assets
 - Job Plans
 - Preventive Maintenance
 - Meters and Meter Groups
- Safety Management
 - Hazards
 - Precautions
 - Lockout/Tagout
 - Safety Plans
- Inventory Management
 - Item Master
 - Inventory
 - Receiving
 - Issues & Transfers
- Purchasing
 - Purchase Requisitions
 - Purchase Orders
 - Invoices
 - Request for Quotation
 - Companies
- Contract Management
 - Warranty Contracts
 - Purchase Contracts
 - Software Contracts

Prerequisites: None

Course duration: five (5) days, including setup and preparation

Skills presented:

- Maximo key concepts and terminology
- Functional use of primary modules and applications
- Navigating in Maximo and module relationships
- Querying within Maximo
- Using Maximo Help
- Running Reports within Maximo

In advance of the classroom based training, Contractor will provide several computer-based modules to the PRD DNR Core Team in advance of the overview workshop so that they have a basic understanding of Maximo query and navigation capabilities before attending the on-site workshop.

- **Assumptions** - The PRD Project Manager shall be responsible for scheduling and communication of all workshop sessions with the user community.

Deliverables

- Maximo Overview Agenda
- Maximo Navigation and Querying CBT
- Maximo Reporting Overview CBT



Task 2B - Business Process Configuration Workshops

Contractor shall conduct Business Process Workshops to review existing business processes against a best practices Maximo workflow to determine the challenges and changes for each group to move to a standardized work and asset management process. The discussion will also include a definition of the organizational roles and responsibilities within the current business process to map those to the roles expected within the Maximo process.

- PRD DNR shall provide their existing business process documents at least two weeks prior to the beginning of the workshops to allow sufficient time for review and understanding.
- The Contractor standardized “to be” business process flow is based on industry best practices and is broken into sub-processes.
- The major business processes to be reviewed in the workshops are:
 - Work Initiation and Screening
 - Emergency Response
 - Work Planning
 - Work Scheduling
 - Work Assignment
 - Work Performance
 - Work Completion and Archival

Contractor shall conduct a one-day on-site workshops as needed to define the “to be” business processes that will become the basis of the business context within which Maximo will be implemented.

- **Assumptions** - The PRD DNR Project Manager shall be responsible for scheduling and communication of all workshop sessions with the user community.

Deliverables

- Maximo Business Process Flow – Visio
- Roles and Responsibilities

Task 2C - Enterprise Work and Asset Standards Workshop

Contractor shall conduct up a one-day on-site workshops to educate the Core Team on some of the foundational asset management program data to be loaded into Maximo and to define both enterprise or business unit standards where appropriate:

- **Asset Class** - the major classes of assets the PRD DNR maintains and any sub-classifications necessary to distinguish different types of assets within the major class.
- **Asset Specifications** – the attribute data to be stored about each asset according to its asset class. This is often referred to as nameplate or database record data and is the information that distinguishes a particular asset from other assets within the class.
- **Location/Asset Hierarchy (Hierarchical Assets Only)** – the organization of locations and assets to each other and within systems for identification and searching purposes, process management, costing roll-up, asset move history, asset performance, and other asset management functions.
- **Asset Meters** – the reading points for each particular asset that will be captured during work performance. Maximo allows users to capture readings in three types of meters that can be associated individually to an asset or within a group relevant to a specific asset class.



- **Asset Status** - valid list of values to track the status of the asset during its lifecycle from initial acquisition until decommission.
 - **Asset Criticality** - the priority of the asset in terms of its importance to the provision of service to City customers and whether back-ups are available. The criticality of an asset is used in conjunction with the work priority for purposes of planning work.
 - **Asset Condition** - current working condition of the asset based on field observation during work performance.
 - **Work Types** - type of work to be performed against the asset such as corrective maintenance/repair, preventive maintenance, improvement/rehabilitation, etc.
 - **Work Priority** - the priority of the work in terms of its importance to the provision or restoration of service to City customers. The priority of the work is used in conjunction with the criticality of the asset to determine the overall importance of the work for planning and scheduling purposes.
 - **Work Classifications** – the attribute data to be captured during work performance that is particular to the task, inspection, or activity performed against an asset. The use of work classifications allows program specific historical work data to be captured without having to customize specific screens or modules for each program.
 - **Failure Hierarchies** – Problems, Causes, and Remedies that are specific to each asset class. Field users record the failure report during work performance to construct an accurate failure trend for determination of future preventive measures.
-
- **Assumptions** - Contractor shall provide a template for data collection and conversion but it shall be the responsibility of PRD DNR to capture all of the hierarchical information, asset specification attributes, spare parts, measurement points, and failure hierarchy codes once the standard is defined as additional “homework” assignments outside of the workshop schedule.

Deliverables

- Decision on Work and Asset Standards Defined
- Template Data Capture Spreadsheets for Homework Assignments (if needed)

Task 2D - Application Configuration Workshop

Contractor will conduct up to **two days of on-site workshop** with the Core Team to focus on the following topics:

- Reviewing existing spreadsheets and legacy systems in use to understand:
 - Existing reports
 - Existing Paper forms for work data capture
 - Existing performance metrics
 - Existing workflow or business process documentation
 - Existing system training guides or functional requirements
- Develop workflow and automation requirements to support the business process
- Determine if application tailoring is needed to support roles and functions
- Determine mobility requirements
- Review of the Maximo Application Modules and Screens for Configurations Necessary to:
 - Support Maintenance Program Data Not Stored in Work and Asset Templates
 - Regulatory Reporting



The schedule for the workshop will be agreed upon by both PRD DNR and Contractor and will be published in Calendar form at least one month prior to the workshops.

Upon the completion of the workshop, Contractor shall perform a gap analysis to align business requirements with the appropriate Maximo commercially available functionality. As part of this assessment, Contractor shall identify any configurations that would be of benefit to the existing or expected PRD DNR users.

Contractor will document all of the configuration requests within a Functional Requirements document that will be signed off on by the Core Team and key stakeholders prior to the commencement of any development activities.

- **Assumptions** - PRD DNR shall be responsible for providing the following information to the Contractor Project Manager at least one week prior to the scheduled workshop:
 - Existing or desired reports produced from the legacy system or using the legacy system data
 - Existing Paper forms completed by personnel during the work management lifecycle especially during work performance
 - Existing performance metrics tracked from a city-wide, department, or Asset Group perspective
 - Existing workflow or business process documentation
 - Existing system training guides or documentation of functionality provided
- During each workshop, PRD DNR personnel shall demonstrate the existing system in use and be able to pull up data within the existing system as part of the reviews as defined above. This access will include the ability to display the data tables used by the legacy system as needed to see data relationships and any data available that is not displayed on the application screen.
- The PRD DNR Core Team will participate in these sessions so that the Maximo Workflow and Start Centers can be standardized across the user communities, as much as possible, while meeting department-specific goals and objectives.
- PRD DNR will be responsible for scheduling and communication of all workshop sessions with the user community.

Deliverables

- Legacy System Requirements and Gap Analysis
- Maximo Configuration Functional Requirements

Task 2E - Mobile Application Configuration Workshop

At the completion of the Application Configuration Workshop, Contractor will conduct a **one-day workshop** with the Core Team to review the functionality of the selected Mobile solution to determine what Maximo functionality and configurations need to be extended to the field crews and technicians.

- Contractor will document all of the configuration requests within a Functional Requirements document that will be signed off on by the Core Team and key stakeholders prior to the commencement of any development activities.



- **Assumptions**

- It is assumed that the Core Team will participate in these sessions so that the mobile application can be standardized across the user communities, as much as possible, while meeting department-specific goals and objectives.
- The PRD DNR Project Manager will be responsible for scheduling and communication of all workshop sessions with the user community.

Deliverables

- Mobile Functional Requirements

Task 2F - “Deep Dive” in Maximo Spatial

The tasks included in this section will allow PRD DNR to gain a more in-depth understanding of Maximo Spatial to prepare the Core and GIS Team for participation in configuration and design workshops regarding the interface between GIS and Maximo and also to allow for GIS environment and data model preparation to be completed in advance of the Define and Development phases beginning.

The tasks to be included in this deeper dive are included in the sections below.

- **Sub-Task One - Advanced On-Line Learning for Maximo Spatial**

Contractor will provide five on-line learning modules in advance of Core Team training during the Deliver phase. These modules explain in detail the out of the box mapping capabilities through demonstration as well as user interaction to provide a more in-depth understanding of the tools available in the Maximo Spatial User interface.

Contractor would provide an on-line learning agenda as well as the five modules for the Core Team and other users to utilize before the other “deep dive” tasks begin.

Deliverables

- On-Line Learning Agenda
- Maximo Spatial 7-5 Map Navigation and Contents Tool Module
- Maximo Spatial 7-5 Map Draw and Measure Tools Module
- Maximo Spatial 7-5 Feature Selection and Query Tools Module
- Maximo Spatial 7-5 Object Creation and Linking Module
- Maximo Spatial 7-5 Service Addresses Module

- **Sub-Task Two - Work and Asset Management Capabilities Workshop**

After the users have completed the on-line learning modules, Contractor’s Solution Director and Spatial Architect will conduct a **two-day on-site workshop** with the Core and GIS teams.

- The first day of the workshop will focus on demonstrating from a live environment the out of the box functions covered by the CBT module to discuss how they have been extended for other clients and to answer any questions still remaining after the PRD DNR personnel have utilized the computer-based training modules. This discussion will be more role-based so that the PRD DNR team understands what Maximo roles utilize which functions and a discussion of scenarios for each role.
- The second day will be more technically focused and will include a presentation of the interface basics and a review of the Contractor design template so that the team understands the decisions they must make when interfacing the two systems together and the impact of each. This will include a discussion of assets vs. locations, the use of Maximo Linear, asset default information, manual linking of hierarchical assets, etc.



Deliverables

- Workshop Agenda
- Workshop Meeting Minutes
- **Sub-Task Three - GIS Environment and Data Model Assessment**
Contractor will conduct a **two-day on-site workshop** after completing the Work and Asset Management capabilities workshop with the PRD DNR GIS team to review the existing GIS system configuration and environment as well as the currently configured data model.
 - The end result of this workshop will be an Environment and Architecture Findings Memo that outlines any recommendations for change from Contractor's perspective.

Deliverables

- Workshop Agenda
- Maximo Spatial Assessment document.

. Task 2G – Visioning Workshop for Existing and Desired Interfaces

Contractor shall conduct **up to five days of on-site workshops** covering the three interfaces listed below with the appropriate PND DNR subject matter experts to finalize the strategy for the desired Integrations with Maximo including:

- Financial Management System
- Client Facing Web Sites for event, class, tree, graffiti and other types of customer based requests
- Geographic Information Systems
- Contractor shall facilitate each workshop via our presentation templates that highlight the decisions to be made, the typical transaction flows, and known risks and challenges for discussion.
- The outcome of the workshops will be captured in Decision Memos.
- **Assumptions**
 - The PND DNR Project Manager shall be responsible for scheduling and communication of all workshop sessions with the user community.
 - The PND DNR shall be responsible for providing any existing technical design or transaction flow diagrams to Contractor at least two weeks prior to the scheduled integration workshops.

Deliverables

- Decision Memo with high-level transaction flow between Maximo and Enterprise Systems with desired integration points.

Task 2H – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues



- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Be-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices



Additional Contract Activities	Response
<p>1.3 Contract Activities That Will Include IT Related Services See Task Requirements listed in detail above</p>	<p>Provided detailed response for each task listed in Section 1.1 Requirements, above.</p>
<p>2. Acceptance</p>	
<p>2.1 Acceptance, Inspection and Testing</p>	
<p>In addition to the acceptance provisions listed in Section 16, Acceptance, of the Standard Contract Terms, the following shall apply:</p> <p>No deliverables will be considered complete until the DTMB Project Manager has formally accepted them and they have been approved, in writing, by the DTMB Project Manager. The DNR Project Manager, in consultation with the project team and subject matter experts, will determine the acceptability of the deliverables and will convey their acceptability with the DTMB Project Manager. The DTMB Project Manager will provide the final formal written approval for each deliverable to the Contractor in writing. All deliverables, including any custom code developed by the Contractor, will become the property of the State of Michigan.</p> <ul style="list-style-type: none"> ▪ All source files, as applicable, for the work performed. ▪ Documentation for all changes and configurations made to the Maximo 7.5 system from out-of-the-box. ▪ Specification documentation for all Maximo 7.5 reporting and key performance indicators development developed. 	<p>Contractor agrees to these terms. Please see our recommended document approval policy in the assumptions in section 1.1 above.</p>
<p>The State will use the following criteria to determine acceptance of the Contract Activities:</p>	
<p>Deliverables are accurately and completely documented, meet all SOM IT standards for security, etc.; and function according to specifications.</p>	<p>Contractor understands these requirements and will comply.</p>
<p>3. Staffing</p>	
<p>3.1 Contractor Representative</p>	
<p>The Contractor must appoint a Single Point of Contact (SPOC)/Contractor Representative, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the “Contractor Representative”).</p>	<p>Contractor’s single point of contact for this project will be Gerry Schoonmaker, the PM.</p>
<p>The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.</p>	<p>Contractor understands these requirements and will comply with them.</p>
<p>3.2 Customer Service Toll-Free Number</p>	
<p>The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.</p>	<p>1-855-4MAXIMO (855-462-9466)</p>



<p>3.3 Technical Support, Repairs and Maintenance</p>	
<p>The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.</p>	<p>1-855-4MAXIMO (855-462-9466)</p>
<p>When providing technical support, the Call Center must respond to the caller’s issue within 5 minutes. If the caller’s issue cannot be resolved within 24 hours, on-site service must be scheduled.</p>	<p>Contractor’s helpdesk system will automatically send an email notification immediately upon receipt of the phone call or email. Contractor cannot guarantee resolution within twenty –four hours as Contractor will be responsible for curing all defects introduced by their development activities but will not be responsible for any defects in the out of the box functionality as delivered by the vendor, IBM Tivoli. Contractor will log the known defect from the vendor and will work with IBM Tivoli to determine within what fix pack or version the fix will be delivered.</p>
<p>3.4 Work Hours</p>	
<p>The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday 8:00 a.m. to 5:00 p.m. EST, these hours are to be observed unless otherwise agreed to in writing. Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. No overtime will be permitted.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>3.5 Key Personnel</p>	
<p>The following key personnel positions have been identified for this project:</p> <ul style="list-style-type: none"> • Single Point of Contact • Project Manager • Technical Lead • Trainer • Configuration Lead • Business Analyst <p>The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries promptly.</p>	<p>Contractor is proposing the following key resources for the project.</p> <ul style="list-style-type: none"> • Solutions Director – Melissa Ekmark • Project Manager – Gerry Schoonmaker • Configuration/Functional Lead – Shirley Harlan
<p>The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written</p>	<p>Contractor understands and will comply with this requirement.</p>



<p>approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.</p>	
<p>Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>(ii) If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$5,000.00 credit specified above, Contractor will credit the State \$13.70 per calendar day for each day of the 30 calendar-day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 14 calendar days of shadowing will not exceed \$10,000.00 per individual.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges</p>	<p>Contractor understands and will comply with this requirement.</p>



payable to Contractor under this Contract.	
3.6 Organizational Chart	
The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.	Exhibit A, Attachment 1 “Contractor Project Team”.
3.7 Disclosure of Subcontractors	None
3.8 Security	
<p>The Contractor will be subject the security procedures identified in the Standard Contract Terms attached to the RFP in addition to the following:</p> <p>Background Checks. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.</p>	Contractor understands and will comply with this requirement.
The Contractor must explain any additional security measures in place to ensure the security of State facilities.	Contractor develops and supports personal and general business practices that encompass the highest standards of conduct. Integrity is one of our core values. Employees are expected to continually demonstrate the highest moral and ethical standards.
The bidder’s staff may be required to make deliveries to or enter State facilities. The bidder must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks. The State may require the Contractor’s personnel to wear State issued identification badges.	Contractor understands and will comply with this requirement.
3.9 Work Location	
Work with the DNR will be performed in the Constitution Hall, 525 W. Allegan St., Lansing, Michigan unless otherwise agreed to by Contractor and DNR Project Manager. Conference calls will be utilized where face-to-face contact is not required at the discretion of the DNR Project Manager.	Contractor understands and will comply with this requirement.
<p>4. Project Management</p> <p>This activity includes the following specific tasks, responsibilities, and functions to be performed both on and offsite, as applicable for the success of the project:</p> <ul style="list-style-type: none"> • Lead regularly scheduled project status meetings at least bi-weekly or as otherwise specified by DNR project manager. Such meetings may be in person or via conference call. • Track and monitor project tasks, activities, and 	Contractor understands and will comply with this requirement. The Project management tasks align with those Contractor included in the scope section above.



<p>deliverables against the project schedule. Maintain and update the project schedule at least bi-weekly as applicable.</p> <ul style="list-style-type: none"> • Prepare and submit a bi-weekly project status report, including resource/time utilization, weekly activities, open issues, project budget reconciling, and upcoming events. • Proactively schedule and manage the functional and technical activities of the Contractor’s resources in accordance with the project schedule and project activities. • Administer any Project Change Control Procedure with the DTMB Project Manager. <p>Work with the DNR Core Team to map out additional phases and the timeline to complete those tasks.</p>	
<p>4.1 Project Plan</p>	
<p>Identify the project plan and how it will be managed. Contractor to present a preliminary project plan with proposal response. . Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>The Contractor will carry out this project under the direction and control of the Program Manager. Within 14 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>4.2 Meetings</p>	
<p>The Contractor must attend the following meetings: <i>See Project Status Meeting detail included in Section 4 above.</i></p>	<p>Contractor understands and will comply with this requirement.</p>
<p>The State may request other meetings, as it deems appropriate.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>4.3 Reporting</p>	
<p>A bi-weekly progress report must be submitted to the DNR Project Manager and DTMB Project Manager throughout the life of this project. This report may be submitted with the billing invoice. Each bi-weekly progress report must contain the following:</p> <ul style="list-style-type: none"> • 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. • Accomplishments: Indicate what was worked on and 	<p>Contractor understands and will comply with this requirement.</p>



<p>what was completed during the current reporting period.</p> <ul style="list-style-type: none"> • Funds: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project. <p>Specific report as it pertains to anticipated costs (initial and ongoing through support and upgrades) and recommendations for license packages should the Parks and Recreation Division decide to go to a system wide roll out. Specific report as it pertains to recommendations for additional software packages (add-ons) that may be beneficial using Maximo data sets for more refined purposes. Specific report as it pertains to future integration of Maximo data sets with existing SOM systems.</p>	
<p>5. Ordering</p>	
<p>5.1 Authorizing Document</p>	
<p>The appropriate authorizing document for the Contract will be a State of Michigan Purchase Order issued from the Blanket Purchase Order/Contract resulting as an award from this solicitation.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>6. Invoice and Payment</p>	
<p>6.1 Invoice Requirements</p>	
<p>See Section 20, Terms of Payment in the Standard Contract, in conjunction with the provisions listed in 6.2 below.]</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>6.2 Payment Methods</p>	
<p>PAYMENT SCHEDULE: Payment will be made on a <u>deliverables</u> basis. DNR will pay Contractor upon acceptance of deliverable and receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency and DTMB Project Manager approvals. All invoices should reflect actual work completed by payment date, and must be approved by the Agency and DTMB Project Manager prior to payment. The invoices shall describe and document to the State's satisfaction a description of the work performed, the progress of the project, and fees. Payment shall be considered timely if made by the State within forty-five (45) days after receipt of properly completed invoices.</p> <p>EXPENSES: The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.</p>	<p>Contractor understands and will comply with this requirement.</p>
<p>6.3 SPECIFIC DEPARTMENT STANDARDS</p>	



See State Standards in Background Section I above.	Contractor understands and will comply with this requirement.
7. Liquidated Damages	
Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.	Contractor understands and will comply with this requirement.

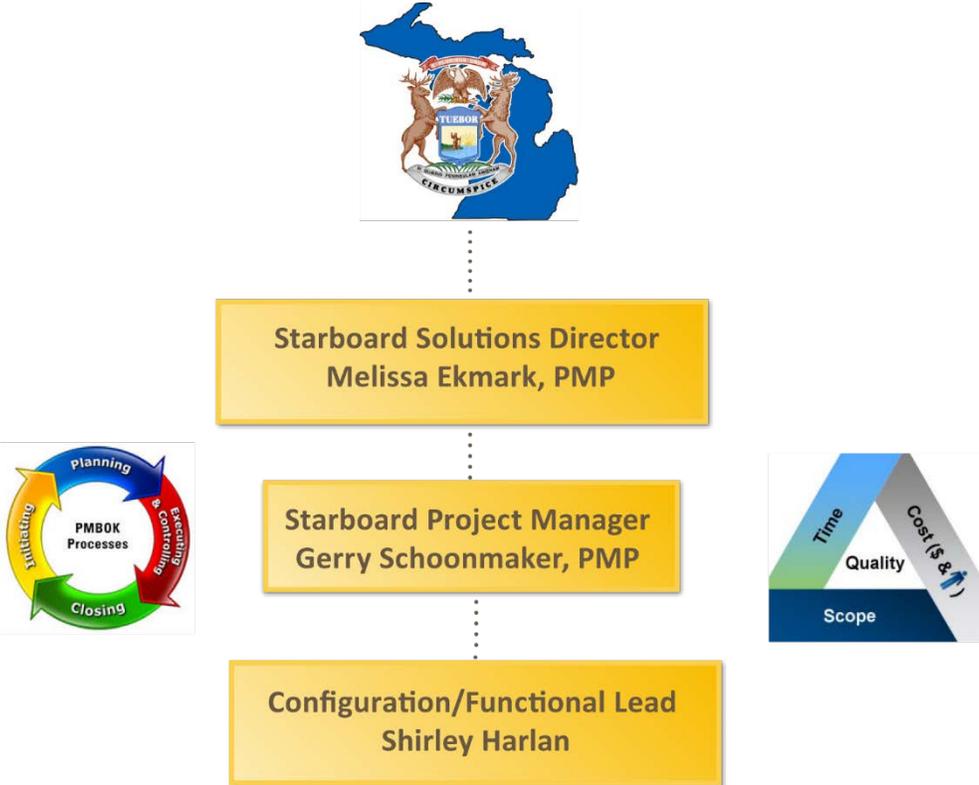


**Exhibit A, Attachment 1
DNR Asset Management Pilot - Maximo
KEY PERSONNEL**

Starboard Project Team

Contractor commits key personnel to the SOM Maximo Pilot project for the duration of the project. Contractor is proposing that all work be performed by Contractor employees and therefore is in a position to commit to the availability of the resources.

Project Team Chart





Proposed Resource Name:	Melissa Ekmark
Proposed Classification:	Single Point of Contact
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
Percentage of time resource will be allocated to project:	Starboard fully commits our assigned resources to SOM Maximo Pilot for the duration of this project.

Proposed Resource Name:	Gerry Schoonmaker
Proposed Classification:	Project Manager
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
Percentage of time resource will be allocated to project:	Starboard fully commits our assigned resources to SOM Maximo Pilot for the duration of this project.

Proposed Resource Name:	Shirley Harlan
Proposed Classification:	Configuration Lead
Key Personnel:	Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/>
Percentage of time resource will be allocated to project:	Starboard fully commits our assigned resources to SOM Maximo Pilot for the duration of this project.



Exhibit A, Attachment 2
DNR Asset Management Pilot - Maximo
Optional Tasks 3-10

Tasks 3-10 are OPTIONAL and are to be added via Contract Change Notice based on successful completion of Tasks 1 and 2; fund availability and SOM decision to proceed. Contractor pricing and Contractual commitments around Tasks 3 through 10 are established herein in the event a change notice option to proceed is exercised. Pricing is established for Tasks 3 through 10 as a maximum threshold; to be reduced at any time throughout the Contract term.

3. Install Maximo 7.5.0.4

In this activity, the Contractor will perform the Maximo 7.5 product application and base database installations to support any number of concurrent Maximo end users as specified by the client. Two (2) Maximo 7.5 environments with corresponding databases (i.e., QA, and PROD) will be set up within this activity (i.e., (QA) and PROD). This installation assumes the core Maximo EAM product, and the IBM Maximo Spatial Asset Management solution only deployed on the Windows 2008 Server 64-bit and SQL Server database platforms, Windows 7 and Internet Explorer 10, with no other additional Maximo add-on products, LDAP/single sign-on, or third party applications not specifically listed in this Scope of Work (SOW). Deployment assumes utilization of State servers and other provided hardware and environment.

Contractor will be responsible for the following tasks:

- Installation of the Maximo solution in a QA environment
- Incorporation of DNR-accepted recommendations for best practices relative to the DNR-specific needs
- Set-up of environment for DNR use
- Updating Project Plan
- Communicating with Core Team per Communication Plan

The DNR will be responsible for the following tasks:

- Assisting Contractor with access to environment for installation
- Validating install was successful and software is accessible
- Review all deliverables and provide acceptance or rejection advice to the DTMB Project Manager.

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State
- Providing hardware/server space for the installation of the various components of Maximo

Deliverables for Install Maximo

The Contractor shall submit the following to the DTMB Project Manager:

- Detailed configuration plan
- A configured and installed solution
- Installed data for user acceptance testing



Task 3A – Build Maximo Environments

Contractor will install the latest version of Maximo 7.5 or 7.6 and WebSphere on the PRD DNR servers to create a DEVELOPMENT and PRODUCTION instance of Maximo.

The software to be installed in each environment includes Maximo Asset Management and the IBM Industry Solutions > Spatial 7.5.0.1 or latest release from IBM.

- **Maximo Development Environment**

- The development environment will be where software is initially installed and new functionality is developed and unit tested. It is to be reserved for the development team to create and the Core Team to test configurations, integrations, and new functionality as it is added to the system. It will also be the first system in which to test software fix-packs and upgrades. Any integration will be to development enterprise systems.
- The Development environment will include a single Maximo instance installed on the following:
 - A Windows 2008 R2 64-bit virtual machine, entitled MAXDEV, for the J2EE server. WebSphere Application Server Network Deployment 7.x will be the J2EE middleware installed on the virtual or physical servers. Users will connect through the web browser to the deployed software on this server.
 - A Windows 2008 R2 64-bit virtual database server with SQL Server 2008 installed. This will be where the MAXIMO tables and objects will be stored for the applications. Users will not be allowed direct access to the database. The database server will be shared across the development, testing, and training environments. A development database instance, MAXDEV, will be created for the development environment.
 - Existing infrastructure that will be used include the SMTP mail server and a network file share utilizing the existing NAS storage infrastructure to house Attached document files.
 - SSL and LDAP will not be utilized.

- **Maximo Production Environment**

- When the Core Team testing and user training has been completed, the changes are ready to be applied to the production environment. Any integration will be to matching production enterprise systems.
- The Production Environment will include both vertical and horizontal clustering sized appropriately for the expected number of Maximo users for the next five years. The environment will include:
 - Multiple Windows 2008 64-bit virtual machines, *MAXPRD01*, *MAXPRD02*, *etc.* will be utilized for the clustered J2EE servers. WebSphere Application Server Network Deployment 7.x will be the J2EE middleware installed on this virtual or physical machine. It is the application server that serves and manages the Maximo Asset Management application. The Maximo application EAR files will be deployed here and the deployed applications will connect to the SQL Server database server. Users will connect through



the web browser to the deployed software on this server. The number of instances for both the user interface clusters as well as the MIF clusters will be based on the expected Maximo user count over the next five years.

- A Windows 2008 R2 64-bit virtual database server with SQL Server 2012 installed. This will be where the MAXIMO tables and objects will be stored for the applications. Users will not be allowed direct access to the database. This server will be reserved exclusively for the production environment. A MAXPRD database instance will be created on the exclusive production database server.
- Existing infrastructure that will be used include the SMTP mail server and a network file share utilizing the existing NAS storage infrastructure to house Attached document files.
- SSL and LDAP will not be utilized.

Assumptions:

PRD DNR will be responsible for hardware procurement and/or Virtual Machine creation with the appropriate operating system installed. PRD DNR will be responsible for creating the SQL Server 2008 database and any upgrade activities for the existing database instances as needed. Contractor will be responsible for the installation of the Maximo software only.

Contractor assumes that PRD DNR will ensure the application, database, and administration servers meet the minimum requirements as published by IBM Tivoli for their environment and operating system.

Contractor Resource: Technical Lead

Deliverables:

- Installed Environments
- Environment Configuration document

Task 3B – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes



- Creating Bi-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

4. Maximo 7.5 (Train-the-Trainer) Training and Technical and System Administrator Training

Maximo "Train-the-Trainer" Training - for DNR Core Team members as identified by the DNR Project Manager. Hands-on knowledge transfer style training will be an A-Z overview of the modules, applications, features, and functionality available in Maximo 7.5. It is designed to arm the DNR Maximo implementation Core Team with a thorough understanding of the various functionality, modules, module relationships, features, menus, screens, terminology, and design of the Maximo 7.5 application. It must also be designed so that training recipients will gain the information and tools necessary to convey that knowledge to other users in the DNR.

Task 4A – Train Maximo Administrators

Contractor will conduct up to a **four (4) day on-site**, interactive Instructor-Led sessions to train the Maximo administrators how to perform the following administrative and configuration functions in Maximo:

- Application Configurations
- Database Configurations
- Domain and Value List Configuration
- Workflow Development
- Maximo Integration Framework
- Migration Manager
- Conditional Expressions



- Automation Scripts
- System Properties
- Cron and Scheduled Jobs Management

The purpose of this training is to provide PRD DNR Maximo Administrator(s) with the foundational skills needed for long-term basic administration of the Maximo application. The maximum class size is 10 participants.

Assumptions

Contractor assumes PRD DNR will provide sufficient training facilities that can accommodate an instructor and 10 class participants for all training sessions conducted. Contractor assumes that each training room will be equipped with the following:

- One Instructor work station with access to Maximo 7.5 training environment
- One projector connected to Instructor work station
- 10 Student work stations with access to Maximo 7.5 training environment
- Internet access
- Whiteboard and/or flip chart and easel for note taking

The PRD DNR Project Manager will be responsible for coordinating the class schedules, inviting participants, communicating with the user community, and providing a list of scheduled participants to Contractor in advance of each training session.

Deliverables

- IBM Tivoli Maximo Administration Guides

Task 4B – Develop Role Based Training Materials and Training Plan

Training is an integral part of a successful Maximo implementation. Contractor will use a systematic approach to develop and distribute process-driven training. A training plan will be developed that describes the approach for training end user and technical staff on the DNR Maximo system. Contractor's training development approach includes the following:

- **Analyze training requirements** – A requirements analysis will be performed to determine the training needs of the DNR personnel. Training tasks will be analyzed by the training manager to determine validity and probable task groupings.
- **Define training requirements** – Normally, due to restraints such as allotted instruction time and available funding, training emphasis is placed on the most important tasks. Therefore, daily recurring tasks, critical operations tasks, and safety related tasks would be prioritized. The standards (how well each task must be performed) and the resources (supplies, number of students per class, instructor requirements, training equipment, classroom computer requirements, on-site support, etc.) will be estimated and resourced. These factors will be analyzed and training requirements will be defined that best meet the needs of the user community. Training requirements will include the number of courses, description of materials to be used, class durations, and methods for student assessment.
- **Develop training objectives** – The defined training requirements and prioritized tasks will be used to develop training objectives (goals) for each training activity at the end user, functional end user, and functional system administrator. Supporting skills, as well as knowledge needed to perform tasks and



accomplish objectives will be identified. Training objectives will be developed from which instruction can be planned.

- **Plan and develop instruction** – The developed training objectives will be analyzed, grouped, and expanded to ensure the training process flows in a logical, knowledge/skill-building manner. Instructional methods, required resources, and training location(s) will be defined. Training materials will be developed and validated.
- **Conduct and evaluate instruction** – Since training is a dynamic process, it will be continually evaluated and improved. Previously identified support personnel (the DNR personnel) will ensure equipment and software availability/reliability. Once training is complete, the DNR help desk should augment classroom instruction by answering questions specific to the configured Maximo solution. The delivery of training within these categories is described in the following sections.
- **Familiarization training** – This is an out-of-the-box training course provided to the Core Team as an overview of Maximo 7.5 capabilities. The course will include basic navigation, query, and reporting through Maximo and touch on key enhancements.
- **Functional end-user training** – Functional end user training consists of hands-on classroom role specific modules for the DNR end-users. Several modules will be developed to address different functional areas for different types of user roles. Each module consists of scenario-based tasks corresponding to tasks the user performs in their daily duties. Each scenario will contain both text and screen captures to assist the student in successfully navigating applications and performing system tasks. These scenarios and materials can be used once the training is complete as a “refresher” for any users that need it. Training should be conducted in conjunction with the upgrade’s implementation, usually just prior to the cutover to the new system. Training will include a presentation or handouts for the users. Training will be augmented by use of the on-site support for questions that may arise after the system cutover.
- **Functional System Administrator training** – Functional system administrator training consists of hands-on training for qualified administrators and will serve as knowledge transfer to the DNR system administrators. Training will be conducted prior to the implementation. This course will cover subject areas within system administration, system configuration, security, user restrictions, workflow, KPI, start centers, and escalations/notifications. Functional administration questions occurring after completion of training can be addressed to the on-site support personnel. Functional administrator training should also include knowledge transfer on configurations performed on the DNR Maximo, such as specific Maximo configurations, use of the Maximo Integration Framework configurations, integrations with other Maximo interfacing systems, etc. Functional administration questions occurring after completion of training can be addressed to the on-site support personnel.

Contractor will provide a training plan which includes the plans for on-site, hands on training of the PND DNR Trainers and user community. Starboard will create a role-based training plan and approach to ensure that all the PND DNR users are adequately trained in Maximo prior to go-live and for any training necessary for new or existing users once the implementation is complete.

Contractor will develop PND DNR specific role-based training materials utilizing configured PND DNR applications and data. Starboard will also create train-the-trainer materials for assisting designated trainers with effectively delivering training to the entirety of the user community. Starboard will provide electronic documentation for core team members and end users.

Deliverables

- Training Plan – detailed training plan with course agendas and schedules.
- DNR Specific Training Materials – course materials based on the DNR business process using configured screen shots and DNR Maximo data.



Task 4C – Conduct End-User and Trainer Training

Contractor will deliver end-user training courses to the designated trainers according to the training plan and utilizing the developed PND DNR specific training materials. Contractor will conduct two weeks of on-site training for the Maximo users and trainers.

PND DNR will provide the classrooms with PC's or laptops for hands on learning and will ensure that no more than 10 participants are scheduled for each training session.

Assumptions

Training for future releases will be the responsibility of the designated trainers. This team will be responsible for understanding how the new functionality or configurations impact their assigned roles, and update the training materials accordingly.

Deliverables

- PND DNR Role Based Training Materials

Task 4D – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Be-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.



The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

5. Maximo 7.5 Configuration and Customization

Based on the results of the Technical Requirements, Business Requirements, Current State and GAP Analysis, Spatial Assessment, and recommendations for best practices relative to asset management needs of the DNR and as agreed to by the DNR the Contractor shall perform the necessary configuration and customization of the Maximo environment.

Contractor will be responsible for the following tasks:

- Implementing configuration and customization as agreed to by the DTMB Project Manager
- Documenting such configuration and customization, in writing, for the DNR
- Validating that such configurations and customizations beyond "out-of-the-box" Maximo meet the expected needs of the DNR.

The DNR will be responsible for the following tasks:

- Testing any configurations and customizations beyond "out-of-the-box" Maximo
- Providing timely feedback to the Contractor on any issues

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for Configuration and Customization

The Contractor shall submit the following to the DTMB Project Manager:

- Technical documentation of any and all configuration and customization performed beyond "out-of-the-box" Maximo
- Updated Project Plan showing current status as of end of this phase.

Task 5A - Conduct Critical Design Review (CDR)

The Design phase ends with a Critical Design Review (CDR) as a **collaborative remote meeting**. The final version of the Maximo configuration documents will be distributed to the PRD DNR Core Team for review prior to the CDR. Contractor shall meet with the Core Team and key stakeholders to review and finalize the following documents:



- “To Be” Business Process Design with Roles and Responsibilities
- Interface Plan and Integration Designs
- Maximo v7.5 Functional Requirements Document
- Data Conversion and Migration Plan

A demonstration version of Maximo will be available during the Critical Design Review such that the stakeholders can review the proposed functionality for approval and sign-off. If a configuration is needed to support the enterprise business process then a prototype will be configured for user review and if that is not feasible then either demonstrations from other client implementations or screen mockups will be provided.

The intention of the CDR is to build a shared understanding of the business process, Maximo functionality, reports, KPI's, integration design, and data conversion plan between the Contractor and PRD DNR teams so that all parties understand the scope and breadth of the implementation.

The end result of will be a set of approved documents that will define the scope of configurations, interfaces, and data migration activities to be included in the Develop phase.

Deliverables

- CDR Meeting Agenda
- CDR Meeting Minutes
- Approved Deliverables

Task 5B - Configure Maximo Application

Contractor, with the PRD DNR administrative staff participating for knowledge transfer, will construct the Maximo application as per the approved Maximo Configuration Functional Requirements Document.

Throughout development, Contractor will conduct touch base sessions with the PRD DNR Core Team to review the configurations made based on the approved Maximo v7.5 Configuration Document.

Defects will be logged against the requirements within the project collaboration tool and enhancements will be translated into new requirements for future development.

Contractor will document all Maximo objects configured, build Migration Manager packages, and will ensure the software version control procedures are followed for all modified objects.

Assumptions

Contractor understands PRD DNR's requirement to focus on configurations and not customizations and this is entirely possible with Maximo given its comprehensive out of the box work and asset management capabilities.

Contractor has allocated **120 hours of development of configurations** for PRD DNR users and assumes that once the Maximo Functional Requirements document has been approved, Contractor will estimate the number of configurations that can be developed within that budget estimate. If the number of configurations requested exceeds this development budget then PRD DNR can either defer configurations until later phases or can issue a change order for the necessary funds and authorize Contractor to proceed with development thereof.

***Deliverables***

- Maximo Migration Packages of Configured Objects
- CVS Controlled Objects

Task 5C - Configure Maximo Everyplace Application

Contractor, with the PRD DNR administrative staff participating for knowledge transfer, will construct the Maximo Everyplace application as per the approved Maximo Configuration Functional Requirements Document.

Throughout development, Contractor will conduct touch base sessions with the PRD DNR Core Team to review the configurations made based on the approved Maximo v7.5 Configuration Document.

Defects will be logged against the requirements within the project collaboration tool and enhancements will be translated into new requirements for future development.

Contractor will document all Maximo objects configured, build Migration Manager packages, and will ensure the software version control procedures are followed for all modified objects.

Assumptions

Contractor understands PRD DNR's requirement to focus on configurations and not customizations and this is entirely possible with Maximo given its comprehensive out of the box work and asset management capabilities.

Contractor has allocated **80 hours of development of configurations** for PRD DNR users and assumes that once the Maximo Functional Requirements document has been approved, Contractor will estimate the number of configurations that can be developed within that budget estimate. If the number of configurations requested exceeds this development budget then PRD DNR can either defer configurations until later phases or can issue a change order for the necessary funds and authorize Contractor to proceed with development thereof.

Deliverables

- Maximo Migration Packages of Configured Objects
- CVS Controlled Objects

Task 5D – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:



- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Bi-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

6. Maximo 7.5 Data Templates and Data Loading

The Contractor will conduct one data workshop(s) with DNR IT staff to review the Maximo data structure, source legacy data, available tools, and base data elements required for implementation. The Contractor will perform a Maximo system requirements analysis relative to the database based on the final system design to enable data mapping and creation of data load templates (MS Excel) by the Contractor for Client staff to provide the requisite data needed for the Maximo implementation data loading. The Contractor will perform data review and analysis from the DNR provided data and perform data loading and create any exception reports, as applicable, to allow DNR to perform any additional data "cleansing" or normalization necessary to complete the final data loading, testing, and validation within the Maximo system. Data cleansing and updating of provided data exception reports is a DNR responsibility.

Contractor will be responsible for the following tasks:

- Conducting no less than one data workshop with the DNR
- Analyzing Maximo database structure
- Conducting a data review and analysis of existing DNR asset management data
- Creating a Data Transition Plan and methods for data translation and loading
- Performing data loading, both in a QA environment and again in a Production environment.



The DNR will be responsible for the following tasks:

- Providing timely information and data for Contractor review
- Data cleansing as necessary

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State
- Assist DNR with acquiring data
- Assist contractor with accessing database servers as appropriate

Deliverables for Data Templates and Data Loading

The Contractor shall submit the following to the DTMB Project Manager:

- Data Transition Plan
- Results of data loading success both in QA and in Production
- Updated Project Plan showing current status as of end of this phase.

Task 6A – Data Conversion and Load Planning

Contractor shall conduct a workshop with the users to examine existing sources of data, determine the quality of other data sources currently available for data conversion, and determine data collection requirements and methodologies.

Contractor shall provide data collection spreadsheets for the PRD DNR users to populate for the following sources of data:

- Locations and Location Specifications
- Assets and Asset Specifications
- Inspection and Work Classification Records
- Meters
- Preventive Maintenance
- Failure Hierarchy
- Routes
- Job Plans
- Crafts
- Crews
- People
- Labor
- Calendars/Shifts
- Qualifications
- Tools
- Work Order History

Deliverables

- Data Collection Spreadsheets



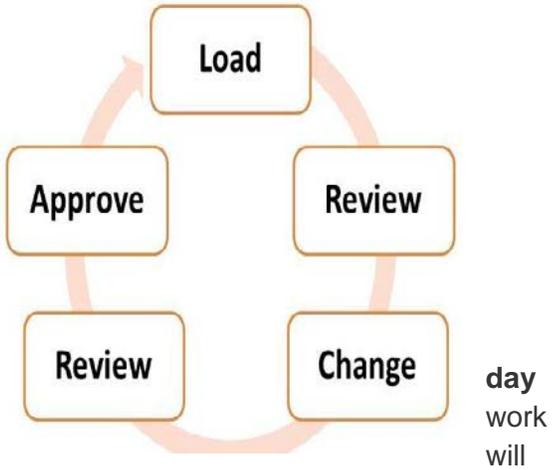
Task 6B - Load Data from PND DNR Load Spreadsheets

Contractor will load all data from data load spreadsheets provided by Contractor that will be populated by PRD DNR staff. Contractor will not extract data from any legacy systems or load data provided in a format other than our template load spreadsheets.

Contractor will load the data into the development first for user review.

Contractor will document all data load and other Maximo objects configured and will ensure the software version control procedures are followed for all modified objects.

Once the legacy data is loaded, Contractor will conduct a **one (1) data review session** with the Core Team representative and key group users. If any defects are found, the data load processes be modified and the data will then be reloaded for user review and approval.



Contractor will perform **one (1) initial data load** as well as **one (1) iterative data load** for data defect and change resolution.

A final **one (1) day review session** will be conducted after all iterative loads have been completed for final data sign-off.

Contractor will document all data load and other Maximo objects configured in the Data Migration Plan and will ensure the software version control procedures are followed for all modified objects.

Tool for Data Loading – Integration Framework

Contractor will utilize the Maximo Integration Framework (MIF) to load data from our template data load spreadsheets. Contractor uses this tool because it is provided by IBM Tivoli as the best method for migrating data from legacy systems and/or loading data into Maximo since both methods utilize the Maximo Business Objects (MBO's) to populate data into the database tables. This is important because it is the MBO's that enforce the data content and relationships within the application itself; as if the user were typing it directly into the screen. Any records not meeting the criteria for insert into the system are noted in error and audit tables with the reason for failure so that they can be re-processed in the future.

IBM Tivoli provides support for all data conversions using these toolsets; other methods are not supported and may even invalidate your support contract if utilized. The use of the vendor provided toolsets is the same approach followed by Contractor for the more than 10 years our personnel have been implementing and upgrading Maximo.

Contractor has converted millions of records from a wide variety of legacy applications in our years of implementing Maximo. A key success factor in that process is the involvement of client staff in the data process. As the owners and users of the data, client input is critical in compiling a complete and accurate set of records. The most common issues are generally around consolidating records and resolving data conflicts across multiple sources. With a partnership of Contractor and Roseville staff, any issues encountered can be managed and mitigated.

**Assumptions**

Contractor will only load data from our template data load spreadsheets; we will not be responsible for converting the data from the existing legacy spreadsheets and databases. The PRD DNR Core team will be responsible for curing any defects found in the content included in the data load spreadsheets.

Deliverables

- Legacy Data Loaded in Maximo Development Environment for each Module

Task 6C – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Bi-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)



- Meeting Minutes
- Monthly Invoices

7. Maximo 7.5 Business Intelligence and Reporting Tools (BIRT) Report and Key Performance Indicator (KPI) Development

Specific reports such as BIRT and KPI to be specified, designed, and built by the Contractor will be identified by the DNR Project Manager. The Contractor will work with DNR staff to gather requirements for up to five (5) Maximo 7.5 BIRT custom or customized report requirements of medium complexity and two (5) KPIs of medium complexity to create report development specifications and design documents to serve as the basis for the report development. Reports of medium complexity are expected to involve all or most of the following characteristics: multiple tables/joins, one or more input variables, sorting/grouping, computed columns, subtotals/totals, and/or master/detail at two or more levels. Upon approval by the DNR Project Manager of the report design specifications, the Contractor will perform the Maximo 7.5 BIRT report development. Additional report development needs, if identified or requested by the State, may be added via project change request based on a provided report development estimate.

Contractor will be responsible for the following tasks:

- Specifications, design, and build of five (5) Maximo BIRT customized reports
- Specifications, design, and build of two (5) Maximo KPI customized reports

The DNR will be responsible for the following tasks:

- Providing subject matter expert availability during the design of the reports
- Review and approval of report specifications and design

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for BIRT and KPI Development

The Contractor shall submit the following to the DTMB Project Manager:

- BIRT report specifications and design documentation
- KPI report specifications and design documentation
- Verification of completed reports with printed example output

Task 7A - Reporting and KPI's Configuration Workshop

Contractor will conduct a **one day on-site workshop** with the Core Team to review and approve the design for the Performance Metrics and Reports. The workshop will include:

- Review of the out of the box Maximo reports
- Review the QBR report function for users to be self-sufficient in generating their own reports
- Review the download to excel function in the List applications
- Determine KPI Requirements
- Determine Start Center Requirements
- Determine report configurations needed for the implementation



These workshops will provide a thorough review of reports delivered with Maximo, an understanding of capabilities for ad hoc on-line report development in Maximo, and details about Maximo's external report integration to Crystal and other enterprise reports.

The Reporting Configuration Workshops will also include a discussion of the performance metrics to be defined for the Maximo implementation and the Start Center dashboards to be developed for the users based on the roles and responsibilities defined in the Business Process Configuration workshops within this scope.

The schedule for the workshop will be agreed upon by both PRD DNR and Contractor and will be published in Calendar form at least one month prior to the workshops.

Contractor will document all of the configuration requests within a Functional Requirements document that will be signed off on by the Core Team and key stakeholders prior to the commencement of any development activities.

Contractor Personnel Facilitating Workshop: Functional Lead

Assumptions

Contractor assumes that the PRD DNR Core Team will participate in these sessions so that the Performance Metrics and Reports can be standardized across the user communities, as much as possible, while meeting department-specific goals and objectives.

The PRD DNR Project Manager will be responsible for scheduling and communication of all workshop sessions with the user community.

Deliverables

- Report, Start Center, and KPI Requirements document

Task 7B - Configure Reports, Start Centers, and KPI's

Contractor, with the PRD DNR administrative staff participating for knowledge transfer, will construct the Maximo Reports, Start Centers, and KPI's as approved in the functional requirements document.

As per the PRD DNR's RFP, Contractor will construct five (5) BIRT Reports and two (2) key performance indicators. Contractor will construct a Start Center for the role of 1) Planner/Scheduler; 2) Supervisor; 3) Crew or Technician.

Contractor will document all Maximo objects configured, build Migration Manager packages, and will ensure the software version control procedures are followed for all modified objects.

Deliverables

- Maximo Migration Packages of Configured Objects
- CVS Controlled Objects

Task 7C – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project



- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Bi-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

8. Maximo System Testing and UAT

The Contractor will thoroughly test any configuration and customization implemented by the Contractor. The DNR also reserves the right to test the same. The Contractor shall provide support to DNR as they develop test scripts and conduct their own system testing.

The Contractor will ensure each DNR designated facility, which may be on a broad range of service connection types, is prepared for end users to conduct User Acceptance Testing (UAT) and complete system testing of the Maximo 7.5 environments. DNR is responsible for reporting all test results and findings to the Contractor. The Contractor will document and update any Maximo functionality found to not meet approved design requirements.



Contractor will be responsible for the following tasks:

- Testing any and all configuration and customization beyond “out-of-the-box” Maximo
- Providing support to DNR through system and UAT testing
- Documenting test findings and results

The DNR will be responsible for the following tasks:

- System testing beyond testing performed by the Contractor at the DNR’s discretion
- User Acceptance Testing
- Reporting test results and findings to the Contractor

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for System Testing and UAT

The Contractor shall submit the following to the DTMB Project Manager:

- Results of Contractor system testing and resolution of any reported issues
- Final report on User Acceptance Testing results and findings
- Use test cases to support user acceptance testing

Task 8A - Test Planning

Contractor will develop test plans and scenarios for the requirements approved within the Maximo v7.5 Functional Requirements document.

The test planning will include the development of both an Integration Test Plan and a Regression Test Plan.

Deliverables

- Test Plans
- Test Scenarios

Task 8B - Tester Training

Contractor will utilize the Role Based training materials developed for the Train the Trainer Training task above to train the Core Team prior to their performance of production readiness testing. Contractor will perform a **three day on-site training session** to train the PRD DNR Core Team so that they can effectively test the application using the Role-Based training material. Class participation is limited to no more than 15 participants.

Assumptions

Contractor assumes PRD DNR will ensure user participation in training sessions, acknowledging that the sessions must be coordinated to minimize impact to the users’ work duties and publicized well in advance of the actual training session through multiple communication channels.

Contractor assumes that PRD DNR will provide training for any participants who cannot attend their scheduled training sessions or will conduct additional follow-up sessions if the users request additional training.

**Task 8C - Maximo User Acceptance Test**

Contractor will facilitate a **five day on-site** acceptance testing session with the trained testers in a centralized testing location provided by PND DNR.

Contractor will support the users while they perform User Acceptance Test which is assumed to last **no longer than ten days in total duration including the five days of facilitated testing.**

Contractor assumes the testing will be conducted in the development environment prior to production deployment.

Deliverables

- User Acceptance Test Report
- CVS Controlled Objects and History

Task 8D – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Be-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.



All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

9. Implementation Go-Live and Post Go-Live Support

The Contractor will work with DNR staff to plan and perform final cut-over preparations and “go live” on the Maximo 7.5 environments with minimal business impact. The Contractor will also provide up to three (3) months of post go-live support to the DNR staff to troubleshoot and resolve any issues that arise during the Pilot period. This support may be provided on or off site.

The Contractor will work with DNR staff to identify, create, and perform the Maximo 7.5 environment migrations using repeatable processes from QA to PROD at the designated project intervals to accommodate training and go-live for the Maximo 7.5 implementation deployment activities.

Contractor will be responsible for the following tasks:

- Preparations and implementation in the Production environment of the “go-live” solution
- Providing three (3) months of post go-live support to DNR
- Scheduling and leading a minimum of bi-weekly “checkpoint” in person or conference call meetings with DNR Project Manager and/or his/her specified representative and DTMB Project Manager (if available) during the three month support period to discuss outstanding issues or questions from the DNR.

The DNR will be responsible for the following tasks:

- Coordinating “go-live” plans with the Contractor
- Providing final approval of the “go” or “no go” decision to “go-live” per scheduled implementation
- Providing a resource, should the DTMB Project Manager not be available, to participate in the regularly scheduled bi-weekly checkpoint meetings/conference calls.

The DTMB will be responsible for the following tasks:

- Accept or reject deliverables of work performed by the Contractor
- Coordinate resources, as needed, for the State

Deliverables for Implementation and Support

The Contractor shall submit the following to the DTMB Project Manager:

- Results of Production Implementation and documentation of any outstanding issues with a remediation plan for resolution

Task 9A - Deployment to Production

Contractor, working collaboratively with the PRD DNR IT staff and IT production support, will plan and perform the migration of the modified objects from the test/training environment to the production environment. The production cutover should follow end-user training as closely as possible to allow staff to begin capitalizing on



their knowledge. The production cutover will involve migration of all configurations from the development environment and a final conversion of data from the load spreadsheets.

The PRD DNR Core Team will perform a test of the production environment to confirm the success of the migration.

Assumptions

Contractor assumes the Migration Plan will be used for all object migrations between development environments such that each migration acts as a confirmation of the plan and ensures minimum impact to the final production migration.

Deliverables

- Software Installation and Deployment Report

Task 9B - Post-Implementation Support

Once the production migration is complete, Contractor will provide technical and functional support to the users **on-site for ten days**. This period of post-implementation support will provide a level of comfort to the PRD DNR team and enables quick responses to end users questions and training needs. Contractor will sit with the users to answer functional questions they have on the “first use” of the system as well as to work with the PND DNR IT staff to respond to any system issues that may arise.

Once the on-site support period is over, Contractor will provide a telephone help desk for an additional thirty days. Support will be during PRD DNR’s business hours 7:00 am to 5 pm and will be utilized to answer procedural questions and to provide fixes that do not require rewrite of the baseline software. Support also includes providing file updates and scripts needed to repair database problems. Help desk support does not include development of new functions or enhancements to baseline software.

For purposes of definition, an enhancement or defect is defined as:

Enhancement – the provision of new functionality for the user community created by a request for:

- new functionality not currently provided by the enterprise system to support an initiative or policy of [CLIENT’S]
- changes to existing functionality to add value by enhancing the user interface to the system
- changes to existing functionality to remove a bottleneck or hardship for data entry or system use
- changes to existing functionality due to missed requirements or missed test scenarios

Defect – the correction of functionality for the user community caused by:

- system not working as per the approved requirements
- system not working as approved during acceptance testing
- user discovered defect in the out of the box functionality as delivered by the vendor

Contractor will be responsible for curing all defects introduced by their development activities but will not be responsible for any defects in the out of the box functionality as delivered by the vendor, IBM Tivoli. Contractor will log the known defect from the vendor and will work with IBM Tivoli to determine within what fix pack or version the fix will be delivered.



Contractor will continue the bi-weekly project status meetings as “checkpoints” with the DNR Project Manager and/or his/her specified representative and DTMB Project Manager (if available) during the three month support period to discuss outstanding issues or questions from the DNR.

Deliverables

- Defects Log
- Bi-Weekly Checkpoint Status Reports

Task 9C – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Be-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor’s project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports



- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices

10. Project Management and Administration

The Contractor will work with DNR to provide specific project management services, technical direction, and control of project personnel, activities, and deliverables to provide a framework for project planning, communications, regular reporting, procedural and contractual obligations, and aid in ensuring overall project execution on time and schedule and within approved budget.

Task 10 – Develop Phase Two Project Plan and Scope

Once Phase 1 is complete, Contractor will have all of the information necessary to draft the Phase 2 plans including:

- **Implementation Strategy** - A single deployment or phased approach for the users which includes the recommended order of upgrade or conversion, the implementation method, and the requirements to be configured within each phase.
- **Software and Licensing Acquisition Strategy** – describes the types and number of user licenses recommended to be acquired for each phase of the upgrade and implementation activities.
- **Implementation Tasks** - this section of the Implementation Plan will define the scopes for each DNR area to implement Maximo and convert the existing data they wish to preserve as well as post-deployment stabilization.
- **Implementation Plan Schedule** - a project plan showing the order and duration of the implementation tasks for each departmental group for a total implementation timeline including expected level of effort for the Contractor and PRD DNR team members.
- **Resource/Staffing Plan** – an estimate of the Contractor and PRD DNR resources required as well as the expectations and level of effort for each.
- **Cost Estimate** – a budgetary estimate of each work package and the total Maximo implementation.

Contractor will conduct a **one-day on-site** collaborative review session with the Core Team and Project Sponsors for acceptance and sign-off.

Deliverables

- Phase 2 Project Plan
- Phase 2 Scope of Work

Task 11 – Design and Build GIS and Maximo Interface

Contractor, working with the appropriate GIS SME's, to develop the interface technical design document based on the outcomes of, and agreements reached during, the visioning workshops within the Task 2 work activities. Note: These outcomes and agreements may include changes in the scope of the GIS and Maximo Interface. Contractor will participate in up to three (3) days of on-site technical design workshops at a time mutually agreed upon between the Contractor and DNR participants..

The GIS interface will include integration points for:



- Locations
- Assets
- Work Orders
- Service Requests

The following is a list of functionality that Contractor will configure on DNR's behalf as part of the Maximo Spatial implementation:

- Creation of New Assets and Locations from GIS to Maximo Using Maximo Spatial Adapter.
- Default Cross Reference Table Processing to Pre-Populate Pertinent Fields on the New Locations and Assets Created (creation processing only; no updates).
- Decommission of Assets in Maximo Based on Deletions or State Changes in GIS.
- Automatic Creation of Spatial Points for Work Orders and Service Requests Written Against GIS Assets (creation process only; no updates).

The following functionality is explicitly excluded from scope for the Maximo and GIS interface:

- Conditional Display of GIS Attributes for Display and Editing in the Maximo Work Order Application as appropriate for the GIS Feature Class Record. Contractor assumes this functionality would be developed as part of the mobile toolset for the full Phase 2 deployment.
- Asset Swapping Processes –This functionality exists in Core Maximo but is typically modified in GIS based implementations to preserve the positional point on the map while swapping the equipment in service at that positional location. If this functionality is desired; it is assumed it will be configured within the mobile toolsets as part of the Phase 2 full deployment.
- Desktop and Mobile Redlining Functions -Contractor assumes that any configurations for viewing and processing redlines from the field crews would be included in the Phase 2 full deployment.
- Population or Update processing for asset and location descriptions based on GIS attribution updates in Maximo – Starboard assumes that the GIS attributes will be made available to the field users via the mobile toolset as part of the Phase 2 full deployment..
- Advanced address searching features; the out of the box search functions will be utilized by DNR..

The GIS interface implementation is assumed to include no more than 50 Feature Class/Subtypes to be integrated to Maximo .

Maximo Spatial Adapter Assumption

Contractor assumes the Maximo Spatial Adapter will be used for integration points between Maximo and GIS and that the objects as delivered with the Adapter will be utilized.

Further, the Maximo Spatial map services are provided to the users by registering GIS map services within the Map Manager and thus all map service development will be the responsibility of the DNR GIS development team.

GIS Environment Assumptions

Contractor assumes the following for the GIS environment to which Maximo will integrate:

- DNR is proficient in GIS and thus no ESRI resource will be required from Contractor for this project.
- DNR is running ESRI ArcGIS server 10.2.2 or 10.3 or will upgrade to this version prior to the beginning of any integration development activities.



Deliverables

- Enterprise Design Document for the GIS Interface

Task 11A – Project Management

The PRD DNR and Contractor Project Manager shall work collaboratively to provide oversight of the Maximo Implementation project. The PRD DNR Project Manager will be responsible for:

- Managing the PRD DNR Human Resources for the Project
- Preparing Meeting Minutes for Meetings Facilitated by PRD DNR
- Communicating and Provide Status Reports as per the Communication Plan
- Serving as the Liaison between the Project Team and the Overall Stakeholder/User Community
- Managing Defects, Actions, and Issues
- Organizing and Manage Deliverables on the Project Shared Folder(s)
- Managing Contractor Deliverables through the Deliverable Acceptance Process
- Managing Enhancements through the Change Control Process

The Contractor Project Manager will be responsible for:

- Managing the Contractor Human Resources for the Project
- Preparing Meeting Minutes
- Creating Bi-Weekly Status Reports
- Preparing Change Orders (if necessary)
- Developing and Managing the Project Schedule
- Developing and Adhering to the Communication Plan
- Developing Meeting Minutes for Meetings Facilitated by Contractor
- Developing Invoices and Manage Budget

Assumptions

Contractor assumes the PRD DNR assigned Project Manager will work collaboratively with the Contractor Project Manager to fulfill the duties as listed above.

The PRD DNR Project Manager will be responsible for all communications to the project team and employees with Contractor's project manager providing input into these communications via the deliverables below and as requested by the PRD DNR Project Manager.

All deliverables will be organized by the PRD DNR Project Manager via the project collaboration shared drive and the issues, actions, and enhancements lists will be maintained by the PRD DNR Project Manager with input from the Contractor team as needed and based on the periodic status reports.

Deliverables

- System Implementation Plan and Bi-Weekly Schedule Updates
- Bi-Weekly Status Reports
- Change Orders (as needed)
- Meeting Minutes
- Monthly Invoices



STATE OF MICHIGAN
 Contract No. **071B5500058**
 DNR Asset Management Pilot, Maximo Consultant Services

EXHIBIT B
GENERAL REQUIREMENTS

	Contractor Response
1. Company Contact Information.	
Sole contact authorized to receive and sign Contract.	Karen A. Buck, Executive Director
2. Company Background Information.	
Legal business name and address.	Starboard Consulting, LLC
What State is your business incorporated in?	Florida
Phone number.	407-622-6414
Website address.	www.starboard-consulting.com
Number of years in business and number of employees.	7 years/35 employees
Legal business name of any applicable parent company and address.	N/A
Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)? If so, why and how has it affected the company?	No
Has your company had any contract terminated for contractor default in the last 3 years? If yes, explain when and the reasons for the termination.	No
3. Business Owned by Qualified Disabled Veteran	No
4. Experience with the State of Michigan.	No
5. Strategic Relationships.	
Explain any partnerships and strategic relationships you currently have or have used that would bring significant value to the State, and how that relationship will bring value to the State.	Starboard is a Gold-accredited, IBM Premier Business Partner and Maximo/Tivoli reseller. Our company retains IBM's highest rating amongst Maximo partners. Starboard is also a Silver Partner with Esri.
6. Principal Place of Business.	
The Contractor must identify the location (city, state and zip code) that would have primary responsibility for this account if awarded a contract.	Starboard Consulting 2170 West State Road 434, Suite 124 Longwood, FL 32779
7. Standard Contract	
The Contractor must affirm that it agrees with the Standard Contract Terms, or if it does not agree, identify the specific exceptions to the Standard Contract Terms.	Agreed without Exception in Buy4Michigan



STATE OF MICHIGAN

Contract No. **071B5500058**
 DNR Asset Management Pilot, Maximo Consultant Services

**EXHIBIT C
 PRICING**

1. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. An hourly unit rate table is also provided for future time and materials work to be completed through this Contract. **Table II below.**
3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Table I

Deliverable Milestone	Estimated Hours	Cost	Acceptance date
1. Project Initiation and Planning	140 hrs with PM Allocation	\$24,720	February 2015
2. Business Process, Requirements and GAP Workshops	750 hrs with PM Allocation	\$149,090	May 2015
3. Install Maximo 7.5	190 hrs with PM Allocation	\$34,150	Optional CCN
4. Maximo 7.5 (Train-the-Trainer) Training and Technical and System Administrator Training	300 hrs with PM Allocation	\$54,850	Optional CCN
5. Maximo 7.5 Configuration and Customization	300 hrs with PM Allocation	\$57,610	Optional CCN
6. Maximo 7.5 Data Templates and Data Loading	400 hrs with PM Allocation	\$70,490	Optional CCN
7. Maximo 7.5 Business Intelligence and Reporting Tools (BIRT)	200 hrs with PM Allocation	\$35,990	Optional CCN
8. Maximo System Testing and UAT	300 hrs with PM Allocation	\$53,700	Optional CCN
9. Implementation Go-Live and Post Go-Live Support	550 hrs with PM Allocation	\$100,850	Optional CCN
10. Project Management and Administration	120 hrs	\$20,000	Optional CCN
11. Implement GIS/Maximo Interface	500 hrs with PM Allocation	\$95,000	Optional CCN
Total Fixed Price Estimate			\$696,450



Table II

Time and Materials (T&T) Labor Rate Tables

Note: The following categories are provided for vendor's convenience. If additional roles are required, please provide relevant detail.

Future Enhancements, Configuration and/or Customization	Unit cost (\$)
Project management	\$210
Business analysts	\$210
System analysts	\$185
Programmer/developers	\$185
System administrators	\$185
Database administrators	\$185
Q/A Manager	\$210
Security specialist	\$185
Testers	\$210
Technical writers	\$100
CM specialists	\$210
System Architects	\$185
Network engineer/administrator	\$185
Software Architects	\$210
Project assistants	\$100
Web developers	\$185
Application trainers	\$210
Others: (List) below):	



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Starboard Consulting, LLC (“**Contractor**”), a Florida limited liability company. This Contract is effective on **December 31, 2014** (“**Effective Date**”), and unless terminated, expires on **December 30, 2017**.

This Contract may be renewed for up to **3** additional **1 year** period(s). Renewal must be by written agreement of the parties.

The parties agree as follows:

- 1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Christine Mitchell State of Michigan DTMB Procurement Constitution Hall, 1 st Floor 525 West Allegan Lansing, MI 48909	If to Contractor: Gerry Schoonmaker Project Manager Starboard Consulting, LLC 2170 West State Road 434, Suite 124 Longwood, FL 32779 gschoonmaker@starboard-consulting.com
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[Email] mitchellc4@michigan.gov [Phone] 517-284-7020	(407) 392-3183 Office (941) 662-8679 Cell
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

If to State:	If to Contractor:
Christine Mitchell State of Michigan DTMB Procurement Constitution Hall, 1 st Floor 525 West Allegan Lansing, MI 48909 [Email] mitchellc4@michigan.gov [Phone] 517-284-7020	Karen A. Buck, Executive Director Starboard Consulting, LLC 2170 West State Road 434, Suite 124 Longwood, FL 32779

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

If to State:	If to Contractor:
<p>The designated Agency Project Manager:</p> <p>Dan Lord DNR, Parks & Recreation Planning Section, Development Unit Constitution Hall, 5th Floor, NW 525 W. Allegan, PO Box 30257 Lansing, MI 48909 517-335-2003 Office 517-373-4625 Fax lordd1@michigan.gov</p> <p>And</p> <p>The designated DTMB Project Manager:</p> <p>Gaurang Mehta DTMB Customer Services Business Planning & Process Architecture for DNR, DEQ and MDARD Hollister, 5th 106 W. Allegan Lansing, MI 48933 517.241.7996 Office 517-241-8379 Fax MehtaG@michigan.gov</p>	<p>Project Manager:</p> <p>Gerry Schoonmaker Starboard Consulting, LLC 2170 West State Road 434, Suite 124 Longwood, FL 32779 gschoonmaker@starboard-consulting.com (407) 392-3183 Office (941)662-8679 Cell</p>

Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, scope and specifications of the Contract. DTMB-Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.



5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims-made policy, provide 3 years of tail coverage.
Motor Vehicle Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$100,000 Each Accident \$100,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Cyber Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.



If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

7. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
8. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
9. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
10. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
12. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.



In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
14. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 19, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

15. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date all contract deliverables for pilot locations have been delivered, accepted and pass any review period as identified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
16. **Terms of Payment.** (Payment Schedule is defined in Exhibit A, Section 6.2) Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under the Contract are for the State's exclusive use. Prices are exclusive of all taxes, and Contractor is solely responsible for payment of any applicable taxes.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. 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 Contract.



17. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
18. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
19. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, 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 the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities 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 Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

20. **Termination for Convenience.** The State may immediately terminate this Contract 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 of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 21, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
21. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.



22. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, 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.

23. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
24. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
25. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

Reserved



26. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. 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 survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. 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 Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of 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 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) without



limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the 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, 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. This Section survives the termination of this Contract.

27. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. **Meaning of Confidential Information.** For the purposes of this Contract, 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: (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). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **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 Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. **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 Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

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

Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should 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 must certify the same in writing within 5 calendar days from the date of termination to the other party.

28. **Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.



Reserved.

29. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

30. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 19, Termination for Cause.
31. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
32. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
33. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to



employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

34. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
35. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
36. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
37. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
38. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
39. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
40. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
41. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
42. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.



43. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
44. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
45. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by agreement executed by DTMB Procurement and signed between the parties (a duly authorized "**Contract Change Notice**").