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

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

CONTRACT CHANGE NOTICE

Change Notice Number **15**

to

Contract Number **180000000248**

CONTRACTOR	
	EVANS CASELOAD INC
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	CV0066977

STATE			
	Program Manager	Various	MULTI
	Contract Administrator	Christopher Martin	DTMB
		517-643-2833	
		martinc20@michigan.gov	

CONTRACT SUMMARY

ENHANCED DOCUMENT MANAGEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		April 11, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,815,893.64	$0.00	$11,815,893.64

DESCRIPTION

Effective 1/16/2020, the following amendments are incorporated into this Contract per attached SOW. This change includes the completion of the UIAC project - having moved from LARA to LEO. The cost to complete this project is not to exceed $130,547.80 of previously authorized funds.

Please note that additional Program Managers have been added to this Contract:
Michael Weiszbrod for DTMB
Julie Petrik for LEO

Please note the Contract Administrator has been changed to Christopher Martin.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LARA	Julie McMurtry	517-335-2484	McMurtryJ@michigan.gov
DTMB	Stuart Willard	517-284-5300	willards@michigan.gov
DTMB	Michael Weiszbrod	517-241-2928	WeiszbrodM@michigan.gov
LEO	Julie Petrik	517-284-9319	PetrikJ@michigan.gov

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

Project Title: **myCaseLoad for Unemployment Insurance Appellate Commission (UIAC)**	**Period of Coverage:** **09/30/2019 through 09/30/2020**
Requesting Department: **Labor & Economic Opportunity (LEO)**	**Date:** **11/19/2019**
Agency Project Manager: **Julie Petrik (LEO)**	**Phone:** **517-284-9319**
DTMB Project Manager: **Michael J. Weiszbrod (LEO)**	**Phone:** **517-241-2928**

Brief Description of Services to be provided:

BACKGROUND:
The Michigan Office of Administrative Hearings and Rules was directed by the U.S. Department of Labor to provide a case management system for MCAC. This project has been initiated to satisfy that requirement by providing MCAC with an electronic case management system (to replace their aging existing system called BR-Track)

PROJECT OBJECTIVE:
Add funds to the existing contract to cover the cost of licenses, subscription, testing, and final go live of an instance of MyCaseload (MCL). The new MCL instance will allow MCAC to electronically receive appeals, schedule and review each case, and produce all necessary documentation for each ruling. The MCL application will also provide metrics for necessary reporting.

SCOPE OF WORK:
Unemployment Insurance Appellate Commission: Evans CaseLoad will implement a new MCL application and provide application software licensing and subscription

DELIVERABLES:
Evans CaseLoad will work with the state to 1. Provide licensing and software subscription 2. Test the designed MCL application and 3. Implement the application into production environment with 'go live'

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 180000000248.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 180000000248.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 180000000248.

PAYMENT SCHEDULE:

Description	Amount	Date Due
Testing	$15,000.00	January 30, 2020
Go Live	$15,000.00	March 5, 2020
Software Licenses	$75,520.00	
Software Subscription (1 yr)	$25,027.80	

For any options to renew (see Section 2.002 of original contract), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals. Payment terms are Net 45 Days and will be made on the due dates listed above pending acceptance of deliverables.

EXPENSES:

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

PROJECT CONTACTS:

The designated Agency (LEO) Project Manager is:
Julie Petrik
petrikj@michigan.gov
517-284-9319

The designated DTMB (LEO) Project Manager is:
Michael Weiszbord
weiszbrodm@michigan.gov
517-241-2928

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

myCaseLoad

Implementation Project Plan

Evans CaseLoad Inc.
1915 Danforth Ave
Toronto, ON M4C 1J5
Canada
416-762-0236
support@caseload.com

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System Overview

This single case management solution will improve business processes, reporting, and improve the quality of information accessed and used by staff and clients.

The primary goal of this project is to install and configure an instance of myCaseLoad that will improve the overall efficiency in which UAC manages cases.

In addition to the myCaseLoad base solution, the following modules will also be configured and implemented:

- Full Text Search
- Exchange
- Document Publishing
- Document Packaging

Assumptions

The following list of assumptions have been made in order to provide a basis for planning and estimating. Should there be a change in any of the assumptions, a change request process will be utilized in order to understand the impact on the cost and timelines of the project and for formal approval. Required resources (subject matter experts) will be made available for the various phases of the project to ensure proper configuration of the system

- No customizations to the software are required
- Estimates found within are subject to change pending the finalization of the workflow mapping documentation
- UAC has (or will have) the hardware and software in place for the implementation
- UAC (or MITAT) has a resource available to create the necessary reports and templates to be utilized by the system
- UAC has an internal training resource to provide the necessary end user training

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Management Overview

Project Management will be provided by both CaseLoad as well as UIA in order to ensure that the various tasks assigned to members of their respective groups are carried out as outlined in the project schedule and guarantee that a sound project management approach is employed throughout the life of the project.

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Implementation Methodology Overview

This section provides a detailed overview of our approach and the work involved in the various project phases.

Phase One – Planning and Base Software Delivery

Phase One Tasks

- ✓ Formation of the Implementation Project Team (IPT)
- ✓ Scope and Budget Check
- ✓ Review Project Plan
- ✓ Create Project Website (initial test and configuration environment)

Introduction of Project Plan and Process

At the outset of the project, there are a number of decisions to be made and items to be documented. Our CaseLoad Team will meet with key members of your implementation team to present an overview of the process and the proposed project plan. The benefits of the myCaseLoad product will be communicated, as well as the detailed functionality of the solution and our understanding of the requirements. Changes will be agreed upon at this meeting if the Appeal Commission's schedule requires adjustments or if delays have occurred prior to the contract date.

Implementation Project Team

The first committee is the Implementation Project Team (IPT). The core members will consist of a CaseLoad Project Manager, Business Analyst and Sr. Consultant. From UAC, the members will include a Project Manager, SMEs, Trainer, Test Lead and Technical Analyst. The IPT will be contributing to the Information Gathering sessions, reviewing project documentation, conducting user acceptance testing, creating user training materials, and training the end users.

Scope and Budget Check

At this stage, the Project Managers ensure that the budgeted funds are sufficient to cover the software license fees, service fees and the Subscription Program fees for the initial year. This budget is based on the known features and functionality to date. An additional scope and budget check will be performed after the workflow mapping has been completed to ensure that any newly surfaced required items are included in the solution.

Installation of the Project Site

UAC will be provided with their own Project Site on a CaseLoad Software server at the CaseLoad Software office location. This site will provide a straightforward method for:

- Workflow configuration setup and testing
- Administration setup
- Report and template developments
- Customization reviews
- Testing

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Before the final User Acceptance Testing and User Training phases begin, this fully configured system will be packaged and made available for download for local install.

Creation of Client SharePoint Site

To facilitate effective communication amongst all members of the team from both the UAC and CaseLoad sides, a Client SharePoint Site is created on the CaseLoad servers to provide a library for all project related documentation, reports and diagrams. In addition, all risks and issues are tracked and managed through this site.

Each member of the team will be given a username and password will be provided to the UAC team so that they can access the site.

Phase Two – Information Gathering and Documentation

Phase Two Tasks

- ✓ Develop New myCaseLoad Configuration
- ✓ Provide Workflow Process Analysis
- ✓ Conduct Gap Analysis
- ✓ Prepare Customization Specifications
- ✓ Deliver Requirements Document

Provide Workflow Process Analysis

A key activity in this project will be the Information Gathering session that will ensure the workflow process details are accurately documented.

A CaseLoad Analyst will start the process of extracting and documenting your existing or proposed internal processes ("process mapping"). The information is gathered during these sessions, through a series of interviews that will trace the complaint from initial file to every possible final disposition. This incremental analysis and design effort will attempt to capture the key system requirements while continually involving the key IPT participants.

The process mapping will be captured in a tool called CaseComplete. This online application provides an efficient approach for documenting, reviewing, editing and approving requirements.

Conduct Gap Analysis

An analysis of the gap between the myCaseLoad functionality and your business requirements will be conducted during this phase. In some instances, a "gap" may be identified where the application does not adequately meet the requirement. In such cases, customizations may be required in order to address the gap.

Note: For this particular implementation, it is assumed that no customizations will be required.

Development and Delivery of the Workflow Requirements Document

An outcome of the Information Gathering sessions will be a document detailing:

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- Required workflow processes documented in CaseComplete
- Any customization requirements and associated costs

Phase Three – Execution Phase

Phase Three & Four Tasks

- ✓ Setup of Admin Settings
- ✓ Workflow and Wizard Configuration
- ✓ Mail Merge Template and Report Creation
- ✓ Customization Development (if needed)

Setup of Admin Settings

A CaseLoad Business Analyst with work with the chosen Administrator of the system to begin entering and setting various Administration settings such as Case Types, Document Types, Resources, etc.

Workflow and Wizard Configuration

The workflow processes captured via CaseComplete are translated, by the CaseLoad Business Analyst, into a Workflow Designer tool and reviewed on a regular basis with the UAC team in order to confirm the workflow in action throughout the configuration of this phase.

Mail Merge Template and Report Creation

A member of the UAC will be responsible for the creation of the templates to be uploaded to myCaseLoad. These templates will be associated with "document packets" and made available for generation by the system.

Phase Four – Testing

Phase Five Tasks

- ✓ Initial system testing on the Project Site
- ✓ Delivery of configured solution to UAC
- ✓ Establish local testing and training environment
- ✓ Conduct user final acceptance testing (by UAC)
- ✓ Program bug fixes

Once the workflows have been configured testing will be conducted on the project site to ensure they are working as designed. Testing on the project site makes it easy for making adjustments should any be required.

During this phase, the local environment will need to be in place and prepared for the delivery of the fully configured version of myCaseLoad.

UAC will create the use cases that will be utilized during final user acceptance testing. This testing will ensure that each element of the application meets the functional requirements and ensure that the customized features and workflow outlined in the Workflow Process Document perform as planned within the local environment.

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Upon completion of the initial system testing on the Project Site and the development of the use cases to be utilized during testing, the system will be packaged and delivered to the UAC site for installation and final user acceptance testing.

CaseLoad will work closely with the UAC team during the testing to identify any software issues and provide any necessary bug fixes. Final integration tests will prove that the system works as an integrated unit when all the fixes and changes to the existing functionality are complete.

Phase Five – Deployment Phase

Phase Six Tasks

- ✓ Design training course and database (by UAC)
- ✓ Conduct End-User Training (by UAC)
- ✓ Establish Production Environment
- ✓ Install Production Website at UAC Site
- ✓ Perform Data Conversion
- ✓ Go Live

End-User Training

The UAC Training Lead will conduct functional training that will focus on data entry and information inquiries using your specific application. If your implementation requires custom modifications, the classroom user-training should occur after custom modifications have been delivered and tested and as close to the "Go-Live" date as possible.

Training usually consists of a combination of lecture, demonstration, and hands-on exercises. End-users should dedicate at least one day to training, with half of the time spent on lecture and discussion, and the other half spent on practice and exercises.

Production Environment

This component represents the activities associated with the actual production implementation. UAC's Technical Analyst will establish the production environment with the assistance of CaseLoad as needed.

A go/no-go meeting will take place to ensure that everything is in order leading up to the go live date.

On the Go Live date, it is important to have all internal project staff available in case they are needed.

At this point, the warranty period will begin.

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The Schedule and Major Tasks

Schedule

The project schedule is housed within an online project management tool utilized by CaseLoad and it will contain the most up-to-date scheduling information. Access to the schedule will be made available to all parties.

Major Tasks

The following table provides an outline of the major tasks involved in this project.

Task	Description	Resources Involved
Project Kickoff	Kickoff of the project with a high level review of what the team members can expect throughout the life of the project	- All project members and stakeholders
Information Gathering	Facilitated by a CaseLoad Business Analyst, all business requirements and processes related to case management are mapped. In addition, should there be any customizations requirements (functionality that falls outside of what myCaseLoad can perform either out of the box of through configuration), these too will be surfaced and captured.	- CaseLoad Business Analyst - Subject Matter Experts - Technical Lead
Development of Workflow Process Document	All of the workflows and configuration requirements are documented in the Workflow Process Document. In addition, any customizations and their associated costs will also be included in this document.	- CaseLoad Business Analyst
Review and Confirmation of Workflow Process Document	Review the Requirements Document, provide feedback on where adjustments need to be made in order to obtain final signoff.	- Subject Matter Experts - Technical Lead
Workflow Development	Workflows are created within the system (Project Site) based on the workflow mappings found within the Requirements Document.	- CaseLoad Business Analyst
Workflow Reviews	As the workflows are being developed, they will be reviewed periodically with the subject matter experts in order to confirm that the flows are evolving as documented.	- CaseLoad Business Analyst - Subject Matter Experts
Environment setup	The Technical Analyst will ensure that both a test and production environment has been setup and ready for the ultimate arrival of the fully configured system (Project Site).	- Technical Analyst
Creation of Mail Merge Templates		- Data Analyst - Business Analyst
Creation of Test Scripts	The Test Lead will develop any required test scripts based on the configuration that has taken place on the Project Site.	- Test Lead
Creation of Training Material	The Trainer will develop any required training documentation based on the on the Project Site.	- Trainer
Install of configured myCaseLoad	The fully configured Project Site along with its database will be packaged, shipped and installed in the local environment.	- Technical Analyst - Data Analyst - CaseLoad Technical Analyst

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Task	Description	Resources Involved
UAT	User Acceptance Testing will take place and will be based on the test scripts that were developed in order to ensure the application performs as designed.	- Test Lead - Testers
User Training	End user training will take place lead by the Trainer and based on the training material developed.	- Trainer - End Users
Go Live	The testing site will be migrated to the production environment and the application will “go live”.	- Technical Analyst

Communication Plan

The following table outlines the communication plan and recurring activities within the Implementation Project Team (IPT) other stakeholders who have an active involvement in the project or informational requirements for the project.

Name	Objective	Frequency	Audience	Format	Output
Project Status Meeting	Status Report Review, Upcoming Milestones, Notable completions from the previous period	Bi weekly	IPT	Conference Call	Action Items
Workflow Review Meetings	Review new workflow developed, provide feedback	1 per week during workflow development	Business Analyst / Subject Matter Experts	Conference Call Join.me	Workflow Validation

Change Management Plan

The change management plan exists to provide a formal process for:

- Submission and receipt of change requests
- Review and logging of change requests
- Determination of the feasibility of change requests
- Approval of change requests
- Implementation and closure of change requests

Change request forms should be used to submit any requests to change the project scope, budget, or schedule. The change request form can be found at: insert path to form.

All change requests should be tracked in the change request log and stored on SharePoint

Process

Change requests for this project will be handled in the following manner:

1. Written change request is submitted
2. CaseLoad Project Manager logs the change request in the change request log

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3. CaseLoad team evaluates the change request and estimate impact to scope, schedule, and cost
4. CaseLoad Project Manager updates change request log to reflect that change request is in review
5. CaseLoad Project Manager takes the change request to the project stakeholder (or change review board)
6. Stakeholder (or change review board) reviews change request and either approves it, rejects it, or defers it for later iterations in the project
7. Project manager updates project workbook change request log to reflect decision made by change review board.
8. Stakeholders, sponsors, and team members are notified of decision about change request.

Risk Management

Risks will be handled via our online Risk Management System found within our SharePoint environment. This system allows for the logging of, among other items, the following components:

- Name
- Identification Date
- Probability
- Impact
- Status

Once logged, issues and risks are reported to the EAB/FAC Project Manager during the status meetings and are analyzed weekly to ensure that risk-handling activities are appropriately planned and executed until closure.

Risk assessment entails not only programmatic and technical expertise, but also good communications among the members of both project teams. Outlined below are common risk drivers and how CaseLoad seeks to mitigate them during the life of the project.

Typical CMS Project Risks	Potential Issues	CaseLoad Project Risk Mitigation
Inadequate pre-project preparation and planning.	Resources are not available or prepared as required. Infrastructure may not be prepared.	The CaseLoad Project manager will identify all resources required at project initiation, and with our clients' project manager, develop a plan to coordinate resources required and to monitor resource status. CaseLoad's experience with Court CMS projects and the CaseLoad Methodology will mitigate the risks associated with pre-project preparation and planning.

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Typical CMS Project Risks	Potential Issues	CaseLoad Project Risk Mitigation
Incomplete requirements definition.	Expectations are improperly set. Team members are working from a "different page."	A COTS (commercial-off-the-shelf) software purchase from CaseLoad reduces the need to specify every feature in detail, because a strong feature-set is delivered with the base-line product. Requirements have been defined in the customer SOW and the vendor proposal. These will be refined and further documented during the Gap Analysis and Information Gathering session process (see CaseLoad Implementation Methodology). Any changes to requirements and priorities will be documented and approved during a formal process.
Initial scope is too large.	Too many dependencies, inadequate resources, difficult to manage.	The CaseLoad COTS (commercial-off-the-shelf) software approach greatly reduces the typical size concerns of the typical large IT project. The commercial application, myCaseLoad, will satisfy the great majority of the requirements with the standard product. The project will consist of the implementation of the standard application myCaseLoad, through our standard proven, methodology. The Project Manager will mitigate the risks by fine-tuning the master project plan, identifying potential sub-projects, recommending, prioritizing and planning in conjunction with the Implementation Project Team (IPT) and Executive Steering Committee (ESC).
Inexperienced resources.	Tasks not completed in time, impacting project.	CaseLoad resources are experienced with the details of implementing case management systems. Our Project Manager will work closely with our clients to identify and obtain the skills that are required for the project and ensure that the participants clearly understand their roles and responsibilities and the importance of their contribution. Issues will be escalated to the ESC if necessary.
Poor communications.	Team not kept informed, conflicting messages to team.	Frequent and concise communication to all project team members is essential. The CaseLoad Project Manager will track all information related to project issues in a "Project Issues Tracking Report," which will be reviewed frequently with the IPT and with the ESC as needed.
Scope creep.	The project grows bigger each time someone takes another look at it.	"Scope creep" will be managed by the CaseLoad PM and the clients' Project Lead, by requiring that all changes be documented and approved through a mutually agreed upon process. As outlined in the *CaseLoad Implementation Methodology*, it is important that the project be carefully scoped and planned throughout the life cycle process.

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Team Members

Implementation Project Team (IPT)

The IPT will ensure that project deliverables are completed according to the project plan and schedule. General responsibilities include:

- Contribute to the success of the project by taking ownership of deliverables most appropriate to the role
- Proactively identify to the Project Manager all issues and risks affecting project success and/or completion of deliverables the team member is responsible for
- Provide accurate estimates of task durations to support developing an effective project schedule

The Project Core Team consists of the following members

CaseLoad Team

Role	Name
Account Manager	Craig Keller
Project Manager	Jason Cull
Sr. Consultant	Darryl Evans
Business Analyst	Melissa Labrador
Technical/Data Analyst	Skweda O'Bomsawin

UAC Team

Role	Name
Project Sponsor	TBD
Project Manager	TBD
SME	TBD
SME	TBD
SME	TBD
Administrator	TBD
Trainer	TBD
Test Lead	TBD
Technical Analyst	TBD
Data Analyst	TBD
Testers	TBD

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Roles & Responsibilities

The following descriptions represent general roles and responsibilities required from the UAC side.

Name	Role	Responsibilities
TBD	Project Sponsor	• Champion the project to provide exposure to and buy-in from the leadership team • Define the strategic direction of the project • Prioritize cost, scope, schedule and quality for the project • Authorize changes to the project • Accelerate the decision-making process • Launch the Project Initiation phase • Authorize capital budget, if applicable • Approve Project Plan • Participate in reviewing proposed changes to the Project Plan and approve agreed changes • Participate in revising the Business Case, as required, and approving any resultant changes and funding requirements • Act as single communication channel between project team and the leadership team • Attend lessons learned meeting • Sign off on project completion
TBD	Project Manager	• Ensure project team completes the project • Secure acceptance and approval of deliverables from the Project Sponsor and Stakeholders • Ensure client side resources are made available • Attend regular status meetings with core team • Provide input on % completion on client side tasks
TBD	Business Analyst(s) Or Subject Matter Experts	• Act as a liaison among stakeholders to recommend solutions that enable the organization to achieve its goals • Attend and contribute to information gathering sessions • Review and validate requirements documentation • Attend and workflow demonstrations • Validate each workflow created • Attend regular status meetings
TBD	myCaseLoad Administrator	• Attend and contribute to information gathering sessions • Enter Admin all data into myCaseLoad • Review and validate requirements documentation • Attend and workflow demonstrations • Validate each workflow created • Attend regular status meetings
TBD	Trainer	• Attend and contribute to information gathering sessions • Attend and workflow demonstrations • Create end user training documentation • Attend regular status meetings
TBD	Test Lead	• Attend and contribute to information gathering sessions • Attend and workflow demonstrations • Create testing scripts to be used during UAT • Attend regular status meetings
TBD	Testers	• Perform UAT on fully configured system
TBD	Technical Analyst	• Prepare the technical testing and production environment in which the myCaseLoad system will be placed • Installation of the system
TBD	Data Analyst	• Assist with the database components of the system installation • Create and run the necessary data scripts to run against the database • Create the necessary stored procedures to be associated with mail merge templates and reports • Create the necessary reports

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Staffing Requirements

The following table outlines the various skill sets required in order to ensure a successful implementation.

Role	Skill Set
Project Manager	• Experience project manager • Great communicator • Is familiar with the organization the individuals involved • Motivator
Business Analyst(s) Or Subject Matter Experts	• Very knowledgeable of the business processes • Able to articulate the processes effectively • Experienced in reviewing requirement documents
myCaseLoad Administrator	• Very knowledgeable of the business processes
Trainer	• Experienced in training software to adults in a classroom setting • Is able to create effective training material
Test Lead	• Experienced in creating test cases • Familiar with software testing
Technical Analyst	• Familiarity with the local technical environment • Knowledgeable of the security infrastructure • Experienced with software and database installations
Data Analyst	• Able to assist with the database components of the system installation • Able create and run the necessary data scripts to run against the database • Able to create the necessary stored procedures to be associated with mail merge templates and reports • Very good SQL Knowledge • Familiar with creating reports in Microsoft Report Builder

Initial Project Milestone Targets and Invoice Amounts

Milestone	Initial Target Date	Invoice
Initial Planning, Scoping and Solution Setup	Upon issuance of DOIT #	$15,000
Information Gathering and Documentation	October 28, 2019	$20,000
Workflow Signoff	December 3, 2019	$25,000
Testing Signoff	January 30, 2020	$15,000
Go Live	March 5, 2020	$15,000

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MICAC Implementation Cost Estimates.

Summary	
Implementation Services	**Totals**
Implementation Services Total	**$90,000.00**
Licenses & Subscriptions	
Feature Customizations	$0.00
	$0.00
Customization Services Total	**$0.00**
Licenses & Subscriptions	
Software Licenses	$75,520.00
Software Subscription (Year 1)	$25,027.80
Software and Year 1 of Subscription Total	**$100,547.80**
Grand Total	**$190,547.80**

- All estimates are in US dollars
- Does not include any applicable taxes

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License and Subscription Costs

Note: 2019 US Prices				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$35,400.00	1	Included
Standard Edition User	Named User	$2,360.00	20	$47,200.00
Workflow Designer	Named User	$3,540.00	1	Included
Community Website		$11,800.00	1	Included
Full Text Search Module		$4,720.00	1	Included
Exchange Base Module (25)		$11,800.00	1	$11,800.00
Document Publishing Module		$11,800.00	1	$11,800.00
Document Packaging Module		$4,720.00	1	$4,720.00
File Tracking Module		$5,900.00	1	Included
		Total		$75,520.00

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$7,434.00	1	$7,434.00
Standard Edition User	Named User	$495.60	20	$9,912.00
Workflow Designer	Named User	$743.40	1	$743.40
Community Website		$2,478.00	0	$0.00
Full Text Search Module		$991.20	1	$991.20
Exchange Base Module (25)		$2,478.00	1	$2,478.00
Document Publishing Module		$2,478.00	1	$2,478.00
Document Packaging Module		$991.20	1	$991.20
File Tracking Module		$1,239.00	0	$0.00
			Total	$25,027.80

- If MICAC is not under LARA they will need Standard Edition User Licenses
- The Exchange Module is a Named user license and MICAC would be licensed for up to 25 named users
- It is assumed the Community license and the File tracking Licenses are not needed at this time and will not be charged subscription until they are needed.

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Implementation Logistics

Hardware and Software

System Requirements: myCaseLoad Application Server

Item	Requirement
Hardware	A minimum of: • 4GB of memory • 40GB of disk space
Operating system	Any of the following operating systems: • Windows Server 2008 SP2 – Any edition (32-bit or 64-bit) • Windows Server 2008 R2 SP1 – Any edition (32-bit or 64-bit) • Windows Server 2012 – Any edition • Windows Server 2012 R2 – Any edition
Operating system components	Internet Information Services (IIS) for Windows® 7.0 or above with at least the following functionalities: • ASP.NET • .NET Extensibility • ISAPI Extensions • ISAPI Filters • IIS Management Console • Static Content • Windows Authentication .NET Framework 4.0 and above SQL Server 2012 CLR types • x86: http://go.microsoft.com/fwlink/?LinkID=239643&clcid=0x409 • x64: http://go.microsoft.com/fwlink/?LinkID=239644&clcid=0x409 Report Viewer Controls (http://www.microsoft.com/en-ca/download/details.aspx?id=35747)
User authentication	The myCaseLoad Web Server must be part of a domain and be able to authenticate users against a Windows Server Active Directory
Service account	A domain service account with the following rights on the server is required for the normal execution of myCaseLoad: • Read/write/modify the mail merge, logs and Windows temporary folders • Log on as a batch job • Log on as a service • Member of IIS_IUSR local group
Exchange Server	In order to use the Exchange Integration module, Microsoft® Exchange Server® 2007 or above and the following components are required: • Exchange Web Services API

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Item	Requirement

	• A domain service account configured with a mailbox and the following rights[1]:
	  ○ ms-Exch-EPI-May-Impersonate (MS Exchange 2007)
	  ○ ms-Exch-EPI-Impersonation for every user or group for which appointments will be scheduled (MS Exchange 2007)
	  ○ ApplicationImpersonation role for every user or group for which appointments will be scheduled (MS Exchange 2010)

Network proximity	A high speed, switched network is required between the myCaseLoad Web Server and the myCaseLoad Database Server and Exchange Server
Firewall	The following ports must allow traffic from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)
Browser	Windows® Internet Explorer® 9.0 or above with the following configuration: • Run myCaseLoad in Trusted Site or Local Intranet zone • Support for JavaScript® • Support for TLS or SSL if a secured connection to myCaseLoad is configured • Support for file download • Enable Integrated Windows Authentication • Disable pop-up blocker or add myCaseLoad site in the exceptions

[1] More information can be found in the Microsoft Exchange Server documentation: http://msdn.microsoft.com/en-us/library/exchange/bb204095(v=exchg.80).aspx

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System Requirements: myCaseLoad Database Server

Item	Requirement
Hardware	A minimum of: • 8GB of memory • 80GB of disk space (document attachments are now saved on the database server)
Database management system	Any of the following database management systems: • Microsoft SQL Server 2008 R2 SP3 – Any edition* (32-bit or 64-bit) • Microsoft SQL Server 2012 SP2 – Standard, Enterprise or Business Intelligence • Microsoft SQL Server 2014 SP1 – Standard, Enterprise or Business Intelligence
Database management system components	In order to use the optional Full Text Search myCaseLoad module, the following components must be installed on the server: • Enable Common Language Runtime (CLR) option • Collation set to default case-insensitive • Mixed-Mode Authentication • Full Text Search SQL Server optional component • Filter Packs in order to extend the searching capabilities to certain file types: ○ Microsoft® Office 2010® Filter Pack ○ Adobe PDF IFilter
Remote database connection	TCP/IP network protocols must be turned on for the instance under which the myCaseLoad database is installed
Firewall	The following port must allow traffic from the myCaseLoad Web Server and myCaseLoad Report Server: • TCP port 1433 (SQL Server remote connection)

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System Requirements: myCaseLoad Report Server[2]

Item	Requirement
SQL Server Reporting Services®	SQL Server Reporting Services is part of the following database management system: • Microsoft SQL Server 2008 R2 SP3 – Standard, Enterprise or Datacenter (32-bit or 64-bit) • Microsoft SQL Server 2012 SP2 – Standard, Enterprise or Business Intelligence • Microsoft SQL Server 2014 SP1 – Standard, Enterprise or Business Intelligence
Operating system components	.NET Framework 3.5 SP1 or above SQL Server 2012 CLR types • x86: http://go.microsoft.com/fwlink/?LinkID=239643&clcid=0x409 • x64: http://go.microsoft.com/fwlink/?LinkID=239644&clcid=0x409 Report Viewer Controls (http://www.microsoft.com/en-ca/download/details.aspx?id=35747)
Firewall	The following ports must allow traffic from the myCaseLoad Web Server and from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)
Browser	Windows® Internet Explorer® 9.0 or a later version is required for the Report Designer component of Reporting Services

[2] myCaseLoad Report Server can be installed on the same machine as myCaseLoad database server or on a separate machine

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

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

CONTRACT CHANGE NOTICE

Change Notice Number **14**

to

Contract Number **180000000248**

CONTRACTOR	
	EVANS CASELOAD INC
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	CV0066977

STATE			
	Program Manager	Stuart Willard	LARA
		517-284-5300	
		WillardS@michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

ENHANCED DOCUMENT MANAGEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		April 11, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,755,893.64	$0.00	$11,755,893.64

DESCRIPTION

Effective 10/24/2019, the following amendment is incorporated into this Contract per attached SOW. This Contract is utilizing $60,000 of previously authorized funds.

Please note that the Contract Administrator has been updated to Jordan Sherlock.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LARA	Julie McMurtry	517-335-2484	McMurtryJ@michigan.gov
DTMB	Stuart Willard	517-284-5300	willards@michigan.gov

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

Project Title: **myCaseLoad for MOAHR-Michigan Appellate Appeals Commission (MCAC)** **(MCAC is now the Unemployment Insurance Appeals Commission)**	**Period of Coverage:** **09/30/2019 through 09/30/2020**
Requesting Department: **Licensing & Regulatory Affairs - Michigan Office of Administrative Hearings & Rules (MOAHR)**	**Date:** **09/23/2019**
Agency Project Manager: **Julie McMurtry**	**Phone:** **517-335-2484**
DTMB Project Manager: **Stuart Willard**	**Phone:** **517-284-5300**

BACKGROUND: The Michigan Office of Administrative Hearings and Rules was directed by the U.S. Department of Labor to provide a case management system for MCAC. This project has been initiated to satisfy that requirement by providing MCAC with an electronic case management system (to replace their aging existing system called BR-Track).

PROJECT OBJECTIVE: Add funds to the existing contract to cover the cost of designing an instance of MyCaseload (MCL). The new MCL instance will allow MCAC to electronically receive appeals, schedule and review each case, and produce all necessary documentation for each ruling. The MCL application will also provide metrics for necessary reporting.

SCOPE OF WORK:
Michigan Compensation Appellate Commission: Evans CaseLoad will design a new MCL application and document business requirements documented with the assistance of pertinent LARA & LEO personnel.

DELIVERABLES:
Evans CaseLoad will provide the state with a documentation that includes:

1. The new CaseLoad configuration
2. Workflow process analysis
3. Gap analysis from the base configuration
4. Any customized specifications
5. Requirements listing

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 180000000248.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 180000000248.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 180000000248.

PAYMENT SCHEDULE:

Description	Amount	Date Due
Initial planning, scoping & solution prep	$ 15,000.00	November 15, 2019
Information gathering and documentation	$ 20,000.00	November 30, 2019
Workflow and Gap Analysis	$ 25,000.00	December 15, 2019.

For any options to renew (see Section 2.002 of original contract), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals.

Payment terms are Net 45 Days and will be made on the due dates listed above pending acceptance of deliverables.

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Julie McMurtry
mcmurtryj@michigan.gov
517-335-2484

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted/paid.

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

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

CONTRACT CHANGE NOTICE

Change Notice Number **13**

to

Contract Number **180000000248**

CONTRACTOR	
	EVANS CASELOAD INC
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	CV0066977

STATE			
	Program Manager	Stuart Willard	LARA
		517-284-5300	
		WillardS@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 275-1132	
		simsm4@michigan.gov	

CONTRACT SUMMARY

ENHANCED DOCUMENT MANAGEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		April 11, 2020

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,755,893.64	$0.00	$11,755,893.64

DESCRIPTION

Effective 10/7/2019, the following amendment(s) is (are) incorporated into this Contract per attached SOW. This change includes enhancements and upgrading to version 6.3 of the MyCaseLoad software per the attached quote. The not to exceed amount for these changes is $55,300.00 using previously authorized funds.

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

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
LARA	Julie McMurtry	517-335-2484	McMurtryJ@michigan.gov
DTMB	Stuart Willard	517-284-5300	willards@michigan.gov

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

Project Title: **myCaseLoad UA/GA Upgrade to v6.12**	**Period of Coverage:** **09/01/2019 through 12/31/2019**
Requesting Department: **Licensing & Regulatory Affairs - Michigan Office of Administrative Hearings & Rules (MOAHR)**	**Date:** **09/01/2019**
Agency Project Manager: **Julie McMurtry**	**Phone:** **517-335-2484**
DTMB Project Manager: **Stuart Willard**	**Phone:** **517-284-5300**

BACKGROUND: The Michigan Office of Administrative Hearings & Rules (MOAHR) uses the Evans myCaseload application to schedule and manage each administrative hearing held by MOAHR. The current version of MCL-MAHS (UA & GA) must be updated as soon as possible to meet bureau and SOM-DTMB requirements.

PROJECT OBJECTIVE: Request for additional funding to Master Contract for design and development services necessary to upgrade MyCaseLoad application from v6.3 to v6.12. The work requested will be performed by the vendor; Evans Caseload.

SCOPE OF WORK:
MCL-MAHS upgrade to v6.12: Work performed will include but is not limited to the following:

- Review and modification/upgrade to all workflows.
- Review and modification/update to all wizards.
- Review and modify application configuration as necessary to upgrade MCL-MAHS case management application from v6.3 to v6.12.
- Evans will make available its test environment so MOAHR staff can test the application in v6.12.
- Following the rewrite and successful UAT, Evans will assist with upgrade of MCL-MAHS Production environment from v6.3 to v6.12.

Upgrade is long overdue and required to remain compatibility with current SOM software suite and NGDI server environment. Upgrade will also allow MOAHR to take advantage of new application features.

Quote reference: Evans #06242019.

DELIVERABLES:
All workflows, wizards, and other necessary code will be reviewed and modified according to myCaseload v6.12 requirements. Evans will provide a script to be used for the upgrade of MCL-MAHS PROD to v6.12 and will assist as necessary to verify that the app is fully functional after implementation.

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 071B0200162.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 071B0200162.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 071B0200162

PAYMENT SCHEDULE:

Description	Amount	Date Due
Upgrade MCL-MAHS from v6.3 to v6.12. Review and redesign current workflows, wizards, and application configuraton as necessary. Assist with upgrading production environment.	$55,300.00	Upon Completion

For any options to renew (see Section 2.002), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals. Payment will be made on a yearly basis. The payment terms are Net 45 days.

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Julie McMurtry
mcmurtryj@michigan.gov
517-335-2484

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

CaseLoad

MIOAH Workflow Upgrade Quote

June 24, 2019

Dear Kerry,

As part of the upgrade to the latest version of myCaseLoad, CaseLoad will review and update all customized workflows originally created to address MIOAH's business needs.

Total Estimated Cost: $55,300 (excluding taxes)

Start Date: TBD upon approval

Delivery: Approximately 6 weeks from approval pending workload at time of approval

As always, it's a pleasure doing business with you. We look forward to completing the request to your satisfaction.

Sincerely,

Jason Cull

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

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

CONTRACT CHANGE NOTICE

Change Notice Number **12**

to

Contract Number **171180000000248**

CONTRACTOR	
	EVANS CASELOAD INC
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	CV0066977

STATE			
	Program Manager	Stuart Willard	LARA
		517-284-5300	
		WillardS@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 275-1132	
		simsm4@michigan.gov	

CONTRACT SUMMARY

ENHANCED DOCUMENT MANAGEMENT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2020

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		N/A

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,743,643.64	$12,250.00	$11,755,893.64

DESCRIPTION

Effective 4/29/2019, this Contract is increased by $12,250.00 to cover the cost to redesign and update the existing Tax Tribunal e-Filing forms per the attached Statement of Work. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

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

Project Title: **myCaseLoad Tax Tribunal e-Filing Forms Update**	**Period of Coverage:** **02/01/2019 through 05/01/2019**
Requesting Department: **Licensing and Regulatory Affairs - Michigan Administrative Hearing System (MAHS)**	**Date:** **03/04/2019**
Agency Project Manager: **Julie McMurtry**	**Phone:** **517-335-2484**
DTMB Project Manager: **Stuart Willard**	**Phone:** **517-284-5300**

BACKGROUND: The Michigan Administrative Hearings System requires that the online forms used by Tax Tribunal be updated to match current requirements. These are E-filing forms that are out of date and need to be modified.

PROJECT OBJECTIVE: Add funds to the existing contract to cover the cost to redesign and update the existing Tax Tribunal e-Filing forms.

SCOPE OF WORK:
Tax Tribunal E-filing Forms Update: Evans CaseLoad will modify/update, test, and assist with the implementation of all Tax Tribunal e-Filing forms. The redesign and update work will cover the following e-Filing forms:

- MITATEntireTribunalCaseISAnswer
- MITATEntireTribunalCaseISPetition
- MITATNonPropertyFormAnswer
- MITATPetitionNonPropertyAppealInit
- MITATPetitionPreQAeFormInit
- MITATPetitionSAFormInit
- MITATPetitionValPoveFormAnswer
- MITATPetitionValPoveFormInit
- MITATPrincipalResidenceExemptionAnswer
- MITATSAFormAnswer
- MITATSubmissionSub

Evans CaseLoad will work with Tax Tribunal to ensure the forms are fully functional after the updates.

DELIVERABLES:
All E-filing forms used by Tax Tribunal are redesigned as outlined in Scope of Work and are fully functional after implementation.

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 071B0200162.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 071B0200162.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 071B0200162

PAYMENT SCHEDULE:
Please see below for the total cost for the time period of 02/01/2019 through 05/01/2019.

Description	Amount	Date Due
myCaseLoad Redesign and Update of 11 Tax Tribunal e-Filing forms listed above	$12,250.00	Upon Completion

For any options to renew (see Section 2.002), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals. Payment will be made on a yearly basis. The payment terms are Net 45 days.

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Julie McMurtry
mcmurtryj@michigan.gov
517-335-2484

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **11**

to

Contract Number **071B0200162**

CONTRACTOR	
	Evans CaseLoad, Inc.
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	*******9368

STATE			
	Program Manager	Stuart Willard	LARA
		517-284-5300	
		WillardS@michigan.gov	
	Contract Administrator	Marcy Sims	DTMB
		(517) 284-7016	
		simsm4@michigan.gov	

CONTRACT SUMMARY			
ENHANCED DOCUMENT MANAGEMENT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2020
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		April 11, 2020
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$11,455,963.64	$287,680.00	$11,743,643.64		

DESCRIPTION

Effective 1/19/2018, the parties add $287,680.00 for the subscriptions and training detailed in the attached Statement of Work. The contract number is changed to 171-180000000248. The State contract administrator is changed to Marcy Sims. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.

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

Project Title: **myCaseLoad Software Subscription and Training**	**Period of Coverage:** **04/12/2010 through 04/11/2020**
Requesting Department: **Licensing and Regulatory Affiars – Michigan Administrative Hearing System (MAHS)**	**Date:** **01/12/2018**
Agency Project Manager: **Julie McMurtry**	**Phone:** **517-335-2484**
DTMB Project Manager: **Stuart Willard**	**Phone:** **517-284-5300**

BACKGROUND:
The Michigan Administrative Hearings System needs to renew their myCaseLoad (MCL) license subscription for their three implementations of myCaseLoad. The MCL system is used to manage the administrative hearing process. The three instances of MCL support MAHS General, Tax Tribunal and Medicaid.

The Contract base period of coverage is from April 12, 2010 – April 11, 2015. Per Contract Section 2.002 Options to Renew, this Contract may be renewed for up to five additional one-year periods. This Statement of Work (SOW) is to add $267,280 to support ongoing Software Subscription services (maintenance and support) costs for the fourth and fifth option years during the time period of April 12, 2018 through April 11, 2020 and to accommodate one week of onsite training to be held in 2018 for $20,400 for a total cost of $287,680.

PROJECT OBJECTIVE:
To add money to contract for the annual software subscription and receive one week of onsite MCL training.

SCOPE OF WORK:

Training: The contractor will provide 40 hours of onsite training to be held between the hours of 8:00 am and 5:00 pm in a training room designated by MAHS to be located in the Ottawa Building, on 611 W Ottawa St, in Lansing, MI. The training is scheduled to occur over a mutually agreed upon week, preferably during the months of February or March, 2018. The training will be broken down as follows:

<u>Days 1,2,3: Workflow Designer Training</u>

Day 1:

- Application installation and configuration
- Overview: high level review of WFD
- Introduction:
    - Topics sections to be covered during training
    - Basics of workflow designer: I.e data entry, tasks, documents
    - Intro to Workflow Designer tool itself and basic navigation.
    - Workflow Reference Guide
    - Concept and usage of Entity Actions
- Creating Workflows (xamlx files): build small workflows in order to gain understanding of workflow files
- Wizards (xaml file): How to add/edit wizard screens to a workflow
- Wizards: Filters/Defaults for picklists, mandatory fields.
- Branching using an If condition
- What is Context?

Day 2:

- Review Context
- Review: Create workflow that utilizes both wizard and workflow steps
- Branching in a wizard using checklist questions/inserting workflow activities into wizards.
- Repeating wizards (Foreach)
- Branching using a Switch
- Using GetEntity to assign a Task Due Based on Case Filing Date
- Task Completion
- Task Completion via Task Actor

Day 3:

- Basic document generation via workflow
- Troubleshooting tips: add message
- Workflow appearance: restricting workflows by entity or security role
- Review: create sample scenarios and build workflows/wizards

Day 4: Administration Training

The intention of this administration training is to familiarize the myCaseLoad Administrator with the various settings found within the admin environment. Everything from configuring the general system settings to maintaining case related entities to administering the users of the system is covered in this training. The training will explore the properties related to such elements as:

- Activities
- Assignments
- Cases
- Documents
- General setting
- Geography
- Issues
- Mail Merges
- Participants
- Parties
- Related Cases
- Representatives
- Resource Scheduling
- Security
- Tasks

Day 5: Report and Template Training

myCaseLoad report training is designed for individuals with intermediate SQL knowledge who will be responsible for creating and maintaining the reports to be generated based on the data found within myCaseLoad. This is NOT SQL Report Builder training.

This training will include the following:

- Introduction to the myCaseLoad database
- Introduction to designing reports in Report Builder
- Creating queries and stored procedures in SQL

Prerequisites:
Intermediate SQL knowledge – proficient in Transact-SQL which includes selecting/joining/filter of tables and data.

Nice to Have: Experience with Microsoft SQL Server Reporting Services.

myCaseLoad template training is designed for individuals who will be responsible for creating and maintaining the templates that will be used to generate the mail merge documents within myCaseLoad. In many cases, the administrator is responsible for creating the templates within Microsoft Word while the stored procedures (database scripts used to capture the appropriate fields from the database that will then populate portions of the Word template) are created by data analysts possessing intermediate SQL knowledge.

This training will include the following:

- Introduction to the myCaseLoad database
- Review of common SQL statements and functions as they relate to the myCaseLoad database
- Review of the construction of stored procedures
- Creating and uploading mail merge templates
- Associating stored procedures to mail merge templates

Prerequisites
Template Creation: Basic Microsoft Word knowledge

Stored Procedure Creation: Intermediate SQL knowledge – proficient in Transact-SQL which includes selecting/joining/filter of tables and data.

Additional Training Requirements:

The trainer will need:

- Access to a myCaseLoad Test web site (same version as the Workflow Designer used in the training)
- Access to the myCaseLoad database
- A projector or some other way to share his screen with the participants
- A laptop or a desktop computer if he cannot access the myCaseLoad Test environment from his personal laptop*
- A Standard user in myCaseLoad with Administrator security role and a Workflow Designer license

*Alternatively, the trainer can provide a training environment accessible via a wifi hotspot. This option would require each participant's computer to be equipped with a wifi network card to connect to the trainer's laptop. In addition, each participant will need:

- A computer (desktop or laptop) with the following:
    - Workflow Designer (provided by Evans CaseLoad at the beginning of the training)
    - Access to myCaseLoad AND myCaseLoad database in the test environment
    - A Windows login mapped to a valid Standard user in myCaseLoad with Administrator security role and a Workflow Designer license
    - Adobe Reader to view the training material

Software Subscription (Maintenance and Support)
The following Software Subscription (Maintenance and Support) section applies to all MAHS products)

Maintenance and Reconfiguration Activities
Contractor shall provide software maintenance and reconfiguration activities related to the software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the web-based Case Management System (CMS) software. System Maintenance shall include any work required to correct defects in the system operation and any routine file maintenance to update any Information required operation of the system (data changes, constructing new edits, investigating batch job failures,

investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error,rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

Contractor shall provide System Maintenance, enhancements and support services to include:

- 8:00 A.M. – 6 P.M. EST support for emails from MAHS or DTMB staff. Response must be
- within 30 minutes during regular business hours and within 30 minutes after the start of the
- next business day for response to “after hours” support calls.
- Adaptive and preventative maintenance assistance to MAHS or DTMB staff after normal
- business hours, as necessary and scheduled.
- Downloadable software patches and releases for use by MAHS or DTMB staff.
- Access to downloaded version of updated documentation for use by MAHS or DTMB staff.

The Contractor shall assist MAHS or DTMB staff with System Maintenance for the component parts of the system after its implementation. If the Contractor considers that any change requested by MAHS or DTMB constitutes a system enhancement which includes changes to the system that are necessary to meet new State or Federal requirements or technology requests by DTMB, Contractor must advise the MAHS and DTMB Contract Manager in writing that the Contractor considers the request a system enhancement (See Section 1.400 for processing).

Adaptive and Preventive Maintenance Activities

Adaptive and preventive maintenance refers to upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:

- Upgrades or patches of the application server, Windows components, java virtual
- machine, operating system, RDMBS, or other system and application software.
- Software modifications and upgrades necessary because of expiring vendor support.
- Hardware, database, or application conversions that do not modify user functionality.
- One-time loads or reformats of user data.
- Report distribution changes.
- Disaster recovery plan activities.

The changes should be transparent to the user. Adaptive release changes shall be performed on an as needed basis. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release, not to exceed a 12 month period.

Performance Maintenance Activities

Performance maintenance refers to activities to improve the performance of the application. Performance maintenance includes the following services:

- Improve the performance, maintainability, or other attributes of an application system.
- Data table restructuring.
- Data purges and or archiving to reduce/improve data storage.
- Run time improvements.
- Replace utilities to reduce run time.
- Potential problem correction.
- Data set expansions to avoid space problems.

The Contractor shall provide assistance to MAHS or DTMB staff to perform performance maintenance activities. Performance maintenance changes will be performed on an as needed basis or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release, not to exceed a 12 month period. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

- All maintenance will be performed by qualified personnel who are familiar with the system.
- The Contractor will provide backup software maintenance resources.
- The Contractor will provide for escalation of maintenance issues to ensure critical issues are
- resolved.
- The Contractor will provide remote diagnostic capabilities.
- The Contractor will provide single point of contact to report system malfunction whether

- malfunction is due to software or is of unknown origin. The Contractor will then be responsible
- for providing the appropriate remedy. Time-critical issues should also be sent to the
- Contractor's support desk in addition to the single point of contact
- The Contractor will make maintenance of the system available from the Contractor on an
- annually renewable Contract basis.
- For the first year and all subsequent Contract years The Contractor will provide the following services for the system, commencing upon installation of the deliverable(s):
    - Error Correction. Upon notice by State of a problem with the system (that can be verified),the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
    - The Contractor shall notify the State of any material errors or defects in the deliverables
    - known, or made known to the Contractor from any source during the Contract term that
    - could cause the production of inaccurate or otherwise materially incorrect, results.
    - The Contractor shall initiate actions, as may be commercially necessary or proper to effectcorrections of any such errors or defects.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance of the Master Contract.

DELIVERABLES:
Software subscription renewal and training as detailed in Scope of Work.

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 071B0200162.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 071B0200162.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 071B0200162

PAYMENT SCHEDULE:
Please see below for the total cost for the time period of 04/12/2018 through 04/11/2020.

Description	Amount	Date Due
MAHS – Medicaid Annual Software Subscription (Valid: April 12,2018 to April 11, 2019)	$14,996.00	April 2018
MI TAX Tribunal - Annual Software Subscription (Valid: April 12,2018 to April 11, 2019)	$19,707.00	April 2018
MAHS – Annual Software Subscription (Valid: April 12,2018 to April 11, 2019)	$97,614.00	April 2018
myCaseLoad Workflow Designer Training (3 Days)	$10,700.00	Upon Completion
myCaseLoad Administration Training (1 Day)	$ 4,850.00	Upon Completion
myCaseLoad Report and Template Training (1 Day)	$ 4,850.00	Upon Completion
MAHS – Medicaid Annual Software Subscription (Valid: April 12,2019 to April 11, 2020)	$15,296.00	April 2019
MI TAX Tribunal - Annual Software Subscription (Valid: April 12,2019 to April 11, 2020)	$20,101.00	April 2019
MAHS – Annual Software Subscription (Valid: April 12,2019 to April 11, 2020)	$99,566.00	April 2019
Total	$287,680.00	

For any options to renew (see Section 2.002), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals. Payment will be made on a yearly basis. The payment terms are Net 45 days.

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

PROJECT CONTACTS:
The designated Agency Project Manager is:
Julie McMurtry
mcmurtryj@michigan.gov
517-335-2484

The designated DTMB Project Manager is:
Stuart Willard
willards@michigan.gov
517-284-5300

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
2nd Floor, Ottawa Building, Lansing, Michigan.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:

Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B0200162**

CONTRACTOR	
	Evans CaseLoad, Inc.
	1915 Danforth Avenue
	Toronto, ON M4C 1J5
	Darryl Evans
	416-762-0236
	daevans@caseload.com
	*******9368

STATE			
	Program Manager	Stuart Willard	DTMB
		517-284-5300	
		WillardS@michigan.gov	
	Contract Administrator	Jarrod Barron	DTMB
		(517) 284-7045	
		barronj1@michigan.gov	

CONTRACT SUMMARY			
ENHANCED DOCUMENT MANAGEMENT			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2017
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☒	3 Years	☐		April 11, 2020
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$11,455,963.64	$0.00		$11,455,963.64	

DESCRIPTION

Effective 4/11/2017, the State exercises the three remaining option years. Subscriptions and services will be separately quoted in the future to the extent the pricing for these items is not already agreed upon in the contract. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.

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

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

CHANGE NOTICE NO. 9

to

CONTRACT NO. 071B0200162

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc.	Darryl Evans	daevans@caseload.com
1915 Danforth Avenue	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Toronto ON, M4C 1J5	416-762-0236	*****9368

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Pat Willet	517-284-5324	willetp@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	Barronj1@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Enhanced Document Management

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5 - 1 Year	April 11, 2016

PAYMENT TERMS	DELIVERY TIMEFRAME
N/A	N/A

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	1 year	☐		April 11, 2017

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,455,963.64	$ 0	$11,455,963.64

DESCRIPTION: Effective December 28, 2015, the State exercises the second option year and renews the attached annual subscriptions at a cost of $127,180.00 utilizing existing contract funds. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, Agency and DTMB Procurement agreement.

CaseLoad

Quote

Evans CaseLoad Inc.

1915 Danforth Ave.
Toronto ON M4C 1J5

Date: 11/25/2015

TO **DTMB Agency Services**
LARA/MEDC
Attn: Pat Willet
Phoenix Building, 3rd FL
222 North Washington Ave.
Lansing, MI 4891

Federal Tax ID	P.O. #	Payment Terms	Due Date
-*9368		Net 45	

Qty	Description	Unit Price	Line Total
1	MAHS- Medicaid Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017)	$14,414.00	$14,414.00
1	MI TAX Tribunal- Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017)	$18,942.00	$18,942.00
1	MAHS - Annual Software Subscription (Valid: April 11, 2016 to April 10, 2017) Contract #: 071B0200162	$93,824.00	$93,824.00

Subtotal	
Sales Tax	
	$127,180.00

Form No. DTMB-3521 (Rev. 2/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 8

to

CONTRACT NO. 071B0200162

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc.	Darryl Evans	daevans@caseload.com
1915 Danforth Avenue	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Toronto, ON M4C 1J5	(416) 762-0236	-9368

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	DTMB	Toby Pittman	(517) 636-5428	pittmant@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Whitnie Zuker	(517) 284-7030	zukerw@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Enhanced Document Management - DIT

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, one year	April 11, 2015

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

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

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☐ No ☒ Yes	☒	☐	1 year	April 11, 2016

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$11,396,049.00	$59,914.64	$11,455,963.64

DESCRIPTION:
Effective April 12, 2015 this Contract is hereby INCREASED by $59,914.64 to support an additional Document Publishing module and ongoing Software Subscription services (maintenance and support) costs for the first option year during the time period of April 12, 2015 through April 11, 2016; see attached SOW for further details. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.

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

Project Title: **MAHS Caseload Maintenance**	**Period:** **4/12/2015 through 4/11/2016**
Requesting Department: **MAHS**	**Date:** **5/16/15**
Agency Project Manager: **Justin Padgett**	**Phone:** **517-241-2802**
DTMB Contract Administrator: **Pat Willett**	**Phone:** **517-284-5324**

Brief Description of Services to be provided:
This Contract Change Request is submitted by the State of Michigan under the terms of the Contract #071B0200162, between the State of Michigan and Caseload in accordance with Section 2.002 Options to Renew of the Contract.

The Contract base period of coverage is from April 12, 2010 – April 11, 2015. Per Contract Section 2.002 Options to Renew, this Contract may be renewed for up to five additional one-year periods.

This Statement of Work (SOW), Contract Change Notice # 8, is to add $59,914.64 to support an additional Document Publishing module and ongoing Software Subscription services (maintenance and support) costs for the first option year during the time period of April 12, 2015 through April 11, 2016 for the following instances.

Current Contract Value: $11,396,049.00
Cost of Contract Change Request: $59,914.64
Amended Contract Value: $11,455,963.64

Description	Price
MAHS – Addition of new Document Publishing module	$10,800.00
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)	$1,656.00
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publisher module)	$23,041.34
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)	$10,618.97
MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated))	$13,798.33
TOTAL	$59,914.64

BACKGROUND:
The purpose of Contract 071B0200162 is to implement Commercial Off-the-Shelf Software (COTS) and to customize it in order to meet the unique requirements. The commission provides contested case appellate services for parties that disagree with and appeal the decision issued regarding unemployment benefits. The goal of this effort is to implement new technology to enter, track, report on appeals using work flow models to streamline the process. This project includes configuration and implementation of the COTS software, training, maintenance and support.

The project is currently in the Maintenance and Support stage to support only the Department of Licensing and Regulatory Affairs (DLARA) for the Michigan Administrative Hearings System (MAHS)/MI TAX Tribunal. Still, the contract allows for additional modules and technical support services on an as needed basis.

PROJECT OBJECTIVE/SCOPE OF WORK:
The Contractor will provide an additional Document Publishing module and ongoing Software Subscription services (Maintenance and Support) for the below instances of Caseload through the extension option, (for the time period of 04/12/2015 – 04/11/2016) using this Statement of Work.

Description
MAHS – Addition of new Document Publishing module
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publishing module)
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)
MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated))

Document Publishing Module
MAHS used the Document Publishing module on a trial period basis from March 13, 2015 to April 30, 2015. This Document Publishing module will better support UIA case types by allowing Staff to retrieve documents from myCaseLoad and edit them electronically. Staff would no longer need to download documents and save them somewhere on their personal computer or shared drive, and upload it to MCL after it has been modified. Implementation of this module not only supports MAHS' Federal CAP goal of moving towards electronic document management, but it will increase the speed and efficiency of MAHS staff.

Software Subscription (Maintenance and Support)
The following Software Subscription (Maintenance and Support) section applies to all MAHS products, including MI Tax Tribunal.

Maintenance and Reconfiguration Activities
Contractor shall provide software maintenance and reconfiguration activities related to the software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the web-based Case Management System (CMS) software. System Maintenance shall include any work required to correct defects in the system operation and any routine file maintenance to update any Information required operation of the system (data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error,

rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

Contractor shall provide System Maintenance, enhancements and support services to include:

- 8:00 A.M. – 6 P.M. EST support for emails from MAHS or DTMB staff. Response must be within 30 minutes during regular business hours and within 30 minutes after the start of the next business day for response to "after hours" support calls.
- Adaptive and preventative maintenance assistance to MAHS or DTMB staff after normal business hours, as necessary and scheduled.
- Downloadable software patches and releases for use by MAHS or DTMB staff.
- Access to downloaded version of updated documentation for use by MAHS or DTMB staff.

The Contractor shall assist MAHS or DTMB staff with System Maintenance for the component parts of the system after its implementation. If the Contractor considers that any change requested by MAHS or DTMB constitutes a system enhancement which includes changes to the system that are necessary to meet new State or Federal requirements or technology requests by DTMB, Contractor must advise the MAHS and DTMB Contract Manager in writing that the Contractor considers the request a system enhancement (See Section 1.400 for processing).

Adaptive and Preventive Maintenance Activities

Adaptive and preventive maintenance refers to upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:

- Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
- Software modifications and upgrades necessary because of expiring vendor support.
- Hardware, database, or application conversions that do not modify user functionality.
- One-time loads or reformats of user data.
- Report distribution changes.
- Disaster recovery plan activities.

The changes should be transparent to the user. Adaptive release changes shall be performed on an as needed basis. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release, not to exceed a 12 month period.

Performance Maintenance Activities

Performance maintenance refers to activities to improve the performance of the application. Performance maintenance includes the following services:

- Improve the performance, maintainability, or other attributes of an application system.
- Data table restructuring.
- Data purges and or archiving to reduce/improve data storage.
- Run time improvements.
- Replace utilities to reduce run time.
- Potential problem correction.
- Data set expansions to avoid space problems.

The Contractor shall provide assistance to MAHS or DTMB staff to perform performance maintenance activities. Performance maintenance changes will be performed on an as needed basis or, for major changes requiring significantly more time to develop, test, and implement, the changes should be

completed as part of a development release or quarterly release, not to exceed a 12 month period. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

- All maintenance will be performed by qualified personnel who are familiar with the system.
- The Contractor will provide backup software maintenance resources.
- The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- The Contractor will provide remote diagnostic capabilities.
- The Contractor will provide single point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor will then be responsible for providing the appropriate remedy. Time-critical issues should also be sent to the Contractor's support desk in addition to the single point of contact
- The Contractor will make maintenance of the system available from the Contractor on an annually renewable Contract basis.
- For the first year and all subsequent Contract years The Contractor will provide the following services for the system, commencing upon installation of the deliverable(s):
  - Error Correction. Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
  - The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
  - The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance of the Master Contract.

DELIVERABLES:
As agreed upon in Master Contract 071B0200162.

ACCEPTANCE CRITERIA:
As agreed upon in Master Contract 071B0200162.

PROJECT CONTROL AND REPORTS:
As agreed upon in Master Contract 071B0200162.

SPECIFIC DEPARTMENT STANDARDS:
As agreed upon in Master Contract 071B0200162

PAYMENT SCHEDULE:

Please see below for the total cost for the time period of 04/12/2015 through 04/11/2016.

Description	Annual Cost	Prorated Price
MAHS – Addition of new Document Publishing module	N/A	$ 10,800.00
MAHS – New Document Publishing module Yearly Subscription License (Valid May 1, 2015 to January 11, 2016. Cost prorated)	$2,268.00	$ 1,656.00
MAHS – Ongoing Annual Software Subscription (Valid: January 15, 2016 to April 11, 2016 – which includes the addition of Document Publisher module)	$89,852.00	$ 23,041.34
MAHS – Ongoing Medicaid Annual Software Subscription (Valid: July 7, 2015 to April 11, 2016. Cost prorated)	$14,158.62	$ 10,618.97
*MI TAX Tribunal – Ongoing Annual Software Subscription (Valid: June 1, 2015 to April 11, 2016. Cost prorated))	$18,598.00	$ 13,798.33
TOTAL	$124,876.62	$ 59,914.64

*Annual cost was to be $18,598.00. It was found that the State was overcharged by $2,040.00 prior therefore this year's prorated renewal cost was reduced by $2,040.00 to reflect the credit owed to the State.

For any options to renew (see Section 2.002), prices for Maintenance and Support will not be increased by more than 2% for the next five one year renewals.

Payment will be made on a yearly basis. The payment terms are Net 45 days.

STATE CONTACTS:
The designated Agency Project Manager is:

Name: Justin Padgett
Department: MAHS
Phone Number: 517-241-2802
Email Address: padgettj@michigan.gov

The designated DTMB Contract Manager is:

Name: Pat Willett
Department: DTMB Customer Service
Area: Customer Service supporting LARA
Phone Number: 517-284-5324
Email Address: willettp@michigan.gov

AGENCY RESPONSIBILITIES:
As agreed upon in Master Contract 071B0200162.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
As agreed upon in Master Contract 071B0200162.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
As agreed upon in Master Contract 071B0200162.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 7
to
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc. 1915 Danforth Avenue Toronto, ON M4C 1J5	Darryl Evans	daevans@caseload.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	416-762-0236	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Toby Pittman	517-636-5428	pittmant@michigan.gov
BUYER	DTMB	Whitnie Zuker	517-335-5306	zukerw@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Enhanced Document Management - DIT**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, 1 Year Option	April 11,2015
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		April 11,2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$7,707,828.70	$11,396,049.00

Effective November 26, 2013, this contract is increased by $7,707,828.70 to enable the Office of Financial & Insurance Regulations (OFIR) to add multiple divisions to the current system. Please also note that the buyer has been changed to Whitnie Zuker. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on November 26, 2013.

CaseLoad

September 13, 2013

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STATE OF MICHIGAN
Department of Insurance and Financial Services

Evans CaseLoad, Inc.
2152 Danforth Ave.
Suite 200
Toronto, ON
M4C 1K3
1-800-604-5961

Contact:
Craig Keller
Director, Sales & Marketing
1-416-762-0236 x114
ckeller@caseload.com

Change Control

Revision Date	Author	Section(s)	Summary
July 23, 2013	Richard Madle	1. Project Plan & Implementation 2. Pricing	1. Modified the Phase 2 Project Plan and Implementation section to include more detailed description of tasks. 2. Modified Pricing section to reflect fixed cost Phase 2 pricing based on detailed analysis of Phase 1 results (increased number of workflows). Modified Phase 3 estimated costs (increased estimates for workflow programming).
August 8, 2013	Richard Madle	All	1. Incorporated Greg Hopkins' review comments from the 7/23 document. 2. Modified proposal to reflect phased implementation approach requested by DIFS at meeting held on 7/26/2013.
August 16, 2013	Richard Madle	All	1. Responded to review comments from Greg Hopkins and Chris Weiss on 8/8 version.
August 28, 2013	Richard Madle	All	1. Responded to review comments from Greg Hopkins and Chris Weiss dated 8/21.
September 9, 2013	Richard Madle	All	1. Responded to review comments from Greg Hopkins dated 9/03.
September 12, 2013	Greg Hopkins	Appendix E, Costs	1. Response to September 9 Proposal and Project Plan
September 13, 2013	Richard Madle	Appendix E, Costs	1. Modified Phase 3 Office Cost Exhibits to provide additional detail. 2. Reviewed and accepted Greg Hopkins comments from line above.

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Executive Summary

The State of Michigan, through the Department of Insurance and Financial Services (DIFS) and with the assistance and support of the Michigan Department of Technology, Management & Budget (DTMB), has created a Statement of work that includes a requirement for the selected contractor to submit updated proposals and project plans for each Phase of the DIFS Modernization Project. As the selected vendor and contractor for the DIFS Modernization Project, myCaseLoad is hereby submitting this detailed proposal for Phase Two of the project, including high-level estimates and costs for Phases Three and Four and a Project Plan that reflects all work described below.

The effort required to implement the following Offices within DIFS will leverage the work in process for Phase One of the Modernization Project (Requirements Definition).

- Insurance Evaluation Office
- Insurance Licensing Section of the Insurance Licensing and Market Conduct Office
- Market Conduct Section of the Insurance Licensing and Market Conduct Office
- Consumer Services Office
- Consumer Finance Office
- Credit Unions Office
- Office of Banking
- Office of General Counsel

DIFS is seeking out a single CRM that will improve business processes, simplify program operations and reporting, and improve the quality of information accessed and used by staff and clients. We have examined the requirements of the SOW DIFS Modernization Project and it is our opinion that the Department's requirements do fall more in line within a typical CRM solution, not a sales or customer-focused CRM. It also seems to us that the solution could be described as a Client Management or Tracking System but also needs to be a central or main record, the focus of which will be to track, monitor and validate insurance and education providers and education credits. Additional fields will need to be added to myCaseLoad in order to track and relate all of the entities required. This would be the emphasis of the customization effort in this project. Much of the relationships of entities in the database that would be created for one Office would also be relevant for other Offices. However they may not be exact matches, and in order to ensure we are not duplicating effort and are maximizing efficiency, we are suggesting to make changes to the Project Plan and Implementation Phases that were proposed in previous responses.

From a high level, we are proposing that this Modernization Project of many Offices be implemented as one large project with multiple sub Offices, implemented in a phased approach. This will be a single database solution, supporting multiple offices.

The most critical path within this project will be the customization effort. This is due to two factors: Functionality and time. As stated above, there will be a significant amount of customization to the system to meet DIFS's requirements. These are not highly difficult changes to make but will be labor intensive. DIFS has set very aggressive timelines for completion of this project which will require many efforts happening simultaneously. The single largest of those efforts will be the customization piece. We feel it is important to be as efficient as possible in all areas but most importantly within the customization phase. We have taken great effort to examine the requirements in this SOW as well as the previous two to which we have already responded in great detail. As stated earlier there is a large degree of overlap between the Offices with respect to their requirements. We feel that it would be most efficient to first get a better understanding of all the functional requirements of all Offices before we design and start building the solution. This would greatly reduce the risk of having to go back and change or redo any of the development work once it has been started. You will see

in the project schedule that the dates for the custom development or Sprints have changed from our previous responses. The 16 sprints listed in this project plan will address a combination of all requirements for all DIFS Offices. We feel that there would be great benefit in both cost and timeliness if we take the requirements from all Offices into account and combine them into one final release that all Offices would implement. At DIFS request, we will implement the system in stages as follows:

- Installation 1 – Insurance Offices (Insurance Evaluation, Insurance Licensing, Market Conduct)
- Installation 2 – Finance Offices (Consumer Finance, Banking, Credit Union)
- Installation 3 – Administrative Offices (Consumer Services, Office of General Counsel)

In order to achieve the earliest possible implementation dates for these installations, we plan to overlap Phases 2, 3 and 4. In this manner, we can begin Phase 3 activities for Insurance Offices as soon as Phase 2 Workflow Design has completed for these offices, while Workflow Design for other offices continues. Similarly, we will begin the Phase 4 implementation of Insurance Offices as soon as Customization is complete for these offices, again while Phase 3 activities for other offices continue.

The project plan that details this approach has been delivered under separate cover. The exhibit below presents the high-level schedule,

High Level myCaseLoad Implementation Schedule

Task Name	Duration	Start	Finish
DIFS - myCaseLoad Implementation	**481 days**	**Mon 4/8/13**	**Thu 3/19/15**
Phase 1 - Project Planning and Requirements Validation	158 days	Mon 4/8/13	Wed 11/20/13
Phase 2 - Customization and Workflow Mapping	**95 days**	**Mon 7/29/13**	**Fri 12/13/13**
Insurance Installation (IE, IL, MC)	72 days	Mon 7/29/13	Thu 11/7/13
Finance Installation (CF, OB, CU)	85 days	Mon 8/12/13	Fri 12/13/13
Administration Installation (OGC, CS)	61 days	Mon 9/9/13	Fri 12/6/13
Phase 3 - Configuration and Customization	**314 days**	**Mon 11/18/13**	**Tue 3/3/15**
Insurance Installation (IE, IL, MC)	**190 days**	**Mon 11/18/13**	**Wed 8/27/14**
Development	154 days	Mon 11/18/13	Mon 7/7/14
System Testing	18 days	Mon 6/30/14	Fri 7/25/14
User Acceptance Testing	21 days	Tue 7/29/14	Wed 8/27/14
Finance Installation (CF, OB, CU)	**109 days**	**Mon 7/7/14**	**Fri 12/12/14**
Development	68 days	Mon 7/7/14	Fri 10/10/14
System Testing	18 days	Wed 10/15/14	Fri 11/7/14
User Acceptance Testing	21 days	Wed 11/12/14	Fri 12/12/14
Administration Installation (OGC, CS)	**95 days**	**Thu 10/9/14**	**Tue 3/3/15**
Development	49 days	Thu 10/9/14	Mon 12/22/14
System Testing	18 days	Mon 1/5/15	Thu 1/29/15
User Acceptance Testing	21 days	Mon 2/2/15	Tue 3/3/15
Phase 4 - Implementation	**136 days**	**Thu 8/28/14**	**Thu 3/19/15**
Insurance Installation (IE, IL, MC)	16 days	Thu 8/28/14	Fri 9/19/14
Finance Installation (CF, OB, CU)	18 days	Mon 12/15/14	Mon 1/12/15
Administration Installation (OGC, CS)	12 days	Wed 3/4/15	Thu 3/19/15

1. Notes: Exhibit excludes OGC tasks originally delivered under Change Order 5.

2. Data Migration Mapping begins in Phase 1 and is delivered under separate cover in Phase 2.

3. Insurance Installation is critical path. Each subsequent phase begins when the Insurance component of the previous phase is complete. Note that implementation (Phase 4) begins prior to Phase 3 Insurance components because training can occur prior to the completion of development.

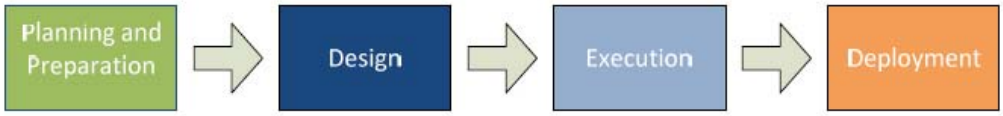
This SOW describes implementation and deliverables in four phases, which closely mirrors the CaseLoad Implementation Methodology. Our response to this SOW follows your phases and combines them with our proven implementation methodology. We have incorporated e-Filing and Community Website implementation into this proposal. Previously, this was addressed as an optional Phase 5. The pricing for this phase is now included in the pricing breakdown for each Office and included in the project plan. We have found that several offices seem to require e-Filing at this point (Insurance Licensing, Consumer Finance, Consumer Services, General Counsel). These offices do not seem to require it (Banking, Credit Union, Market Conduct, Insurance Evaluation). We have added tasks in the pricing and Project plan to deliver this requirement. And we've added one more sprint to accommodate development tasks associated with e-Filing.

CaseLoad has been implementing and supporting our COTS to clients across North America for over 18 years. The basic functionality of our highly configurable solution is to track, manage and report on business

processes. Whether that process is designed for Cases or Customers, myCaseLoad has all the underlying functionality needed to complete this task. The vast majority of the requirements list in this SOW can be handled through simple configuration of our out-of-box capabilities.

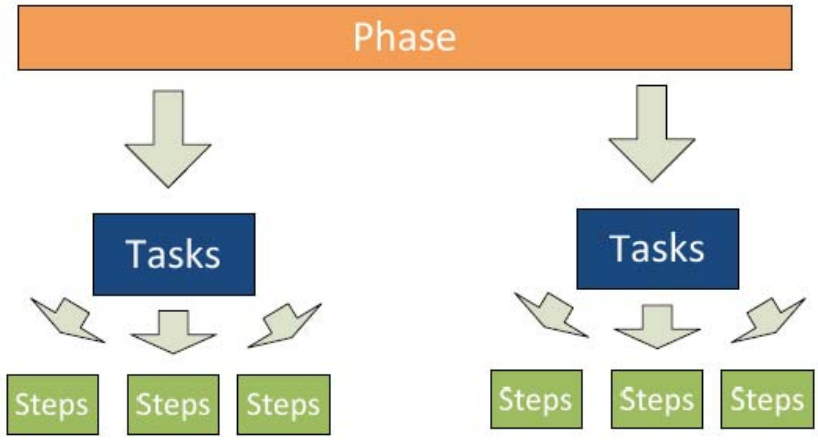
All implementation services have been estimated based on the use of the CaseLoad implementation methodology and customized to meet the deliverables and structure of your SOW with some changes that are outlined in the response. The CaseLoad Implementation Methodology has been developed and used successfully in dozens of case management projects implemented by CaseLoad. The methodology was designed using "best-practices procedures" for implementing COTS software and adjusted to meet the unique aspects of our industry, our customers and the advantages of Internet technology.

The CaseLoad Implementation Methodology is a structured road-map to accelerate success and provide flexibility in the project. The methodology includes four broad stages that identify CaseLoad and client responsibilities, project deliverables and milestones.



CaseLoad approaches the implementation of our case management software products in a manner that allows for flexibility and success. Understanding that each customer's project is unique, the phases of the project plan are designed to adapt to the needs of each individual client's requirements. The methodology allows your implementation team to perform some tasks rather than employing CaseLoad for these services.

The implementation is divided into key phases and tasks to track the progress of established deliverables and milestones. This will match the deliverables of the SOW with some slight changes that are outlined in the response. CaseLoad utilizes a phased implementation methodology that addresses each of these tasks to ensure a successful implementation.



Further details of our implementation methodology are included in the Project Plans and Assumptions Section of this proposal. Please keep in mind that we will be following this methodology as a baseline. Some changes have been outlined in the project plans which are unique to this project and the requirements of this SOW.

A detailed Project Plan has been included with this response. All assumptions made with regard to pricing are included in the pricing section of this response.

Project Objective

CaseLoad will approach this project armed with "best-practices procedures" for implementing their Commercial Off-the- Shelf Software (COTS) and customizing to meet the DTMB's unique requirements.

The following sections outline the various components to this preliminary plan and can be further modified in order to confirm to the SUITE methodology.

Roles and Responsibilities

For this project the required staff roles will be as follows:

The SOW states "**The Modernization Project will likely require multiple deliverables being worked on by multiple teams working simultaneously with various DIFS Offices".** In this project that statement could not be truer. We have taken great care in proposing a project plan that is as efficient as possible and will meet the needs of all Offices. Key to this plan is the personnel required to meet these goals. You will see from our project plan that there are many activities going on in every Office at the same time. CaseLoad will be sourcing the resources to meet each of these deliverables both internally through additional hires, and through outside contractors where applicable.

It is of our opinion that no other personnel will be more important to the success of this project than the Project Management team. This team will consist of a Lead Project Manager from CaseLoad, a Project Manager provided by CaseLoad to be located in Michigan, and the DIFS Project Lead. They will be responsible for the task of coordinating the various activities and making sure that deliverables are met on time by both CaseLoad and DIFS personnel.

Michigan Team

Name	Agency/Office	Title	Role
Sean Hennika	DIFS/Information Technology Services	Manager	Project Sponsor
Greg Hopkins	DTMB	Project Manager	Project Manager
Chris Weiss	DTMB	Architect	Technical Advisor/Consultant
Pam Hardin	DTMB	Senior Business Analyst	Quality Assurance/Consultant
Jessie Weston	DTMB	HP-TRIM Project Leader	Consultant/Implementation Manager for HP-Trim
TBD	DIFS	IPT Team	Determined by Office
Diane Alexander	DTMB	Technical Manager	Technical Manager

CaseLoad Team

Name	Title	Role
Jason Cull	Client Services Manager	Lead Project Manager
Darryl Evans	President	Sr. Consultant
Matthew Kennell	Team Leader	Application Architect
Patrick Gibbs	Data Analyst	Data Analyst
Kyle Dykstra	Business Analyst	Business Analyst
Deb Barantchouk	Business Analyst	Business Analyst
Sue King	Business Analyst	Business Analyst
Rich Madle	Project Manager	Onsite Project Manager
Skweda O'Bomsawin	Manager of Technology	System Implementation
Craig Keller	Director	DIFS Account Manager

Phase Two Team

The Phase Two team will be led by the Onsite Project Manager Rich Madle. The Lead Senior Consultant for Phase Two of the project will be Darryl Evans. As the founder of our company, Darryl has been involved in every implementation that CaseLoad has completed over the last 19 years. He brings an enormous wealth of knowledge and experience to this project.

Rich and Darryl will be supported by a team that will include 3 Business Analysts (Kyle Dykstra, Deb Barantchouk, and Sue King) and our internal Application Architect (Matthew Kennell).

Matthew Kennell has been a part of the CaseLoad Team for over 6 years. He has been the lead Architect for our product for the last four years.

Project Implementation Team

The Functional Design Phase will require that an Implementation Project Team (IPT) be assembled for each DIFS Office – preferably, identical in composition to the IPTs that were assigned to Phase One of the project. The core members will consist of a CaseLoad Onsite Project Manager, a CaseLoad Business Analyst, the DIFS Project Manager, a representative from the DIFS IT team, and a number of core business experts that should be very familiar with the different processes and activities of their respective Office within DIFS. The IPT will be the key contributors to the Workflow Analysis sessions and will be responsible for creating, reviewing, and approving the workflow documentation.

Executive Steering Committee

CaseLoad recommends that an Executive Steering Committee (ESC) also be convened. The core members should include the CaseLoad Lead Project Manager, the CaseLoad Onsite Project Manager, the DIFS Project Sponsor, the DIFS Project Manager, and the DTMB Project Architect. The ESC will discuss the project status on a bi-weekly basis via teleconference call. Its primary purpose is to communicate directly with the various project sponsors and to escalate issues that may require resolution.

Change Management Plan

The change management plan exists to provide a formal process for:

- Submission and receipt of change requests
- Review and logging of change requests
- Determination of the feasibility of change requests
- Approval of change requests
- Implementation and closure of change requests

CaseLoad will utilize the Change Control forms currently utilized by the State of Michigan for this project. Any changes in scope will be measured carefully to ensure the project milestones can still be met. Since time will be of essence during the project, using familiar Change Management procedures and forms should expedite the review process.

Process

1. Written change request is submitted by CaseLoad Business analyst to the CaseLoad Onsite Project Manager.
2. CaseLoad Onsite Project Manager Logs change request.
3. CaseLoad Project Implementation Team evaluates change request and estimates impact to scope, schedule, and cost and submits Change Request to DIFS Project Manager.
4. DIFS Project manager takes change request to DIFS Sponsor and appropriate Steering Committee.
5. DIFS Sponsor and/or Steering Committee reviews change request and either approves or rejects it.
6. DIFS Project Manager communicates Steering Committee decision to CaseLoad Project Manager.
7. CaseLoad Project manager updates project change and decision log to reflect decision made by change review board.
8. Stakeholders, sponsors, and team members are notified of decision about change request.
9. If approved, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board if required), the Purchasing Operations Buyer will issue an addendum to the Contract via a Contract Change Notice.

Communications Management Plan

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project and will be updated as communication needs change. The DTMB Project Manager will take a proactive role in ensuring effective communications on this project. The communications requirements are outlined below:

Weekly Project Status Report

Delivery Method: Email and weekly meeting
Format: Michigan's Project Status *Report SUITE* template (PMM-0013)
Attendance: CaseLoad onsite Project Manager, DIFS Project Manager, DIFS Technical Architect, DTMB Customer Services Manager

Executive Steering Committee Meetings

Delivery Method: Teleconference
Format: To Be Determined
Attendance: Project Managers, Account Manager and Project Sponsors
Components:

- Executive Summary of activity during the report period
- Accomplishments during the reporting period
  - Accomplishments indicate specific work started or completed and not work in process
- Deliverable status
- Schedule status
- Change Control
- Planned accomplishments during the coming report period
  - Planned Accomplishments indicate specific work started or completed and not work in process
- Action Item status
- Key Issues
- Risks

Enterprise Architecture/Security Assessment and Plan

When requested, CaseLoad will review the Security Assessment and the Enterprise Architecture Assessment documents created by DTMB and consult with the DTMB team to implement the plans.

Issue Management

At DIFS request, we will use the DIFS SharePoint site to manage issues for this project. This system should allow for the logging of the following components:

- Description of issue
- Issue identification date
- Responsibility for resolving issue (a single owner).
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Due date for resolution
- Resources assigned responsibility for resolution
- Updates (indicating date and progress made towards resolution of the issue)
- Resolution date
- Resolution description

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

Level 1 – DIFS Project Manager
Level 2 – DIFS Project Sponsor
Level 3 – DIFS Executive Steering Committee

Issues initiated by DIFS shall be escalated for resolution through CaseLoad from level 1 through level 4, as defined below:

Level 1 – CaseLoad Onsite Project Manager
Level 2 – Executive Project Manager
Level 3 – Account Director
Level 4 – President/Senior Consultant

The Solution

myCaseLoad includes all of the functionality necessary to enter new cases, schedule events, administer security, generate documents and reports and will be tailored during the implementation project to meet your particular requirements. Because myCaseLoad is a web-based solution, users with the proper privileges can access the case management software and all of its functionality from anywhere they have an internet connection.

myCaseLoad is a complete Case Management System (CMS) package developed in modules, so you can purchase the functionality necessary for your organization. The Base Module is the main piece to which other modules can be added if required. All the basic case management, scheduling, work flow and reporting capabilities are found in the Base Module. A high level overview of some of its capabilities can be found in Appendix A of this response. The additional modules DIFS may require will be determined in Phase One and Two of this project; however, from a preliminary review of your requirements and for initial estimates I have included the modules for each Office based on our original assessments.

myCaseLoad is a .Net application developed using Windows Standards. The infrastructure requirements can be found in Appendix B. The deployment options can be found in the attached document myCaseLoad Deployment Options v6.0 included with this response.

Thank you for allowing us to submit this Phase Two Proposal for the DIFS Modernization Project.

Regards,

Craig Keller
Director, Sales and Marketing
CaseLoad Software

Project Plan and Implementation

The following pages include a detailed overview of the proposed project tasks and deliverables, assumptions, and the resources required by DIFS and DTMB during Phases Two, Three, and Four of the project. The tasks and deliverables are also included in the Project Plan and the associated costs for each deliverable are included in the Cost Summary at the end of this section.

Phase One: Requirements Definition (Feature Requirements Investigation)

This phase is currently in process and is focused on CaseLoad's verification and validation of the DIFS feature requirements.

The deliverables for this phase include the following:

CaseLoad will deliver an updated and edited version of the SEM 402 document for approval by each respective Office. CaseLoad will also produce a SEM401 (Requirements Traceability Matrix - Baseline) to be submitted to the DIFS Project Manager. At the completion of all the requirements for all Offices, CaseLoad will deliver a consolidated SEM 501 that addresses all Offices, including OGC. This will include pricing and mockups for any customizations required for approval by the DIFS Steering Committee. Any customizations that involve changes to CaseLoad screens will be outlined in the 501 documentation with mock-ups where required to illustrate the changes and how the system will work.

Phase Two: Workflow Process Analysis

The Workflow Process Analysis will proceed in a similar manner as the Feature Requirements Investigation from Phase One. This effort will begin once the Feature Request analysis sessions have been completed for the first seven Offices (note that review comments from some offices will not be received prior to starting the workflow sessions for other offices).

The Business Analysts will conduct mapping and documenting sessions with the IPT of each office. The estimated duration of the sessions is based on the estimated number of workflows for each office as follows:

Office	Estimated Number of Work Flows	Days to map (BA + Core Team)[1]	Days for MI Extended Team Review[2]	Days to Finalize[3]	Days to sign off[4]	Total Days
Market Conduct	103	21	3	5	3	**32**
Insurance Licensing	204	41	3	10	3	**57**
Credit Union	89	18	3	4	3	**28**
Banking	119	24	3	6	3	**36**
Consumer Finance	125	25	3	6	3	**37**
Consumer Services	57	11	3	3	3	**20**
Insurance Evaluation	98	20	3	5	3	**31**
TOTAL	**795**	**159**	**21**	**40**	**21**	**241**

[1] Assume 1 morning session (2 hrs.) and 1 afternoon session (2 hrs.) daily with core team. Core team will define workflow requirements in AM session. BA will finalize workflows after AM adjournment. Team continues defining new workflows in PM. Repeat cycle.

[2] After all Core Team sessions are completed and workflows finalized, documentation will be delivered to extended team for review.

[3] CaseLoad incorporates Extended Team Review comments.

[4] DIFS final review and signoff.

The IPT will be required to be available 50% of each day to assist in this process. This will include one morning session (2 hrs.) and one afternoon session (2 hrs.) Business Analysts will use the remaining time each day to produce the final documentation and follow-up with issues that arise in earlier sessions. Once complete, the Workflow documentation will be submitted to the DIFS Project Manager for review with the IPT.

When the workflow documentation is returned with questions or comments, the BA's will make any changes, and return it to the DIFS Project Manager for review and signoff if no further issues or questions are raised.

This process will continue until all Offices are complete.

The documentation produced from each workflow session will be a modified set of SEM502 documents which serve as use cases. Exhibit 1 on the following two pages provides an example of the documentation.

Exhibit 1: Example SEM502 Deliverable (Page 1 of 2)

State of Michigan
DIFS Modernization Project - OGC
Workflow/Use Cases

General Information

System or Project ID/Acronym:	DIFS Modernization Project	**Creation Date:**	7/22/2013
Client Agency:	Department of Insurance and Financial Services (DIFS)	**Modification Date:**	
Author(s):		**DTMB Authorized by:**	

Enforcement

Group Name - Enter Enforcement Case

Process Flow Name - Description / Post-conditions

As an alternative to the automated enforcement intake process, this action will usher the actor through an intake process to enter an enforcement case.

Pre-conditions / Triggers

1. Information related to an enforcement problem report has been sent to OGC by email or some other mechanism.

Dependencies

1. None.

Primary Actors List

- OGC Deputy General Counsel – Enforcement

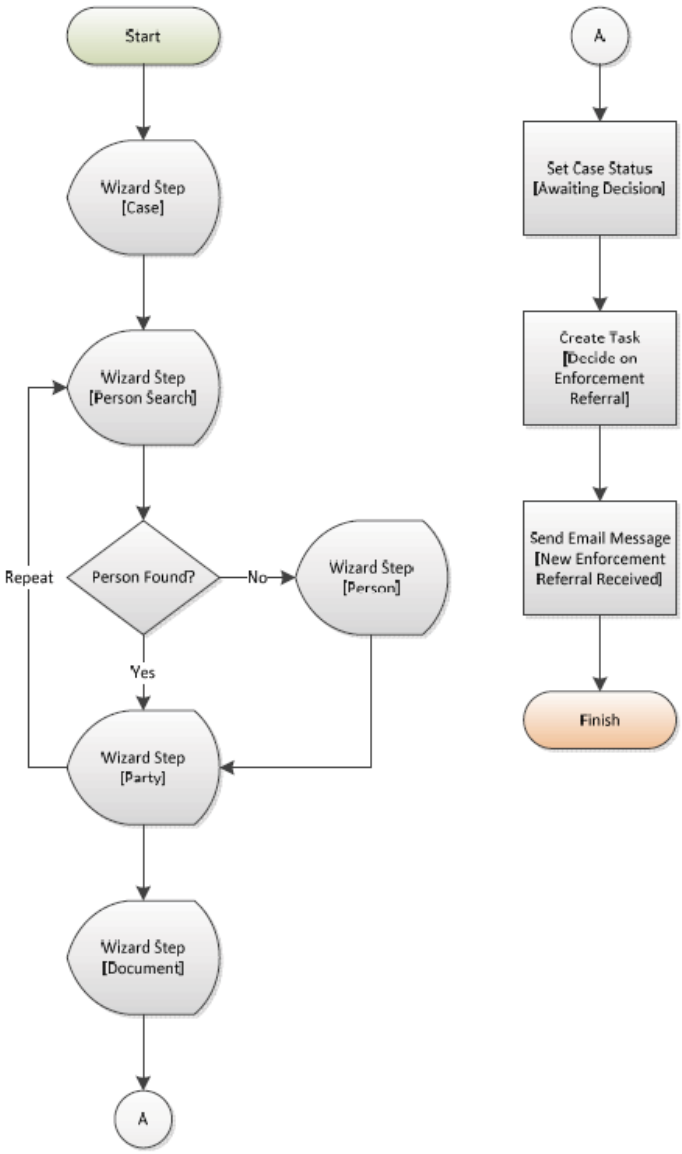
Special Requirements / Business Rules

None

Exhibit 1: Example SEM502 Deliverable (Page 1 of 2)

Process Flow

ENTITY ACTION NAME Enter Problem Report / Enforcement		
WORKFLOW FILE NAME GC Enter Problem Report		
ENTITY None		
RELATED TYPES All		
SECURITY ROLES OGC User		
APPEARANCE [ENTITY ACTION LISTS, MENU ITEM] Intake > Enforcement Referral		
SAVE No	SUMMARY Yes	EXIT ENTITY View Case
LAST REVISION Wednesday, June 12, 2013		



Provide Workflow Process Analysis

During the Workflow Process Analysis sessions, a CaseLoad Analyst will document DIFS existing or proposed internal processes ("process mapping") using the Microsoft Visio tool for each DIFS Office. This incremental analysis and design effort will attempt to capture the key system requirements while continually involving the key IPT participants.

During the Workflow Process Analysis session, DIFS internal workflow processes will be identified. During the Development Phase that takes place in Phase 3, the workflow processes will be translated into our Workflow Designer tool. DIFS screens will be defined using the CaseLoad Wizard Engine, in Phase 3.

During the Functional Design Document process (SEM501 - Phase 1 task), Functional Specifications are developed to document programming modifications, business process changes, or a combination of both. During the Functional Design Document Phase, the Functional Specifications are updated to provide a detailed description of customizations. The documents are reviewed with the IPT to ensure accuracy. Changes to the functional design identified during Workflow Process Analysis may result in updates to the SEM501. The SEM501 will be amended in such instances.

New or modified requirements may also be identified during the Workflow Process Analysis. The SEM401 Traceability Matrix contains all requirements identified during Phase 1. These documents will be updated with new requirements identified during Phase 2.

Collection of data migration requirements began in Phase 1. At DIFS request, this process will be completed as part of the Workflow sessions. DIFS goal is to minimize the tables migrated from OBASE and other sources. The BAs will work with the IPT to determine which data is required for migration to myCaseLoad. They will use existing reports, queries and OBASE screen documentation to support this. Much of this data has been identified and captured during Phase 1. The focus of Phase 2 will be to finalize the exact data to be migrated which will support each office's critical business processes. The Data Migration dictionary is a Phase 1 deliverable (component of the SEM501). The Data Migration dictionary will be updated throughout the workflow sessions and delivered at the completion of Phase 2.

Once customizations requested by DIFS are finalized in the SEM501, the DIFS team can review the documented solution. This step, while time intensive, proves to greatly reduce the number of late projects and increases the overall level of satisfaction. If the solution is not what was envisioned or is discovered not to work, an alternate method must be used. CaseLoad will prepare a preliminary sizing of the effort to implement each customized feature. The DIFS team will then have the opportunity to evaluate the cost/benefit of each desired enhancement, discuss CaseLoad's expected approach (or suggested alternatives), and prioritize the desired enhancement list.

Deliver Workflow Documents

An outcome of the Workflow Mapping Sessions will be documentation that represents the Offices Business Workflows or Use Cases (SEM502). Each document will be reviewed by the IPT of each office and modified where required for DIFS signoff. The Workflow charts included in each SEM502 are produced using MS Visio. These charts along with the narrative SEM502 information will be provided to the DIFS team in a PDF format for their review. The PDF will include all relevant narrative, flowcharts and shape data.

Upon completion of the Phase 2 deliverables for the Insurance Offices (Insurance Evaluation, Insurance Licensing and Market Conduct), CaseLoad will provide a revised proposal, an updated project plan, and a revised Cost Model that will include fixed costs for the Insurance Licensing track of the Phase Three deliverables and revised (if needed) costs for Phase Four.

Following completion of the Phase 2 deliverables for the Finance Offices (Banking, Credit Union, Consumer Finance) and the Administrative Offices (General Counsel, Consumer Services), the fixed costs for Phase 3 of these tracks will be determined and the estimated costs for Phase 4 will be revised, if necessary.

Phase Three:

As outlined in the SOW, Phase Three is the building of the DIFS system. We have needed to make some assumptions in this area of the project plan which will also be outlined in the pricing section.

We have tried to give estimates using the requirements that we have. We have also tried to estimate given normal requirements of similar clients. We tried to error on the high side of estimates for time and effort required for budgetary reasons. We have also taken into account that there will be new employees and contractors required for many of the tasks included in this phase and, at least at first, their productivity will not be as high as our present staff. The estimates on duration are reflective of the assumptions listed below.

You will see that the customization effort and the workflow creation effort are the critical paths as far as budget and time in this phase. As stated above, DIFS will be presented with the SEM-501 Functional Design document in Phase One. The DIFS team will then have the opportunity to evaluate the cost/benefit of each desired enhancement or customization, discuss CaseLoad's expected approach (or suggested alternatives), and prioritize the desired enhancement lists. It is our hope that the teams will, whenever possible, work within the framework of the COTS solution and find ways to diminish the amount of customizations. This can be achieved through an alternative "work-around" or business process change, the effect of which could greatly reduce the timelines and cost of Phase Three.

Some of the key assumptions made in this phase were:

- CaseLoad will be responsible for any report creation. We estimated the creation of 12 reports per office (96). CaseLoad will provide report training in Phase 4 for post-implementation report development by DIFS staff.
- CaseLoad will be responsible for mail merge template creation. We estimated the creation of 35 mail merges per office (280). CaseLoad will provide Mail Merge training in Phase 4 for post-implementation Mail Merge development by DIFS staff.
- The number of workflows to be created is based on the Estimated Workflow Exhibit in the Phase 2 description above. (Please keep in mind the number of workflows, as defined in our engine, is not necessarily reflective of the number of business processes. Each process may have several workflows within it. Workflows can more closely be correlated with the number of tasks or actions taken within a business process.)
- 4 Offices require eFiling and they would average approximately 10 eforms per Office
- Credit card interface for payment would be required to the Michigan credit card system CEPAS for each office requiring eFiling

Our standard approach is to divide this Phase into two distinct activities: Construction/Configuration and Testing

I. Construction/Configuration Stage

	▪ **Construction/Configuration Tasks**
	✓ Update website to call myCaseLoad test site

- ✓ Program updates and customizations
- ✓ Admin Configuration
- ✓ Mail merge templates
- ✓ E-Filing development
- ✓ Interface development
- ✓ Data Migration Load development
- ✓ Install software release on test site at CaseLoad Site
- ✓ Verify software release (by DIFS)
- ✓ Deliver software with databases to DIFS

The tasks associated with this activity are related to development of any system modifications necessary to meet DIFS's requirements. These tasks include analysis and design, coding, quality assurance testing and documentation. Specific components will be identified as a result of the Feature Design Document sessions. If any additional components are identified after the final Functional Design Document has been accepted and additional development effort is required, these changes will be addressed via the project change management process.

CaseLoad Software has adopted the use of the Scrum Agile framework to build and customize our products. Please refer to the Product Development Methodology section for a detailed overview of our approach to software customizations in Appendix C.

During Phase 4, CaseLoad will be training members of the DIFS team on the Administrative Console and creation of Mail merge templates. CaseLoad will be responsible for these tasks for the initial implementation of the system. It is expected that members of the DIFS team will - upon training - be able to configure the site using the console and create mail merge templates post implementation. The minimum skill set for mail merge training is:

Template Creation: Basic Microsoft Word knowledge
Stored Procedure Creation: Intermediate SQL knowledge – proficient in Transact-SQL that includes selecting/joining/filtering tables and data.

Report creation for initial implementation is the responsibility of CaseLoad., In Phase 4, we will conduct a 3-day training course in CaseLoad related to report creation. It is expected that the person(s) attending this training would at minimum have the following skill set:

Intermediate SQL knowledge – proficient in Transact-SQL that includes selecting/joining/filtering tables and data.

II. Testing Stage

- **Testing Tasks**

- ✓ Conduct user acceptance testing (by DIFS)
- ✓ Program bug fixes

During the Testing phase, DIFS IPT will ensure that each element of the application meets the functional requirements as outlined in the Functional Specifications and Feature Design documents created during the course of the project. Appendix C provides a detailed description of our development and testing methodology. Structured functional and performance testing will provide a straightforward method for demonstrating proposed solutions, installing bug fixes, and diagnosing problems. At this stage, all testing will be completed on DIFS test servers hosted by DTMB. CaseLoad will work with DIFS to produce a UAT test

plan. Also CaseLoad will conduct knowledge transfer sessions and assist in the installation of a test site with DTMB staff.

Test data will be produced while executing test cases. Integration testing will ensure that all areas of the system interface with each other correctly and that there are no gaps in the data flow. CaseLoad will work closely with the DIFS team to identify any software issues and provide any necessary bug fixes. Final integration tests will prove that the system works as an integrated unit when all the fixes and changes to the existing functionality are complete.

An end-user training plan will be developed in this phase by DIFS and CaseLoad. All custom training material used for end user training will be created by DIFS using standard CaseLoad User Guides to be supplied by CaseLoad.

As mentioned above, there will be three separate Construction/Configuration and Implementation tracks (Insurance Offices, Finance Offices, Administrative Offices). At the conclusion of each Phase Three track, CaseLoad will update the project plan and the fixed costs for Phase Four.

Phase Four:

This phase is primarily the implementation and rollout of the solution. As discussed above, there will be three phases to this rollout – Insurance (IE, IL, MC), Finance (CF, OB, CU) and Administration (CS, GC). Implementation is phased in this manner to minimize disruption to DIFS organization that occurs in a big-bang approach and to allow for the Insurance offices deployed earlier than otherwise possible.

The one assumption that we have made that is reflected in the project plan and the pricing is the train-the-trainer approach we recommend for end user. CaseLoad has been training organizations on our system for many years and it has been our general practice to promote a train-the-trainer approach. We have found this approach to be highly successful and also cost effective. Training and knowledge transfer happens throughout the implementation process.

Our standard approach is to divide this Phase into three distinct activities: End-User Training, Implementation, and Post Implementation Review:

I. End-User Training

- **End User Training Tasks (one set of training sessions per Installation of Insurance, Finance, Administration)**
  - ✓ Design training course and database (by DIFS)
  - ✓ Conduct End-User Training (by DIFS)

End-user training will occur during this phase. Training will be based on the setup, configuration, procedures, and reporting established during Phase Two.

Our standard approach is a "Train-the-Trainer" method. A member of the IPT should conduct functional training that will focus on data entry and information inquiries using the specific process and roles of that Office. If DIFS implementation requires custom modifications, the classroom user-training should occur after custom modifications have been delivered and tested and as close to the "Go-Live" date as possible.

Training usually consists of a combination of lecture, demonstration, and hands-on exercises. End-users should dedicate at least one day to training, with half of the time spent on lecture and discussion, and the other half spent on practice and exercises.

As DIFS completes training and approaches the "go live" date, we will work with the Department to develop a transition plan. In most cases, that will include a "mini parallel run" on a test database. You will compare data via inquiries, reports and other activities to ensure that you are ready to extend the process to a production environment.

II. Implementation

- **Implementation Tasks (one set of Implementation activities for each Installation of Insurance, Finance, Administration)**

✓ Establish Production Environment
✓ Install Production Website at DIFS Site
✓ Go Live
✓ Conduct Technical Training for DIFS Administrators (Reports, Workflow Designer, Mail Merge, etc.)

The implementation phase entails installation and configuration of the application in the integration, test and production environments. The development and system test environments belong to CaseLoad and will not be deployed at the client's vicinity. With the assistance of CaseLoad staff, DTMB will first establish an integration environment that will be used to ensure the system is interacting properly with the other components specific to the DTMB architecture. This environment will also be used as a test platform for the future deployment of updates and upgrades to the system.

Once the integration environment is known to be stable, DTMB with the help of CaseLoad staff will deploy a test environment that will be used for the user acceptance test level. This environment will also be used to test future updates and upgrades of the system. This environment will be re-deployed if issues are identified or modifications to the system are required.

An actual production environment will be created by DTMB with the assistance of CaseLoad staff to ensure the system is ready to use and accessible to the users.

In order to maintain consistent and proper customizations and migrate data between the environments, a configuration management process including identification, control and verification procedures will be developed. This will ensure that reports, workflows and wizards, mail merge templates and system configuration will be successfully migrated from the CaseLoad development environment to the DTMB integration environment. It will also be used by DTMB to migrate the configurations between the integration, test and production environments. On the Go Live date, it is important to have all internal project staff available in case they are needed.

III. Post-Implementation Review

- **Post Implementation Task (one Post- Implementation review for each Installation of Insurance, Finance, Administration)**

✓ Review progress with Executive Steering Committee (ESC) and the DIFS, CaseLoad, and HP-TRIM Project Teams

Two weeks after the "Go Live" date for each group of Offices (Insurance, Finance, and Administrative), the ESC will discuss and document lessons learned from the project and areas that still need attention. This will ensure that issues are resolved satisfactorily and the success of future projects.

Project Plan:

The project plan for the implementation of the DIFS Modernization Project is attached under separate cover. The plan includes tasks for both the Caseload and State of Michigan teams as well as baseline dates for the major project deliverables.

Pricing Section

Below is a listing of the pricing in response to this SOW. Phase One pricing has been approved, Phase Two prices are fixed, and all other prices are estimates at this point.

We have attempted to be as accurate as we could be at this point but when there was an assumption to be made or further information required we tried to use experience and typical requirements to guide our estimates. In many areas we also chose to error on the high side of effort and cost estimates for budget reasons.

Customizations are defined as feature requirements that cannot be met by normal configuring of the system. myCaseLoad is a highly configurable solution and most of the creation of your workflows can be made by using our built-in tools. However, we know that there will be customizations, specifically to our database that will require a large effort. These customizations are not difficult to make but can take a high level of effort from a development and QA perspective.

Interfaces are a very difficult requirement to price with any accuracy without very specific information. Interface requirements can vary greatly depending on the system and data being passed back and forth from each system. It is our hope that many of the same interfaces that will be created for one Office can be leveraged in this project with only slight changes. I have listed below the External system interfaces that have been identified to date.

Data Conversion is also a difficult process to properly estimate until the data elements have been identified. The estimate for this effort has been based on a list of assumptions that are included below.

Listed below are a total cost summary and a breakdown of the software and subscription costs for each Office. I have also included updates to the OGC and Insurance Evaluation pricing. The software modules listed are those that we think will be required. The specific Feature Modules that may be required will not be finalized until after agreement on Phase Two deliverables. I have included these estimates in the Phase Three Estimations.

Subscription is the yearly support and maintenance for the software. The license costs are one-time fees. Yearly Subscription will be billable on the first day of the new fiscal year (October 1) after each Office's Go Live Date and on the first day of the new fiscal year annually thereafter. For initial implementations, the Yearly Subscription will be billed 90 days after Go Live date and be prorated for the remaining portion of the year through September 30.

You will note that we have included software licenses in each Phase One deliverable. It is customary for us to bill for software licenses at contract signing. I have included in each Office's cost summary table the software costs for the myCaseLoad Base Module and a proportionate level of Standard Edition User Licenses based on the number of users provided at this time. The specific Feature Modules that may be required will not be finalized until after agreement on Phase Two deliverables. I have included these estimates in the Phase Three Estimations.

Additional assumptions are listed below the following pricing breakdowns.

Total Cost Summary

Summary	
Description	Total
Project Phase One	$379,272.00
Project Phase Two	$578,679.00
Project Phase Three	$2,018,769.00
Project Phase Four	$175,415.00
e-Filing Integration Services	$298,180.00
Software Licenses	$1,022,067.50
Software Subscription	$218,369.20
Software Customization	$3,017,077.00
	$7,707,828.70

myCaseLoad Software Description

The myCaseLoad software is licensed by individual server components and named-user seat licenses, allowing DIFS to purchase exactly what is required, reflecting the value of the application and keeping the solution affordable for smaller Offices.

User Licenses for the standard implementation are available in these choices:

1. The "Standard" Edition User license allows the named user to perform read and write functions.

2. The "Query" Edition User License permits only read-only access to the application.

3. Workflow Designer User.

Server Software

1. All Offices must purchase one myCaseLoad Base Module.

2. Other Module Options are priced and licensed separately. (See Appendix A for a further description of available Modules)

Software Breakdown by Office

OGC				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	0	$0.00
Standard Edition User	Named User	$1,662.50	0	$0.00
Workflow Designer	Named User	$3,060.00	0	$0.00
File Tracking Module	Organization	$5,100.00	0	$0.00
Full Text Search Module	Organization	$4,080.00	0	$0.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	1	$10,200.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	1	$10,200.00
Criminal Module	Organization	$10,200.00	1	$10,200.00
Accounts Receivable Module	Organization	$10,200.00	0	$0.00
Accounts Receivable User	Named User	$510.00	0	$0.00
Exchange Base Module (25)	Organization	$10,200.00	0	$0.00
Exchange Module Extension (5)	Organization	$510.00	0	$0.00
WebServices Module	Named User	$15,300.00	0	$0.00
			Licenses Total:	**$52,480.00**

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	0	$0.00
Standard Edition Users		$350.00	0	$0.00
Workflow Designer		$630.00	0	$0.00
File Tracking Module		$1,050.00	0	$0.00
Full Text Search Module		$840.00	0	$0.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	1	$2,142.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	1	$2,142.00
Criminal Module		$2,142.00	1	$2,142.00
Accounts Receivable Module		$2,142.00	0	$0.00
Accounts Receivable User		$107.10	0	$0.00
Exchange Base Module (25)		$2,142.00	0	$0.00
Exchange Module Extension (5)		$107.10	0	$0.00
WebServices Module		$3,213.00	0	$0.00
			Subscription Total:	**$11,566.80**

Insurance Evaluation				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	0	$0.00
Standard Edition User	Named User	$1,662.50	0	$0.00
Workflow Designer	Named User	$3,060.00	0	$0.00
File Tracking Module	Organization	$5,100.00	0	$0.00
Full Text Search Module	Organization	$4,080.00	0	$0.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	0	$0.00
Community Website Module	Organization	$7,600.00	0	$0.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	0	$0.00
Accounts Receivable User	Named User	$510.00	0	$0.00
Exchange Base Module (25)	Organization	$10,200.00	0	$0.00
Exchange Module Extension (5)	Organization	$510.00	0	$0.00
WebServices Module	Named User	$15,300.00	0	$0.00
			Licenses Total:	$14,280.00

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	0	$0.00
Standard Edition Users		$350.00	0	$0.00
Workflow Designer		$630.00	0	$0.00
File Tracking Module		$1,050.00	0	$0.00
Full Text Search Module		$840.00	0	$0.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	0	$0.00
Community Website Module		$2,142.00	0	$0.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	0	$0.00
Accounts Receivable User		$107.10	0	$0.00
Exchange Base Module (25)		$2,142.00	0	$0.00
Exchange Module Extension (5)		$107.10	0	$0.00
WebServices Module		$3,213.00	0	$0.00
			Subscription Total:	$2,998.80

Insurance Licensing				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	19	$31,587.50
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	1	$10,200.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	1	$10,200.00
Accounts Receivable User	Named User	$510.00	3	$1,530.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	0	$0.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	**$142,207.50**

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	19	$6,650.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	1	$2,142.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	1	$2,142.00
Accounts Receivable User		$107.10	3	$321.30
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	0	$0.00
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	**$30,382.10**

Market Conduct				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	16	$26,600.00
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	1	$10,200.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	1	$10,200.00
Accounts Receivable User	Named User	$510.00	3	$1,530.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	0	$0.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	$137,220.00

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	16	$5,600.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	1	$2,142.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	1	$2,142.00
Accounts Receivable User		$107.10	3	$321.30
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	0	$0.00
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	$29,332.10

Office of Consumer Sevices				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	36	$59,850.00
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	0	$0.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	1	$10,200.00
Accounts Receivable User	Named User	$510.00	3	$1,530.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	3	$1,530.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	**$161,800.00**

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	36	$12,600.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	0	$0.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	1	$2,142.00
Accounts Receivable User		$107.10	3	$321.30
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	3	$321.30
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	**$34,511.40**

Consumer Finance				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	43	$71,487.50
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	1	$10,200.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	1	$10,200.00
Accounts Receivable User	Named User	$510.00	3	$1,530.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	4	$2,040.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	$184,147.50

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	43	$15,050.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	1	$2,142.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	1	$2,142.00
Accounts Receivable User		$107.10	3	$321.30
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	4	$428.40
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	$39,210.50

Office of Credit Union				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	48	$79,800.00
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	0	$0.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	0	$0.00
Accounts Receivable User	Named User	$510.00	0	$0.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	5	$2,550.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	**$171,040.00**

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	48	$16,800.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	0	$0.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	0	$0.00
Accounts Receivable User		$107.10	0	$0.00
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	5	$535.50
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	**$36,462.30**

Office of Banking				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	41	$68,162.50
Workflow Designer	Named User	$3,060.00	1	$1,530.00
File Tracking Module	Organization	$5,100.00	1	$5,100.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
Document Publishing	Organization	$10,200.00	0	$0.00
eFiling Module	Organization	$10,200.00	0	$0.00
Community Website Module	Organization	$7,600.00	1	$7,600.00
Clerk Review Module	Organization	$8,160.00	1	$8,160.00
Clerk Review Users	Named User	$2,040.00	3	$6,120.00
Team Resource Module	Organization	$10,200.00	0	$0.00
Criminal Module	Organization	$10,200.00	0	$0.00
Accounts Receivable Module	Organization	$10,200.00	0	$0.00
Accounts Receivable User	Named User	$510.00	0	$0.00
Exchange Base Module (25)	Organization	$10,200.00	1	$10,200.00
Exchange Module Extension (5)	Organization	$510.00	4	$2,040.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	$158,892.50

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Standard Edition Users		$350.00	41	$14,350.00
Workflow Designer		$630.00	1	$315.00
File Tracking Module		$1,050.00	1	$1,050.00
Full Text Search Module		$840.00	1	$840.00
Document Publishing		$2,142.00	0	$0.00
eFiling Module		$2,142.00	0	$0.00
Community Website Module		$2,142.00	1	$2,142.00
Clerk Review Module		$1,713.60	1	$1,713.60
Clerk Review Users		$428.40	3	$1,285.20
Team Resource Module		$2,142.00	0	$0.00
Criminal Module		$2,142.00	0	$0.00
Accounts Receivable Module		$2,142.00	0	$0.00
Accounts Receivable User		$107.10	0	$0.00
Exchange Base Module (25)		$2,142.00	1	$2,142.00
Exchange Module Extension (5)		$107.10	4	$428.40
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	$33,905.20

Future Subscription Cost Summary	
Description	Total
Year 2 Software Subscription Change Order 6	$289,625.44
Year 3 Software Subscription Change Order 6	$296,866.07
Year 4 Software Subscription Change Order 6	$304,287.72
Year 5 Software Subscription Change Order 6	$311,894.92

The above Table represents the estimated Total costs for yearly Subscription for all offices based on the licenses listed in the above tables. It also includes the Software Subscription that was proposed in Change Order #4 and 5.

Phase Cost Breakdown by Office

OGC

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		Included in Change Notice #4
2	Revised Project Plan with SOM Tasks/Resources		Included in Change Notice #4
3	Project Initiation/Kickoff		
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		Included in Change Notice #4
5	SEM 501- Detail Customization descriptions		Included in Change Notice #4 as a Phase 2 Task
6	SEM401 (Requirements Traceability Matrix - Baseline)		Included in Change Notice #4
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		Included in Change Notice #4
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		Included in Change Notice #4
9	Other(s) – Proposed by Contractor (additional software components)		Included in Change Notice #4 as part of a Phase Four Deliverable
		Phase One Fixed Cost	**$.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Two: Functional and System Design			
10	Workflows: Included in Change Notice #4		$0.00
11	Revise Project Plan - Fixed Price for Phase Three: Included in Change Notice #4		$0.00
12	Revise SEM401 Traceability Matrix: Included in Change Notice #4		$0.00
13	Revise SEM 501 Functional Design: Included in Change Notice #4		$0.00
14	Create Data Migration Dictionary		$1,350.00
		Phase Two Fixed Cost	**$1,350.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additive to Change Notice #4 – Additional Software Licenses		$52,480.00
16	Additive to Change Notice #4 – Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$186,151.00
17	Additive to Change Notice #4 – Customization: Feature Development, Sprints, Interfaces, System Testing		$278,205.00
18	Additive to Change Notice #4 – E-Filing Development		$74,545.00
Phase Four: Implementation			
19	Additive to Change Notice #4 – Phased Implementation		$6,587.50
Total Estimated Cost - Phases One, Two, Three, and Four			**$599,318.50**

Insurance Evaluation

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		Included in Change Notice #5
2	Revised Project Plan with SOM Tasks/Resources		Included in Change Notice #5
3	Project Initiation/Kickoff		Included in Change Notice #5
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		Included in Change Notice #5
5	SEM 501- Detail Customization descriptions		Included in Change Notice #5 as a Phase 2 Task
6	SEM401 (Requirements Traceability Matrix - Baseline)		Included in Change Notice #5
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		Included in Change Notice #5
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		Included in Change Notice #5
9	Other(s) – Proposed by Contractor (additional software components)		Included in Change Notice #5 as part of a Phase Four Deliverable
		Phase One Fixed Cost	**$.00**
Phase Two: Functional and System Design			
10	Additive to Change Notice #5 – SEM502 Workflow/Use Cases		$40,501.00
11	Revise Project Plan - Fixed Price for Phase Three: Included in Change Notice #5		0.00
12	Revise SEM401 Traceability Matrix: Additive to Change Notice #5		0.00
13	Revise SEM 501 Functional Design: Additive to Change Notice #5		$1,000.00
14	Create Data Migration Dictionary: Additive to Change Notice #5		$1,350.00
		Phase Two Fixed Cost	**$42,851.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additive to Change Notice #5 – Additional Software Licenses		$14,280.00
16	Additive to Change Notice #5 – Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$126,151.00
17	Additive to Change Notice #5 – Customization: Feature Development, Sprints, Interfaces, System Testing		$188,534.00
18	Additive to Change Notice #5 – E-Filing Development		0.00
Phase Four: Implementation			
19	Additive to Change Notice #5 – Phased Implementation		$6,587.50
Total Estimated Cost - Phases One, Two, Three, and Four			**$378,403.50**

Insurance Licensing

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$62,187.50
		Phase One Fixed Cost	**$125,399.50**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$148,060.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
		Phase Two Fixed Cost	**$151,910.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$80,020.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$344,122.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$514,295.00
18	E-Filing Development		$74,545.00
Phase Four: Implementation			
19			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$1,317,331.50**

Market Conduct

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$57,200.00
		Phase One Fixed Cost	**$120,412.00**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$76,015.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
		Phase Two Fixed Cost	**$79,865.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$80,020.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$271,371.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$405,568.00
18	E-Filing Development		0.00
Phase Four: Implementation			
19			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$984,276.00**

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$90,450.00
		Phase One Fixed Cost	**$153,662.00**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$41,388.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
		Phase Two Fixed Cost	**$45,238.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$71,350.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$248,278.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$371,054.00
18	E-Filing Development		$74,545.00
Phase Four: Implementation			
19			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$991,167.00**

Consumer Finance

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$102,087.50
		Phase One Fixed Cost	**$165,299.50**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$92,769.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
		Phase Two Fixed Cost	**$96,619.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$82,060.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$290,416.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$434,031.00
18	E-Filing Development		$74,545.00
Phase Four: Implementation			
16			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$1,170,010.50**

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$110,400.00
	Phase One Fixed Cost		**$173,612.00**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$65,962.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
	Phase Two Fixed Cost		**$69,812.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$60,640.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$265,943.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$397,455.00
18	E-Filing Development		0.00
Phase Four: Implementation			
16			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$994,502.00**

Banking

#	Work / Services to be Provided		Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1	Phase One Detailed Microsoft Project Plan		NA
2	Revised Project Plan with SOM Tasks/Resources		$4,100.00
3	Project Initiation/Kickoff		$3,000.00
4	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		$30,203.00
5	SEM 501- Detail Customization descriptions		$20,409.00
6	SEM401 (Requirements Traceability Matrix - Baseline)		$4,000.00
7	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document (if required)		$1,000.00
8	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		$500.00
9	Other(s) – Proposed by Contractor (additional software components)		$98,762.50
		Phase One Fixed Cost	**$161,974.50**
Phase Two: Functional and System Design			
10	SEM502 Workflow/Use Cases		$87,184.00
11	Revise Project Plan - Fixed Price for Phase Three		500.00
12	Revise SEM401 Traceability Matrix		1,000.00
13	Revise SEM 501 Functional Design		1,000.00
14	Create Data Migration Dictionary		1,350.00
		Phase Two Fixed Cost	**$91,034.00**

#	Work / Services to be Provided	Estimated Resources	Estimated Cost / Phase
Phase Three: Configuration, Construction and Testing			
15	Additional Software Licenses		$60,130.00
16	Phase 3 Services: Workflow Development, System Configuration, Report Development, Mail/Merge Development, Data Conversion		$286,337.00
17	Customization: Feature Development, Sprints, Interfaces, System Testing		$427,935.00
18	E-Filing Development		0.00
Phase Four: Implementation			
16			$27,040.00
Total Estimated Cost - Phases One, Two, Three, and Four			**$1,054,450.50**

Assumptions

- All prices are in US dollars. Taxes are not included.
- Unless otherwise noted, unit prices are valid for 120 days from acceptance of SOW Response.
- Product licenses are a one-time purchase.
- This quote excludes hardware and system software such as operating systems and databases
- Subscription fees are prepaid annually and include software enhancements, bug fixes and support for 2 client representatives. CaseLoad provides second line support, where end users will contact designated representatives within DIFS to resolve issues. If the designated representatives can't resolve an issue, they would then escalate the issue to the CaseLoad support team.
- CaseLoad will increase annual subscription fees in subsequent years by 2.5% annually.
- Prices include all travel and expenses.
- A payment and milestone schedule will be developed with a project plan. All payments will be due net 30 of the agreed upon milestone payment plan.

Data Conversion Assumptions (these assumptions were used to develop estimates for Phase 3 development costs)

- Data provided by client is presented in predetermined format.

- Data provided by client can be accommodated in the myCaseLoad database with the amendments documented in SEM 501.
- Data provided by client is accurate and clean and compliant with the jointly developed format specified by CaseLoad/DIFS.
- Ancillary data required for conversion is predetermined and approved by DIFS
- All administration/configuration data has been pre-defined in myCaseLoad so that the data conversion can be properly tested. CaseLoad will collect this data and DIFS will approve.
- Approved data mapping documents from phase one SEM501 are correct.
- CaseLoad has based our Phase 3 estimated costs on the conversion of 100 data tables. The number of tables to be converted will be determined at the conclusion of Phase Two and the cost will be adjusted appropriately.
- CaseLoad has based our Phase 3 estimated costs for conversion on each data containing an average of 15 columns (for a total of 1,500 columns). The number of columns to be converted will be determined at the conclusion of Phase Two and the cost will be adjusted appropriately.
- Conversion planning will take place in Phase 3. CaseLoad and DIFS will collaborate on the development of Conversion Plans for each implementation cycle (Insurance, Finance, Administration).
- Caseload will be responsible for remediating any PCI vulnerabilities, associated with the myCaseLoad application, which are identified by the Qualys server scans performed during application and server hardening. These scans will be performed no less than quarterly during the project.

External Interfaces Required (these assumptions were used to develop estimates for Phase 3 development costs; variation in assumptions will not affect Phase 1 fixed costs)

Entity	ID #	Database	Function	Type	Frequency / Time
NAIC / NIPR	1	SPLD / PDB	Populate tables with requests to add new or cancel existing insurance company appointments, then run procedures to process these requests. (**Existing**)	XML pull	Every three hours from 7:00 am to 10:00 pm.
	2	SPLD / PDB	Create and send XML files with the results of processing requests to add new or cancel existing appointments. (**Existing**)	XML push	Every three hours from 7:00 am to 10:00 pm.
	3	CDS	Create and send text files containing information on closed insurance industry complaints. (**Existing**)	Text push	Daily
	4	SAD / RIRS	Create and send text files containing information on closed insurance industry enforcement actions.	Text push	Daily
	5	SAD / RIRS	The system shall provide an interface to RIRS/SAD information. Contact NIPR for API information.	Interactive	On demand.
	6	PDB	Create and send text files containing name, demographic and licensing information on individual licensees and agencies operating in Michigan. (**Existing**)	Text push	Daily
	7	PDB	Read text file generated by NIPR system and update National Producer Number field for individual licensees and agencies. (**Existing**)	Text pull	Daily
	8	SPLD / PDB	Populate tables with requests to update individual licensee address information then run procedures to process the requests. (**Existing**)	XML pull	Every three hours from 7:00 am to 10:00 pm.
	9	SPLD / PDB	Create and send XML files with the results of processing requests to update individual licensee address information. (**Existing**)	XML push	Every three hours from 7:00 am to 10:00 pm.
	10	SPLD / PDB	Populate tables with requests from individual licensees and agencies to obtain new licenses or expand current authority then run procedures to process these requests. (**Existing**)	XML pull	Every three hours from 7:00 am to 10:00 pm.

	11	SPLD / PDB	Create and send XML files with the results of processing requests from individual licensees and agencies to obtain new licenses or expand current authority. (**Existing**)	XML push	Every three hours from 7:00 am to 10:00 pm.
	12	OLTPSPLP	Read text file generated by NIPR and update application request and address request records with payment information. (**Existing**)	Text pull	Daily
	13	ETS	The system shall have the ability to interface with the NAIC's Examination Tracking System database (ETS) for national Market Conduct exam activity information and to communicate OFIR conducted Market Conduct exam information.	Push and pull	On demand
	14	ETS	Create and send text files and send PDF files containing information on financial examinations performed by OFIR.	Text push / SFTP transfer	Daily
	15	DSSPROD	Upload financial data from the NAIC financial data warehouse. (**Existing**)	Direct pull from database	Once a year
Prometric	16	Unknown	Provide a method for testing vendor, currently Prometric, to populate the system with licensing examination results. (**Existing**)	Currently table access by Prometric	Daily
Michigan Department of Treasury	18	CEPAS	Accept online payments using the State's online, centralized electronic payment and authorization system (CEPAS). CEPAS is the State standard for accepting payments and can be accessed via a standard API interface.	TBD	On Demand
DELEG	19	CORPS	Interface with the CORPS database to validate information, such as corporate status and DBA/Alias names.	Unknown	On demand.
DELEG Contractor from this RFP	20	C3	Read text file generated by Central Cashiering Center and update invoice records. (**Existing**)	Text pull	On demand
	21	SOAHR	Read text file generated by the Office of Administrative Hearings and Rules (SOAHR) system and update contested case information.	Text pull	Unknown

	22	OBASE	Provide a method for data to be brought into SOM domain for posting to the OFIR web database, the MB One Stop database and used for other internal processing.	TBD	Daily

Appendix A

myCaseLoad Feature Overview

Standard Edition User license: Allows the named user to perform read and write functions within myCaseLoad. Licenses can be transferred from one named user to another. This licensing model is designed to make the myCaseLoad solution affordable for even the smallest of organizations.

Query Edition User License: Permits named user read-only access to the application within myCaseLoad. Licenses can be transferred from one named user to another. This licensing model allows organizations to give access to individual users who are not required to enter or modify data, including documents, within myCaseLoad but would benefit from having read only rights to the information within the system. The license costs are lower making this more affordable when applicable.

myCaseLoad Base Module:

Web-Based Access: No need for software on the user's laptops and desktops. The application can be securely available through any internet connection.

Highly Configurable: Administrator's console allows configuration and management of user permissions and security, configuration of all of the drop-down values to meet business rules and user interface languages.

Powerful Workflow Engine: Will automate your business rules, enforce legislative and best-practice guidelines, assign tasks, calculate due dates, update case status, generate documents and provide alerts. Many workflows and case types can be added and managed by the engine to increase productivity and reduce process bottlenecks.

Intake Wizards: Easily configurable user interfaces to collect information, data plus documents and attach them to a case. Wizards will lead your people through predefined steps ensuring complete and accurate data intake; reducing training time and costs.

Scheduling and Calendaring Tools: Resource scheduling will help you to manage your resources; whether it be people, meeting rooms or courts, more effectively. Centralized management of calendars is provided with flexible scheduling of cases or sessions with daily, weekly and monthly views of scheduled events and resources.

Information Access: All statistics are captured in a central comprehensive database as a single source of information. Powerful search capabilities are provided to retrieve case, party or counsel information by name, case number or date range. Audit information is captured for all cases. A record of all case related activities or changes to the case file is maintained with the case record.

Advanced Reporting: Reports may be generated at the click of a mouse or scheduled to be run on a periodic basis. The myCaseLoad environment supports both "canned" and "ad hoc" reporting requirements. Allows you to monitor performance, identify bottlenecks and make informed managerial decisions.

Additional Base Features:

- *Parties and Roles* – Add individuals to a case from a court-wide rolodex, and assign their roles
- *Case Relationships*- Join and relate cases together by matter type or to be heard together
- *Notes*- Add notes at any time, prioritize and report on all notes in a case
- *Assignments*- Tasks and cases can be assigned manually or automatically anytime in the life cycle of a case
- *Representatives*- One or more Attorneys or Representatives can be assigned to a party
- *Document Generation*- Notices and letters can be sent out, to one or many parties by mail or electronically prepared and sent.
- *Issue Tracking*- All issues and their resolution can be tracked and reported on.
- *Resource Management- All internal and external resource types can be managed and assigned to cases and tasks.*
- *Sessions and time slots- All hearing, mediations, meetings and other events can be scheduled ad hoc, or within sessions with flexible time slot layouts.*
- *Alerts- Reminders can be generated for new or pending Tasks.*
- *Document Capture- attach all electronic documents including audio and video files to a case*

myCaseLoad Modules:

Integrated modules extend functionality

Not everyone has the same requirements for their case management needs. We have designed myCaseLoad™ to provide you with the flexibility to extend its functionality by seamlessly adding software options.

E-Filing Frontend Module

The E-Filing Frontend Module is an alternative to paper-based case filings and manual data entry. Authorized Users, Lawyers and self-representing parties will be able to submit initial and sub sequent filings to your organization through a web interface. Information is entered in web data entry forms that are custom developed Acrobat Forms to replicate paper-based forms. Optional review of the documents can be performed to accept or reject the document. At this point the myCaseLoad Workflow Engine will

kick off any initiating processes, such as task or resource assignment and automated document generation.

myCaseLoad Web Services

This module is a series of web service applications that manage the interaction between applications. It will also serve as a backend for an electronic filing system. It provides for:
•receiving case initiation information (i.e. case, document, party, representation, issue info),
•receiving subsequent filings (i.e. document details only),
•the immediate acknowledgement of any received filings, and
•sending confirmations with any generated information (e.g. case number, document number) or a rejection notice with a detailed list of reasons for the rejection
•importing scheduling information from another system

Exchange Integration Module

This module connects the Exchange Server and the users Outlook Calendars to myCaseLoad Scheduling and Calendaring functionality allowing representatives the ability to see their scheduled myCaseLoad events in their Outlook Calendar. And allow schedulers to see when the representative is available. The representative would have no need to maintain and consult two calendaring systems.

Clerk Reviewer Module

This application will allow a user to review an electronically submitted document, classify it as an Appeals form or another document type. Allow the user to review the document, accept or reject it, and enter relevant data from the document to be placed into myCaseLoad. The outcome of a review would kick off a workflow based on business rules.

Document Voting Module

This module manages the decision voting process. The module allows for the participants to circulate opinions and other documents to panel members/Judges for their vote and comments.

Document Publishing Module

This module tracks the status of a document from an initial status to a final status. Each of the status types is user-configurable. When a document status is changed, the effective date of the change is recorded. The information can provide powerful monitoring statistics showing the timeframes for document to move from status to status (e.g. Draft Received to Issued or Suggestions Sent to Modifications Received). When a document has reached its final publishable state, the system will make a new document entry with the latest file attachment. As well, the attachment can be copied to a network folder where a public website can access the document

Document Packaging Module

The module will allow the user to quickly package up all of the relevant documents into a single secure pdf file to be emailed, printed or otherwise sent electronically to lower courts, relevant agencies or representatives.

Community Website

The Community Website module allows your case management information to be accessible to the general public or agency staff. The Website gives case participants a greater level of access to their cases. The users can search for cases using multiple search criteria such as appeal number, their name, attorney name, etc.

The site user can also view the court calendar from the website. However, only the sessions that have a "Public" access level would be viewable. Parties and attorneys can be granted a secure id and password to gain access to any cases with an access level higher than "Public".

The E-Filing Frontend Module can be integrated into the Community Website to provide a seamless solution for your clients. The website can be easily tailored to have a similar look to your current website.

Full Text Search Module

When a document attachment is uploaded in myCaseLoad, it will be sent to a specific area of the network and search server software be asked to index the new document. The user will be able to search for documents within myCaseLoad by specifying database criteria as well as text criteria. The search results will be displayed in myCaseLoad with hyperlinks to the document and the related case record.

Team Resource Module

This module allows teams and panels to be defined. When a team is assigned or scheduled to work on a case, the business rules associated with the individual team members will be enforced. For example, Judge Adams, Brown, and Clark will make up the panel for the summer term. The panel will be assigned to ten cases. Any conflicts recorded for Judge Clark using the Recusal Management Module will identified when assigning or scheduling the panel.

File Tracking Module

This module simplifies the tracking of all cases, documents, and exhibits whether they are electronic or hard copy files. It provides the current location as well as the location history for each item.

Exhibit Tracking Module

This module allows organizations to define retention schedules and apply the schedule to individual documents or entire cases. The module maintains and manages the life cycle of these items from storage to disposition. It ensures accountability and prevents the loss of vital documents and items.

Accounts Receivable Module

The Accounts Receivable User Module is only required for users performing actions in which a fee is levied (e.g. document filing fees, service charges), a payment is received, an invoice / cash receipt is

voided (e.g. NSF, refund), or a till reconciliation is required. Each payment can be received by multiple methods (e.g. cash, credit card, or check) and applied to multiple invoiced charges.

Recusal Management Module

This module will allow schedulers to manage the assigning of panel members, judges, Justices to a case. It records potential conflicts for each Justice, Judge or other resources and notifies the user during any assignment operation.

Workflow Designer Module

The Workflow Designer is a graphical modeling tool. It comes with an easy to use interface that allows "non-technical" users to create and modify their business process models. These models will be used by the Workflow Engine to automate actions and monitor the progress of each case. The Workflow Designer permits you to graphically configure your business rules to "customize" individual tracks (or schedules) for different case types, triggering unique events, alerting staff and automatically changing case status indicators as case milestones are completed.

Appendix B

myCaseLoad 6.2 System Requirements

For contact information, please visit www.caseload.com/contact_us.htm.
The system requirements listed below pertain to myCaseLoad installation utilizing the default deployment configuration (see the deployment strategies document for deployment options). The hardware requirements should be scaled in accordance to the number of users as well as the expected amount of data to be generated.

System Requirements: myCaseLoad Web Server

Item	Requirement
Hardware	A minimum of: • 2GB of memory • 80GB of disk space (assuming the document attachments are going to be saved on the web server)
Operating system	Any of the following operating systems: • Windows Server 2008 SP2 – Any edition (32-bit or 64-bit) • Windows Server 2008 R2 SP1 – Any edition (32-bit or 64-bit) • Windows Small Business Server 2008 • Windows Small Business Server 2011 Standard
Operating system components	Internet Information Services (IIS) for Windows® 7.0 or above with at least the following functionalities: • ASP.NET • .NET Extensibility • ISAPI Extensions • ISAPI Filters • IIS Management Console • Windows Authentication .NET Framework 4.0
User authentication	The myCaseLoad Web Server must be part of a

	domain and be able to authenticate users against a Windows Server Active Directory
Installation user and service account	A domain or local user with administrative rights on the server is required to install and upgrade myCaseLoad. A domain service account with the following rights on the server is required for the normal execution of myCaseLoad: • Read/write/modify the mail merge, logs, attachments and Windows temporary folder • Log on as a batch job • Log on as a service • Member of IIS_IUSR local group

Exchange Server	In order to use the Exchange Integration module, Microsoft® Exchange Server® 2007 or above and the following components are required:
	• Exchange Web Services API
	• A domain service account configured with a mailbox and the following rights[1]:
	  ○ ms-Exch-EPI-May-Impersonate (MS Exchange 2007)
	  ○ ms-Exch-EPI-Impersonation for every user or group for which appointments will be scheduled (MS Exchange 2007)
	  ○ ApplicationImpersonation role for every user or group for which appointments will be scheduled (MS Exchange 2010)

Network proximity	A high speed, switched network is required between the myCaseLoad Web Server and the myCaseLoad Database Server and Exchange Server
Firewall	The following ports must allow traffic from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)

[1] More information can be found in the Microsoft Exchange Server documentation: http://msdn.microsoft.com/en-us/library/exchange/bb204095(v=exchg.80).aspx

Browser	Windows® Internet Explorer® 7.0 or above with the following configuration: • Run myCaseLoad in Trusted Site or Local Intranet zone • Support for JavaScript® • Support for TLS or SSL if a secured connection to myCaseLoad is configured • Support for file download • Enable Integrated Windows Authentication • Disable pop-up blocker for myCaseLoad site

System Requirements: myCaseLoad Database Server

Item	Requirement
Hardware	A minimum of: • 4GB of memory • 40GB of disk space
Database management system	Any of the following database management system: • Microsoft® SQL Server® 2005 SP4 – Any edition[2] (32-bit or 64-bit) • Microsoft SQL Server 2008 SP3 – Any edition* (32-bit or 64-bit) • Microsoft SQL Server 2008 R2 SP1 – Any edition* (32-bit or 64-bit)
Database management system components	In order to use the optional Full Text Search myCaseLoad module, the following components must be installed on the server: • Collation set to default case-insensitive • Mixed-Mode Authentication • Full Text Search SQL Server optional component • Filter Packs in order to extend the searching capabilities to certain file types:

[2] Express Edition is not recommended due to database size limitation

	○ Microsoft® Office 2010® Filter Pack ○ Adobe PDF IFilter
Remote database connection	TCP/IP network protocols must be turned on for the instance under which the myCaseLoad database is installed
Firewall	The following port must allow traffic from the myCaseLoad Web Server and myCaseLoad Report Server: • TCP port 1433 (SQL Server remote connection)

System Requirements: myCaseLoad Report Server[3]

Item	Requirement
SQL Server Reporting Services®	SQL Server Reporting Services is part of the following database management system: • Microsoft® SQL Server® 2005 SP4 – Standard, Enterprise or Datacenter (32-bit or 64-bit) • Microsoft SQL Server 2008 SP3 – Standard, Enterprise or Datacenter (32-bit or 64-bit) • Microsoft SQL Server 2008 R2 SP1 – Standard, Enterprise or Datacenter (32-bit or 64-bit)
Operating system components	.NET Framework 2.0 for Reporting Services 2005 .NET Framework 3.5 SP1 for Reporting Services 2008 and above
Firewall	The following ports must allow traffic from the myCaseLoad Web Server and from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)

[3] myCaseLoad Report Server can be installed on the same machine as myCaseLoad database server or on a separate machine

Appendix C

Product Development Methodology

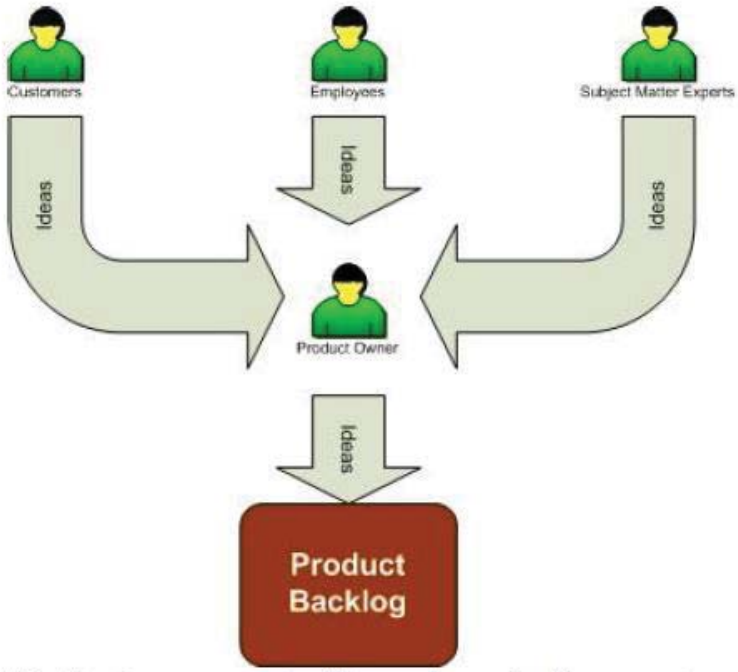
myCaseLoad™ is a commercial off the shelf (COTS) product which is driven by a combination of customer feedback, industry advances and research & development efforts. The success of a product is a combination of the quality of the information used to build it and good practices to develop it.

CaseLoad Software has embraced the use of Agile frameworks, more specifically Scrum to build its products. As an organization, we felt it was the best way to react quickly to industry needs and deliver high quality software in an efficient manner. The following is a high level description of the process CaseLoad Software follows.

Product Backlog

An initial *Product Backlog* is created which contains the high level features that have been collected by the *Product Owner*. These include:

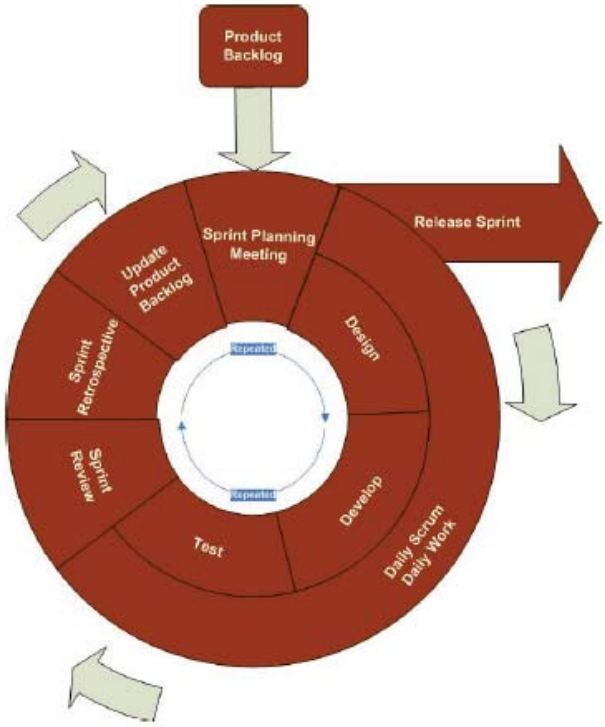
- A list of functionality for the product
- Any technological drivers
- Outstanding or potential issues
- Enhancements to the software



As a product company, this *Product Backlog* is never empty. We are always looking ways to continuously improve our software. This information is prioritized and refined by the Product Owner.

Sprints

The development team, which in this methodology is called a *Scrum Team,* will take an appropriate number of items from the *Product Backlog* based on the size of the team and an initial estimate of the effort of each task. These tasks need to fall into a time boxed 15 day duration. An important procedure is to identify the items that have the highest priority and greatest risk to ensure these items are done as early as possible. Each item will become a *Sprint Backlog Item* and broken down into multiple tasks and test cases. Each task must have an estimated duration of less than 16 hours.



Sprints are run repeatedly, in an iterative fashion, until the decision has been made to release the product. The largest advantage of this is continuous visibility into the progress, quality and features currently being developed.

Design, development and testing are done in an iterative and incremental fashion within the 15 day *Sprint*. It should include almost all of the tasks needed to create production ready code to ensure there is never any component that is partially completed\tested. An initial design is done first on the items that have been defined. Daily work is done using engineering best practices that have evolved from software development. For example:

- Developers are encouraged to use *Test Driven Development* which is a process where the test is written before the code and then continuously refined until it has reached completion.
- Incremental development is done along with *Continuous Integration*. Components are built to completion and then immediately tested against all other parts of the system using automated unit tests. Automated builds and unit tests are triggered every time a

developer submits code parts to the application source. A suite of unit tests are triggered to run every time a developer submits changes to the source code. Any failure would get cause to component to be delivered back into the hands of the developer for correction .This process is supported by Microsoft Team Foundation Server.

Once an individual set of components have reached a level of code completions, an independent Quality Assurance group is engaged to perform a broader range of testing. The QA team designs test plans that include test cases for integration and system testing, mainly. Performance and regression testing plans are also developed by the QA team. Testing includes:

- User interface testing
- Usability testing
- Integration and System Testing - done by QA team to test the integration of the solution as a whole within myCaseLoad
- Performance testing
- Performance\Load\Stress testing
- Regression testing - done by QA team any time myCaseLoad code is altered
- Accessibility testing

Every Sprint ends with the following:

- Sprint Review: This is a chance for the development team to demonstrate the components that were created to the *Product Owner*.
- Sprint Retrospective: The team gets together and looks at how what it did well and what areas could be improved. The suggestions are then incorporated into the next *Sprint*.
- Updating of the Product Backlog: All items that were completed are then closed out in the original *Product Backlog*.

Release Sprint

Once the product has reached an acceptable level of features, the Product Owner makes the decision to make the next *Sprint* what is called a *Release Sprint*. This is a much shorter *Sprint* that includes any close out tasks such as creating user documentation, burning the software to media and any marketing tasks.

Appendix D

Maintenance and Support

CaseLoad's Technical Support organization is dedicated to providing responsive technical support services to ensure the success of our clients in the utilization and maintenance of myCaseLoad. Achieving maximum value from your investment in myCaseLoad is a key to your success.

CaseLoad provides subscription maintenance support plans for telephone assistance, software upgrades, updates and bug-fixes. We also provide hourly contract services to assist with tasks such as project management, new customizations, report and template writing.

The CaseLoad team is committed to providing our clients with excellent and friendly support.

Support Subscription Program

Membership in the Support Subscription Program is available to CaseLoad clients on an annual pre-paid basis.

The services included in the program are:

- Toll free telephone support for two trained Administrators between 8:30 a.m. and 6:00 p.m. (EST), Monday to Friday
- Email support for two trained Administrators
- Periodic maintenance releases (approximately two per year)
- Software updates and upgrades
- Software fixes for defects
- 24/7 access to an online Knowledge Base, containing solutions to issues experienced by other CaseLoad users
- A personalized Client Support website containing documentation and any custom files or reports that we have produced for your installation

Response Times for Support

The Support Subscription Service entitles software support calls from two trained administrators, from 8:30 a.m. through 6:00 p.m. (EST) Monday through Friday. ***CaseLoad will negotiate after hours support if these times are not sufficient.***

Appendix E

Technical Architecture Considerations

DIFS has several future-oriented technical architecture compliance considerations to be addressed. The following technical architecture issues were raised by DIFS Technical Architect Chris Weiss. CaseLoad's response is in bold print following each issues:

DIFS needs to have the operating system, version of SQL Server, and other software running on the 2012 release of Windows and SQL Server and latest versions of .NET and IIS by the end of the project. Given where Microsoft will be in its support cycles, we want to ensure we have a significant period of stability before we need to upgrade. By the completion of the project SQL Server and Windows Server 2008 will be off primary support and onto extended support most likely with a defined end of life.

> **CaseLoad Response: Windows Server 2012 and SQL Server 2012 -> Currently, our application is bound to a minimum requirement of SQL Server 2008 and .Net Framework 4.0. We haven't set a bound to 2012 or above components. Prior to start of UAT for the Insurance Offices, the application will be certified to work on 2012 environment.**

Also, DIFS has an agency request to make the myCaseLoad instances available on the internet for remote users. Originally, we had planned on having remote users access the state intranet over a VPN. However, for remote users in rural areas with relatively poor internet connections such as auditors on site in the upper peninsula, the VPN reduces performance so significantly that other than checking email, the VPN and any other intranet services are crippled. The state will manage the server deployment with firewalls, load balancers, proxies, etc. However, since this application will be exposed over the internet with sensitive data, it must be PCI compliant. In particular, a Qualys scan will be performed. In my experience, most of the issues are very simple to deal with. However, there will be some annoying problems such as cross site scripting which can be cumbersome to address.

Have you been through the Qualys scans in your other installations at the state such as MAHS? If so, were you able to resolve all of the medium and above issues from the scan results?

> **We have not been through any Qualys scans with other installations. Caseload will be responsible for remediating any PCI**

vulnerabilities, associated with the myCaseLoad application, which are identified by the Qualys server scans performed during application and server hardening. These scans will be performed no less than quarterly during the project.

Finally, for the community web site, it must be integrated with the state's Michigan.gov portal. This means a few things:

1. It must comply with eMichigan.gov look and feel standards
2. It must be integrated with a larger portal
3. It must be fully ADA compliant. For most apps this means properly adding alt-text to all graphical elements, properly naming screen elements, etc.

1. This should not be an issue as we are already following the look and feel for other agencies within Michigan
2. This should not be an issue but may require additional effort
3. By the end of the project, the application will be WCAG 2.0 and ADA section 508 compliant

The eMichigan guidelines and standards are published here:

http://www.michigan.gov/emichigan

Finally, we would like create a load balanced cluster for the web servers. We will implement session affinity to prevent issues with round robin request routing, but we must be sure you to not anticipate any issues have multiple servers behind a load balancer with session affinity enabled.

The load balanced cluster should not be a problem for our application. We will have to perform internal testing and assess the issues if any.

Please let me know if you would like to schedule a conference call to address these issues all at once or individually. Please feel free to reach out at your earliest convenience over email if you have further questions.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 6
to
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc. 2152 Danforth Avenue, Suite 200 Toronto, ON M4C 1K3	Darryl Evans	daevans@caseload.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	416-762-0236	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Toby Pittman	517-636-5428	pittmant@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Enhanced Document Management - DIT**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, 1 Year Option	April 11,2015
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		April 11,2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$238,241.00	$3,400,568.55

Effective immediately, this Contract is hereby INCREASED by $238,241.00 and the attached Statement of Work is incorporated.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated September 30, 2013.

Article 1 – Statement of Work (SOW)

Project Objective

CaseLoad will approach this project armed with "best-practices procedures" for implementing their Commercial Off-the- Shelf Software (COTS) and customizing to meet the DTMB's unique requirements.

The following sections outline the various components to this preliminary plan and can be further modified in order to confirm to the SUITE methodology.

Roles and Responsibilities

For this project the required staff roles will be as follows:

Michigan Team

Name	Agency/Division	Title	Role
TBD		Supervisor	Executive Subject Matter Expert
TBD		Coordinator	Executive Subject Matter Expert
TBD		Analyst/Programmer	Executive Subject Matter Expert
TBD		Project Manager	PM
TBD		Contract Administrator	Contract Administrator

CaseLoad Team

Name	Title	Role
Jason Cull	Project Manager	PM
Skweda O'Bomsawin	IT Manager	Technical Manager
Patrick Gibbs	Data Analyst	Data Analyst
Ian Craig	Business Analyst	Business Analyst
Dawn Yang	QA Analyst	QA Analyst

Project Implementation Team

The first committee is the Implementation Project Team (IPT). The core members will consist of a CaseLoad Project Manager, the DTMB's Project Lead, and a representative from DTMB's Information Technology department. There can be other representatives from various departments. The number of members should not exceed seven, including the CaseLoad Project Manager. The IPT will be contributing to the Joint Application Design (JAD) session, reviewing project documentation, conducting user acceptance testing, creating user training materials, and training the end users. We have found that a train-the-trainer approach will achieve maximum results, with minimum impact on your daily operations.

Executive Steering Committee

The second committee is the Executive Steering Committee (ESC). The core members are the CaseLoad Project Manager, and the Executive Subject Matter Experts. The ESC will discuss the project status on a monthly basis via teleconference call. Its primary purpose is to communicate directly with the project sponsors and to escalate issues that require resolution.

Change Management Plan

The change management plan exists to provide a formal process for:

Submission and receipt of change requests

Review and logging of change requests
Determination of the feasibility of change requests
Approval of change requests
Implementation and closure of change requests

CaseLoad will utilize the Change Control forms currently utilized by the State of Michigan for this project. Any changes in scope will be measured carefully to ensure the project milestones can still be met. Since time will be of essence during the project, using familiar Change Management procedures and forms should expedite the review process.

Process

1. Written change request is submitted.
2. Project manager logs change request.
3. Project Implementation Team evaluate change request and estimate impact to scope, schedule, and cost.
4. Project manager takes change request to Steering Committee.
5. Steering Committee reviews change request and either approves or rejects it.
6. Project manager updates project change and decision log to reflect decision made by change review board.
7. Stakeholders, sponsors, and team members are notified of decision about change request.
8. If approved, the Contract Administrator will submit a request for change to the Department of Technology, Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DTMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice.

Communications Management Plan

This Communications Management Plan sets the communications framework for this project. It will serve as a guide for communications throughout the life of the project and will be updated as communication needs change. The Project Manager will take a proactive role in ensuring effective communications on this project. The communications requirements are outlined below:

Weekly Project Status Report

Delivery Method: Email
Format: In accordance to Michigan's Project Status Report SUITE template
Attendance: Implementation Project Team
Components:

Executive Summary of activity during the report period
Accomplishments during the reporting period
- Accomplishments indicate specific work started or completed and not work in process

Deliverable status
Schedule status
Change Control
Maintenance Activity (if any)
Planned accomplishments during the coming report period
- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status
Issues
- The Log may be attached rather than material copied into the actual Project Status Report

Risks

Bi Weekly Performance Review Meetings

Delivery Method: Teleconference
Format: To Be Determined
Attendance: Project Managers and Executive Subject Matter Experts
Components:
Review of the Project Implementation Team's performance

Security Assessment and Plan
CaseLoad will work with the DTMB team to implement the Security Assessment and Plan.

Initial Test Plan

While any customizations are in development, the preparation of test plans will be prepared. Each test plan will follow the green/perfect path or various auxiliary paths based upon the development workflow models.

The test plans will be prepared by CaseLoad and may be used by the IPT to perform their own User acceptance Testing.

An example of a step within a test plan may look like this:

#	Action Steps	Expected Result	Actual Result
22.1.5	Generate Acknowledgement Letter	• letter is generated as PDF with address of claimant • Acknowledgement Letter appears in Document List with Timestamp of today	

When a step is performed and the actual results differ from the expected results, the actual results will be documented or a reference number will be noted and cross referenced to the Issue Management System.

Issue Management

CaseLoad uses an Issue Management System for all client projects. All members of the Implementation Project Team will be provided with a user ID and password and invited to log issues and questions on the system for resolution. Since rolling out the system, CaseLoad has been able to efficiently track items in a central repository and report on their progress. This system will allow for the logging of the following components:

- Description of issue
- Issue identification date
- Responsibility for resolving issue (a single owner).
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Updates (indicating date and progress made towards resolution of the issue)
- Resolution date
- Resolution description

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

Level 1 – Business leads
Level 2 – Project Managers
Level 3 – Executive Subject Matter Experts (SME's)

Project Plan and Implementation Assumptions

The follow pages provide a general overview of what takes place in each phase, as well as the project schedule, the list of deliverables, and finally, the any assumptions.

The project itself will be broken out into 6 phases. Each phase is described in detail below along with the resources that will be required from CaseLoad, MAHS and DTMB.

Phase 1 – Planning and Base Software Delivery

Description

The first phase will involve the identification of the individuals who will make up the Implementation Project Team (IPT). The IPT will need to consist of the following:

- **Administrator of the application** – front end administration
- **Subject Matter Experts** – Those who have the knowledge to map the business process and will be able to verify that the system is configured appropriately
- **Internal Trainer**
- **Project Manager**

During this phase the PMs from both MAHS and CaseLoad will finalize the project schedule. In addition, the project site will be created on the CaseLoad servers and the base myCaseLoad software version 6.2 will be delivered to MAHS.

Resources

- MAHS PM
- CaseLoad PM

Phase 2 – Kickoff, Admin Overview and Info Gathering

Description

The second phase will see the kickoff meeting taking place which allows for IPT to obtain exposure to the project schedule and get an understanding of their role within it. This will roll into the Admin Training that will provide a high level overview of the admin functions available within the system.

After the training, the IPT will focus on clearly establishing the requirements as they relate to:

- Workflow mapping
- Batch Printing
- Interface Requirements

These sessions are facilitated by the CaseLoad Business Analyst

Once captured, these requirements will then be documented for review and sign off.

Resources

- IPT
- DTMB Technical Analyst (Batch printing and Interface)
- CaseLoad BA

Phase 3 – Execution Phase

Description

This phase will involve the entering of administration settings into the system by the Administrator as well as the creation of the workflows by the CaseLoad BA. These workflows will be reviewed by the IPT so that they can provide feedback as they are developed and ultimate sign off.

Resources

- IPT
- CaseLoad BA

Phase 4 – Customizations

Description

This phase will see the development of the customizations relating to the batch printing and interface taking place. As well, an overview of the how mail merge templates are created will be conducted so that the appropriate individuals from the IPT can create the mail merge templates and their associated stored procedures. Any reports that are to be created by the MAHS team will take place during this phase.

Resources

- IPT
- DTMB Data Analyst (Stored Procedures)
- CaseLoad Development Team

Phase 5 – Testing

Description

This phase will see the establishment of the technical environment that will house myCaseLoad within Michigan. A local install will then take place whereby the system that was configured on CaseLoad's Toronto servers will be lifted and relocated onto the Michigan servers. From there, technical testing of the system will occur to ensure the system and interfaces are functioning as they should. Once completed, user acceptance testing (UAT) will commence.

CaseLoad resources will be addressing any issues that surface while the UAT is underway leading up to testing sign off.

Time has also been allotted to allow the MAHS internal trainer to develop any specific training material they wish to utilize during the Deployment Phase.

Resources

- IPT
- DTMB Technical Analyst
- DTMB Data Analyst
- MAHS Testers
- CaseLoad BA
- CaseLoad Data Analyst
- CaseLoad Technical Analyst
- CaseLoad Development Team

Phase 6 – Deployment

Description

End user training takes place in this phase followed by the establishment of the production environment just prior to going live!

Resources

- IPT (Trainer)
- MAHS Business users
- CaseLoad BA

Milestones

The following table provides a breakdown of the deliverables that will take place throughout the implementation.

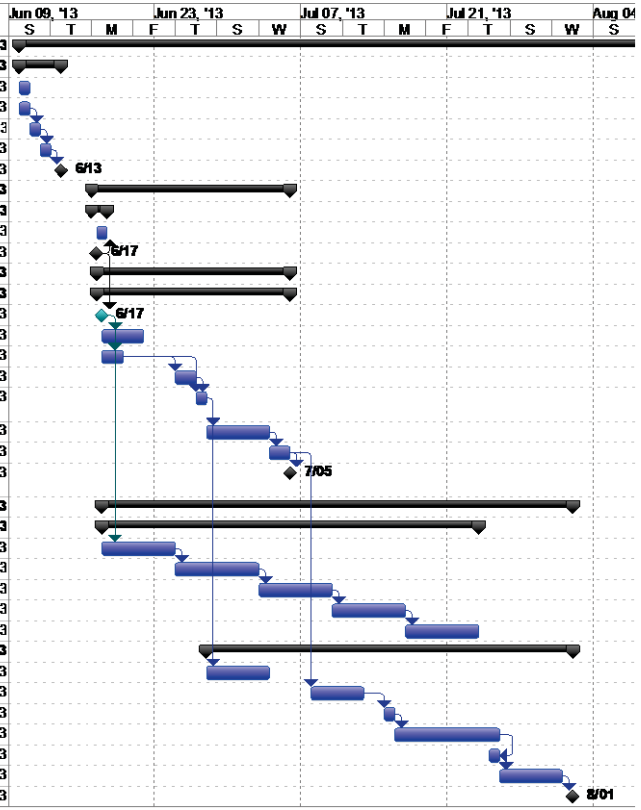
Task	Deliverable
Phase 1 – Planning and Base Software Deliver	
Software Delivery	Base myCaseLoad software
Phase 2 – Kickoff, Admin Overview and Information Gathering	
Project Kickoff	Approved project schedule, kickoff meeting
IPT Admin Overview	On site session
Sign off of Workflow/Interface/Batch Printing Requirement Document	Microsoft Word document detailing the workflow, interface and batch printing requirements
Phase 3 - Execution Phase	
Workflow Sign off	Review of the workflows developed by the CaseLoad Business Analyst on the Project Site located in Toronto
Phase 4 - Customizations (Interface/Batch Printing)	
Live Meeting - Sprint 1 Development Review	Live Meeting review of the customizations that have been developed in order to address the interface, purging and batch printing requirements
Phase 5 - Testing	
Local Test Install of myCaseLoad software	Successful installation of the fully configured system onto the Michigan servers
Testing Sign off	After UAT, a formal sign off that the system is appropriately addressing the business requirements as outlined in the documentation from Phase 2
Phase 6 – Deployment Phase	
Go Live	Production system goes live

Change Notice Number 6

Contract Number 071B0200162

Initial Project Schedule

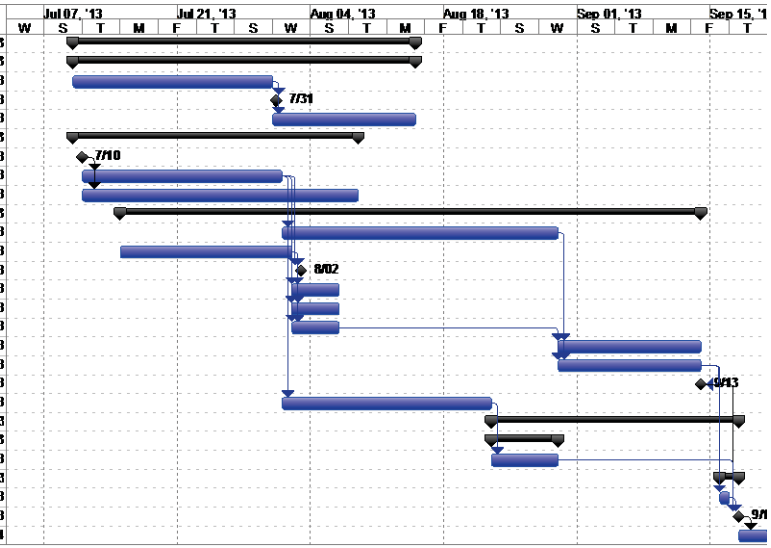
ID	Task Name	Predecessors	Duration	Start	Finish
1	**MIOAH - myCaseLoad Implementation**		**69 days**	**Mon 6/10/13**	**Tue 9/17/13**
2	**Phase 1 - Planning and Base Software Delivery**		**4 days**	**Mon 6/10/13**	**Thu 6/13/13**
3	Formation of IPT		1 day	Mon 6/10/13	Mon 6/10/13
4	Review Project Plan		1 day	Mon 6/10/13	Mon 6/10/13
5	Revise and finalize Project Schedule	4	1 day	Tue 6/11/13	Tue 6/11/13
6	Intallation of Testing Site	5	1 day	Wed 6/12/13	Wed 6/12/13
7	Delivery of base software	6	1 day	Thu 6/13/13	Thu 6/13/13
8	**Phase 2 - Kickoff, Admin Overview and Info Gathering**		**14 days**	**Mon 6/17/13**	**Fri 7/05/13**
9	**IPT Training**		**1.5 days**	**Mon 6/17/13**	**Tue 6/18/13**
10	Setup Training Room	11	1 day	Mon 6/17/13	Tue 6/18/13
11	Project Kick off Meeting - (Planning Completed and Schedule approved)		0.5 days	Mon 6/17/13	Mon 6/17/13
12	**Workflow/Batch Printing/Interface Review**		**13.5 days**	**Mon 6/17/13**	**Fri 7/05/13**
13	**Admin training and Info Gathering**		**13.5 days**	**Mon 6/17/13**	**Fri 7/05/13**
14	IPT Admin Overview	11	0.5 days	Mon 6/17/13	Mon 6/17/13
15	Workflow/Batch Printing Review	14	4 days	Tue 6/18/13	Fri 6/21/13
16	Interface investigation and documentation	14	2 days	Tue 6/18/13	Wed 6/19/13
17	Document Workflow/Batch Printing Requirements	16	2 days	Tue 6/25/13	Wed 6/26/13
18	Submission of Workflow/Interface/Batch Printing Requirement Document	16,17	1 day	Thu 6/27/13	Thu 6/27/13
19	Review of Requirements	18	3 days	Fri 6/28/13	Wed 7/03/13
20	Modifications to Requirements	19	2 days	Thu 7/04/13	Fri 7/05/13
21	Sign off of Workflow/Interface/Batch Printing Requirement Document	20	0 days	Fri 7/05/13	Fri 7/05/13
22	**Phase 3 - Execution Phase**		**32 days**	**Tue 6/18/13**	**Thu 8/01/13**
23	**Admin Settings**		**25 days**	**Tue 6/18/13**	**Tue 7/23/13**
24	Admin Settings 1	14	5 days	Tue 6/18/13	Mon 6/24/13
25	Admin Settings 2	24	5 days	Tue 6/25/13	Tue 7/02/13
26	Admin Settings 3	25	5 days	Wed 7/03/13	Tue 7/09/13
27	Admin Settings 4	26	5 days	Wed 7/10/13	Tue 7/16/13
28	Admin Settings 5	27	5 days	Wed 7/17/13	Tue 7/23/13
29	**Workflow and wizard configuration**		**24 days**	**Fri 6/28/13**	**Thu 8/01/13**
30	Workflow configuration 1	18	3 days	Fri 6/28/13	Wed 7/03/13
31	Workflow configuration 2	20	5 days	Mon 7/08/13	Fri 7/12/13
32	Workflow Review	31	1 day	Mon 7/15/13	Mon 7/15/13
33	Workflow configuration 3	32	8 days	Tue 7/16/13	Thu 7/25/13
34	Workflow Review	33FF	1 day	Thu 7/25/13	Thu 7/25/13
35	Workflow Adjustments	34	4 days	Fri 7/26/13	Wed 7/31/13
36	Workflow sign off	35	1 day	Thu 8/01/13	Thu 8/01/13



Change Notice Number 6

Contract Number 071B0200162

ID	Task Name	Predecessors	Duration	Start	Finish
37	**Phase 4 - Customizations (Interface/Batch Printing)**		25 days	Wed 7/10/13	Wed 8/14/13
38	**Programming**		25 days	Wed 7/10/13	Wed 8/14/13
39	Programming - Sprint 1 - Based on Customization Requirements	21FS+2 days	15 days	Wed 7/10/13	Tue 7/30/13
40	Live Meeting - Sprint 1 Development Review	39	1 hr	Wed 7/31/13	Wed 7/31/13
41	Programming - Sprint 2 - Release Sprint	39	10 days	Wed 7/31/13	Wed 8/14/13
42	**Mail Merge Templates**		21 days	Wed 7/10/13	Thu 8/08/13
43	Conduct Mail Merge Template Training	26	1 day	Wed 7/10/13	Wed 7/10/13
44	Develop Templates	43	15 days	Thu 7/11/13	Wed 7/31/13
45	Report Building	43	20 days	Thu 7/11/13	Thu 8/08/13
46	**Phase 5 - Testing**		43 days	Mon 7/15/13	Fri 9/13/13
47	Prepare Test Scripts	44	20 days	Thu 8/01/13	Thu 8/29/13
48	Prepare Technical Environment		14 days	Mon 7/15/13	Thu 8/01/13
49	Local Test Install of myCaseLoad software	48,44	1 day	Fri 8/02/13	Fri 8/02/13
50	Establish Test Environment on MIOAH site	48,44	2 days	Fri 8/02/13	Tue 8/06/13
51	Test system, Exchange connection and Interfaces	48,44	2 days	Fri 8/02/13	Tue 8/06/13
52	Provide Technical mentoring - setup of website and database	48,44	2 days	Fri 8/02/13	Tue 8/06/13
53	Conduct User Acceptance Testing	52,47	10 days	Fri 8/30/13	Fri 9/13/13
54	Program Fixes	52,47	10 days	Fri 8/30/13	Fri 9/13/13
55	Testing Sign off	54FF	1 day	Fri 9/13/13	Fri 9/13/13
56	Prepare training material	44	15 days	Thu 8/01/13	Thu 8/22/13
57	**Phase 6 - Deployment Phase**		17 days	Fri 8/23/13	Tue 9/17/13
58	**End-User training**		5 days	Fri 8/23/13	Thu 8/29/13
59	Conduct End-user training	56	5 days	Fri 8/23/13	Thu 8/29/13
60	**Implementation**		2 days	Mon 9/16/13	Tue 9/17/13
61	Establish Production Environment	54	1 day	Mon 9/16/13	Mon 9/16/13
62	Go Live	61,59,55	1 day	Tue 9/17/13	Tue 9/17/13
63	Warranty Period	62	90 days	Wed 9/18/13	Fri 1/24/14



Pricing Section

The prices below reflect the need to have they system up and running by the first of October. In order to meet this requirement we have increased the resource level by 25%. And included Software licenses that would be required to have a separate instance of myCaseLoad, strictly for the use of MAHS and DHS referred cases.

Pricing Descriptions

Project Implementation Services – Includes all CaseLoad services for implementation of the base module, and added modules (e-Filing excluded). These services include but not limited to the following: Project planning, JAD sessions, testing, documentation, and post implementation review and warranty period.

Software Licenses- All software licenses required to meet the DHS requirements that are the same Modules as those licensed by MAHS

Yearly Software Subscription- All yearly software support and maintenance required for the separate instance of the software not covered under the MAHS license agreement.

Customizations- This includes the Interface to the DHS system, Purge script and the Batch Printing. Please see assumptions below.

Please see all pricing assumptions listed below the customization table. Invoicing will be based on Milestone deliverables outlined in the project plan.

Total Cost Summary

Summary	
Description	Total
Implementation Services	$114,295.00
Software Licenses	$66,300.00
Software Subscription	$13,881.00
Software Customization	$22,365.00
	$$211,241.00

Software Breakdown

DHS				
License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	$30,600.00	1	$30,600.00
Standard Edition User	Named User	$1,662.50	0	$0.00
Workflow Designer	Named User	$3,060.00	2	$6,120.00
Full Text Search Module	Organization	$4,080.00	1	$4,080.00
eFiling Module	Organization	$10,200.00	0	$0.00
Community Website Module	Organization	$10,200.00	0	$0.00
Exchange Base Module (Unlimited nusers)	Organization	$10,200.00	1	$10,200.00
WebServices Module	Named User	$15,300.00	1	$15,300.00
			Licenses Total:	**$66,300.00**

Subscription Fees				
Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		$6,426.00	1	$6,426.00
Workflow Designer		$630.00	2	$1,260.00
Full Text Search Module		$840.00	1	$840.00
eFiling Module		$2,142.00	0	$0.00
Community Website Module		$2,142.00	0	$0.00
Exchange Base Module (unlimited)		$2,142.00	1	$2,142.00
WebServices Module		$3,213.00	1	$3,213.00
			Subscription Total:	**$13,881.00**

Customization Breakdown

Customization Description	Net Cost
DHS Interface Assumptions: 1. The interface is going to be an SSIS package 2. The interface is going to retrieve the information to import from a flat file located on the SQL Server or a shared drive 3. The entered data will not require any validation 4. The interface doesn't need to perform business rules before importing the data (except for normal validations from the web service) 5. All the fields are already in myCaseLoad and accessible through the intake case web service 6. Documents (PDF, DOCX or others) may or may not be imported at the same time 7. Data coming from one source.	9,450
Custom Batch Printing: myCaseload to combine the labels for cases so that they print on one sheet	8,505
SQL script to purge out of date data	4,410

Assumptions

- All prices are in US dollars
- Unless otherwise noted, unit prices are valid for 120 days of receipt.
- Product licenses are a one-time purchase.
- This quote excludes hardware and system software such as operating systems & databases
- Subscription fees are prepaid annually and include software enhancements, bug fixes and support for 2 client representatives. The client representative would be a total for all organizations on the MAHS contract.
- Prices include travel and expenses.
- All implementation activities will be schedule independently to the MAHS implementations.
- A payment and milestone schedule will be developed with a project plan. All payments will be due net 30 of the agreed upon milestone payment plan.
- All Licensing costs are payable at contract signing.
- All first year Subscription costs are due on the Go Live date
- Unlimited number of users requiring Exchange integration within DHS or MAHS.
- No report creation is needed by CaseLoad
- No data conversion is required
- No training of the end users by CaseLoad will be required
- No Train the Trainer is required.
- No Implementation and installation training will be required
- No Report Training is required.
- We will create only one new workflow that replicates the workflow that is present in MAHS current installation
- No mail merge creation or training is required.
- No eFiling or Community Website modules are required

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 5
to
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Evans Caseload, Inc. 2152 Danforth Avenue, Suite 200 Toronto, ON M4C 1K3	Darryl Evans	daevans@caseload.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	416-762-0236	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Toby Pittman	517-636-5428	pittmant@michigan.gov
BUYER	DTMB	Joe Kelly	517-373-3993	kellyj11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Enhanced Document Management - DIT**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, 1 Year Option	April 11,2015
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		April 11,2015

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$742,870.60	$3,162,345.55

Effective immediately, this Contract is hereby INCREASED by $742, 870.60 and the attached Statement of Work is incorporated.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated April 16, 2013.

Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The State of Michigan (SOM), through the Office of Financial and Insurance Regulation (OFIR), as part of the Department of Licensing and Regulatory Affairs (LARA), with the assistance and support of the Michigan Department of Technology, Management & Budget (DTMB), is requesting a proposal for a Commercial Off-the-Shelf Software (COTS) package and supporting services as part of the system modernization efforts for the OFIR Information System (OIS). Specifically, this Statement of Work is soliciting a proposal for a Customer Relationship Management (CRM) system that can be deployed initially for OFIR's Insurance Evaluation Division and subsequently for up to 11 other divisions within OFIR.

The CRM System will:

- Be a COTS solution employed in other States and modified, as necessary, to meet the requirements included in Appendix B.
- Be accessible 24/7 since users will perform activities outside the normal business day including weekends. However, support will be provided during the normal business day.
- Be covered by a single State-level agreement/license to cover all sites engaged in use of this system.

The project will include all activities and services defined within Article 1 and associated attachments and appendices. The State seeks to have services begin upon award of contract. The duration of the effort to ready and implement into production will be defined by the Contractor in conjunction with OFIR, the OIS Project Management Office (PMO) and the DTMB Project Manager.

1.002 Background

OFIR is responsible for the regulation of Blue Cross Blue Shield, HMO's, banks, insurance companies, credit unions, investment advisers, securities broker-dealers, consumer finance lenders, insurance agents, and securities agents.

More specifically, OFIR is responsible for regulating the following entities for the State of Michigan that must be integrated into the new OIS:

1. Insurance
    - Insurance Agencies
    - Insurance Companies and related entities, including Premium Finance, Risk Retention Groups, Purchasing Groups, Captive Insurers, Public Employee Health Pools, Multiple Employer Welfare Arrangement (MEWA's), and HMO's
    - Insurance Individuals (Producers, Adjusters, Solicitors, Counselors)
      Specifically, The Insurance Evaluation Division is responsible for the financial monitoring and the financial review of applications for risk-bearing insurance entities. The Division also evaluates insurance entities reporting negative trends and is responsible for taking appropriate corrective measures. The Division is responsible for
        - the licensing, monitoring and examination of captive insurers.
        - processing corporate applications and amendments of insurance companies.
        - the financial monitoring and analysis of selected domestic insurance companies
        - the on-site financial examinations of insurance entities.
        - Form A licensure (approval to purchase control of a MI regulated domestic company).
        - Annual statement financial reviews.
        - Form D approval requests.
        - Financial review of company applications.

- Approving corporate charters and corporate activity for Michigan domiciled and foreign insurance corporations.
- Annual assessment invoicing.
- Financial oversight of insurance entities.
- Insurance examinations for all domiciled insurance companies and International insurance companies if domiciled in Michigan

2. Consumer Finance

- Consumer Financial Services Licensees
- Credit Card Licensees
- Debt Management Licensees
- Deferred Presentment Providers
- Money Transmitter Licensees
- Mortgage Loan licensees and Registrants
- Motor Vehicle Installment Seller Licensees
- Motor Vehicle Sales Finance Licensees
- Regulatory Loan Licensees
- Second Mortgage Licensees and Registrants

3. Banks, including Trust Departments and Bank Holding Companies

4. Credit Unions

5. The Office of General Counsel (OGC)

6. The Policy Division that is responsible for the following:

- Coordinating legislative activity by: monitoring legislation, reviewing bill analyses and legislative proposals, drafting amendments to legislation and serving as the Department's contact with the Office of the Governor's Legislative Liaison.

- 2) Communicating the Department's position on legislation and providing input (e.g., suggested amendments) on legislative initiatives to the Governor's Office, legislators, committees and staff, and other departments.

- 3) Responding to inquiries from legislators and staff, the press, local governments and the public concerning Departmental programs and policies.

- 4) Maintaining files of legislation affecting the Department, rules promulgated by the Department and its constituent agencies and related documents.

1.100 Scope of Work and Deliverables

1.101 In Scope

This project consists of the following scope of work that leverages efforts that have been completed to date. The remaining work specified in this SOW aligns closely with the processes included in the State's SUITE methodology:

- Project management
- Verification of business requirements
- Design of modifications to the COTS and interfaces

- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
    - Load system into production
    - Configuration
    - Interfaces to other systems
    - Verification of the system in production
        - Including backup
        - Including business recovery
- Training
- Knowledge transfer and transition
- Documentation (See Appendix C – Documentation Standards)
- Reserve bank of hours for future enhancements driven by users or legislation

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

1.102 Out Of Scope

Proposal(s) submitted in response to this Statement of Work should consider the following:

- The State will not approve any proposal that includes the custom development of a new system.
- The State will also not approve any proposal for management consulting or re-engineering of processes for the purpose of adapting the State's processes to better fit a proposed system. The State is seeking an existing system that will match - or that can be configured to match - its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State's systems environment.
- This project will not include data conversion or migration.

1.103 Environment

The vendor shall conform to the State of Michigan's standard methodology for project management and systems engineering called "**SUITE**" (**S**tate **U**nified **I**nformation **T**echnology **E**nvironment). The vendor must adopt the SUITE processes and templates in performance of this project. A detailed description of the SUITE approach can be found at http://www.michigan.gov/suite.

References to specific SUITE documents are included in the Deliverables section for each Project Phase. A SUITE deliverable can be identified as a 6-digit document that begins with the letters "SEM" followed by three numeric numbers that correspond to the stages within the software development and implementation life cycle.

Agency Specific Technical Environment

The solution must be able to be hosted in accordance with the State of Michigan standards as follows:

Standard Name	SOM Standards
Browser (Intranet)	Microsoft IE 8.0
Browser (Internet)	Microsoft IE 6.0 or above, Firefox 3.0 and above, Chrome 3.0 and above, Safari 4.x and above

Standard Name	SOM Standards
Technology Framework	JavaScript 2.0 .NET Framework 4.0 XHTML 2.0 XSLT 2.0 XML 1.1 JEE 6.x JDK 7.x HTML 5 Spring 2.5
Rich Client (Operating System)	Windows 7
Web Server	Microsoft IIS 7 and 7.5 Apache Tomcat 7.x
Database	Microsoft SQL Server 2008 and 2012 Oracle 11g MySQL 5.0 and 5.1
Database Tools	Microsoft SQL Server Management Studio 2005 RedGate SQL Toolbelt Bundle DB Artisan 8.7 Rapid SQL 7.7 Oracle Developer Suite Oracle SQL Developer MySQL Workbench
Reporting Tool	Crystal Reports 2008 Oracle Reports 11g SQL Server Reporting Services 2008 and 2012
Directory Server	Active Directory 2008
Mail Server	Microsoft Exchange Server 2007 and 2010
File System Integration	HP Trim IBM FileNet P8 OpenText Alchemy EMC Document Microsoft Office Share Point (Portal) Server
Monitoring Tools Integration (Application & Database)	Compuware Vantageview Suite Integration 11.x CA Spectrum 8.1 and 9.0 CA Unicenter 3.1, R11
Job Scheduler	UC4 7.1 and 8.0 UC4 Operations Manager 8.0 BL/Sched Rev 4 Tidal Enterprise Scheduler 5.3.1 and 6.0 OpCon XPS 4.02.20 GECS 4.1, 4.2, 5.0

Standard Name	SOM Standards
Operating System – (Server side)	HPUX 11i v4 Sun Solaris 11.x AIX 7.1 Red Hat Enterprise Server 5.x and 6.x Suse Enterprise 11.x Windows 2008
Server Platform	HP Proliant DL/ML DL 385 G7, DL 580 G7, DL 585 G7, Superdome Integrity RX3600, RX600, RX7640 Sun Fire M3000, M4000, M5000, M8000, M9000-32, M9000-64, X2269 M2, X4170 M2, X4200 M2, X4240, X4440, X4470, X4600 M2, X4800, X4540, Intel Based X2250, Intel Based X4150, Intel Based X4250, Intel Based X4450, Sparc T3-1, T3-2 and T3-4 Dell PowerEdge R620, R720, R810
Multi- Factor Authentication	RSA SecurID
VMware	vSphere 5 (VI replacement) Virtual Cloud Director

1.104 Work and Deliverables to be Provided

To leverage work that has been completed to date for the OFIR Project and to enable the vendor to quickly propose and launch services to implement software for the Insurance Evaluation Division, the State is requesting that the modernization effort for the Insurance Evaluation Division be divided into four distinct Phases:

- Phase One – Project Planning and Requirements Validation
- Phase Two – Functional and System Design
- Phase Three – Configuration, Construction and Testing
- Phase Four – Implementation

The Scope of Work identified for each Project Phase below has been divided into the following sections:

- A general description of each Project Phase
- A description of the required Deliverables for each Project Phase
- The State's responsibilities during each Project Phase
- Acceptance criteria for each Phase

This Statement of Work requests a fixed price cost and a detailed project plan and proposal from the Contractor for Phase One services and high-level estimated costs, plans, and proposals for Phases Two, Three, and Four.

The proposal response to this Statement of Work must be submitted within two weeks (10 business days) of receipt of this Statement of Work and should include the following:

1. An Executive Overview of the Contractor's approach to the OFIR project, including:

    - Contractor's ability to meet the project's objectives and provide the Phase One, Phase Two, Phase Three, and Phase Four Deliverables included in this SOW.

    - Contractor's process for communicating with the State of Michigan to validate and document requirements, schedule meetings, provide project status, accelerate issues, testing coordination, etc. (Communication Plan).

- Commitment of resources. Specifically, the proposal should clearly identify the tasks that will be performed onsite with OFIR and DTMB staff as well as the Contractor's corresponding resources for each task that will be assigned to the OFIR Project. At a minimum, the resource roles that should be assigned at some point during the project's four phases should include:
    - Project Manager
    - Application Architect and/or Application Delivery Manager
    - Implementation Manager/Specialist
    - Training Manager/Trainers

  Based upon your review of the attached requirements, if additional Contractor roles may be required (developers, database specialists, etc.) please indicate those positions as well as the names of the personnel that may be assigned to the OFIR Project.
- Description of Contractor's approach to Change Management
- Overview of Software Functionality that includes the Contractor's adherence to the following:
    - The Contractor will provide Commercial Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendix B.
    - Identification of all software components of the baseline COTS solution. This list must be fully consistent with the list of software components included in the Cost Proposal.
    - Verification that the COTS solution will use Windows standards for common functions including, but not limited to, navigation, printing, etc.
    - Identification of the infrastructure requirements for the software proposed. For example, the database and operating systems (including versions) required for maximum effectiveness of the software.
    - Description of the proposed architecture, technology standards and programming environment.
    - Identification of abilities (or limitations) as to the reporting capability including HTML, Excel, Text, PDF, etc.
    - Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.
    - Infrastructure recommendations based upon Section 1.103 of this Statement of Work. The Contractor will be required to validate an EA (Enterprise Architecture) Assessment Document created by DTMB that includes:
        - General and Technical System Requirements that will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.
        - Server(s) – such as application, web, database, reporting, web services, etc.
        - Network Configuration and Security
        - Printer(s)
        - Peripheral(s)
        - Storage Hardware
        - Other Hardware
- Documented requirements and an estimated schedule for implementing the proposed Development, Test, QA, Training, and Production environments in the State of Michigan Data Center.
- Ability to check software into Team Foundation Server (TFS), the State's collaboration platform for application lifecycle management, and leverage TFS throughout the project.
- Any assumptions that the Contractor has made that may impact any Scope of Work or Costs included in the proposal.

2. A Project Plan with a Project Start Date of November 12, 2012. The Project Plan should contain the following:
   - Detailed tasks for all Phase 1 work, including dependencies and Contractor resource assignments.
   - Dates when deliverables are submitted to the State for review (Phase One Deliverables only).
   - Dates when deliverable approval is expected (Phase One Deliverables only).
   - Estimated start and completion dates for project phase 2, 3, and 4 and all milestone activities and deliverables within each project phase (see description of each project phase below).
   - Time allocated for Contractor to provide a weekly Project Status Report and/or participate in a weekly status meeting throughout the duration of the project.

3. Fixed and estimated costs per Appendix A
   - Software License costs (both initial purchase price and ongoing maintenance/support costs) if applicable in this phase.
   - Implementation services to install the Development, Test, QA, Training, and/or Production environments in the State Data Center if applicable in this phase.
   - A fixed price should be applied to each of the Phase One Deliverables that corresponds with the associated work effort included in the Phase One Project Plan.
   - High-level estimated costs to provide Phase Two, Three, and Four services based upon the Deliverables description for each phase. The estimated costs should correspond with the high-level work effort associated with each phase and any documented assumptions for each phase. These costs may be revised in response to future Statements of Work and as requirements are validated and refined.

A. Phase One - Project Planning and Requirements Validation

General Description

The Contractor will perform Initiation, Planning, and Requirements Validation activities including but not limited to the following:

1. Conduct a project kickoff/orientation meeting
2. Coordinate with SOM Project Manager to incorporate SOM tasks and resources into a revised Baseline Project Plan that includes
   a. Detailed tasks for all Phase 1 work, including dependencies and resource assignments
   b. Dates when deliverables are submitted to the State for review (Phase One Deliverables only)
   c. Dates when deliverable approval is expected (Phase One Deliverables only)
   d. Estimated Milestone dates for significant Phase Two, Three, and Four deliverables.
3. Participate in Knowledge Transfer session(s) with Requirements Engineer(s) and/or Division stakeholders to review and validate the SEM402 Functional Requirements Specification Document (see Appendix B).
4. Revise (if necessary) the SEM402 Functional Requirements Specification Document and transfer requirements to the SEM401 Requirements Traceability Matrix (RTM) Document.

Deliverables

1. Conduct a project kick-off/orientation meeting. The meeting needs to be coordinated with the SOM Project Manager. An agenda for the meeting must be submitted and approved in advance of the meeting.

2. After approval of the Contractor's response to this Statement of Work, the Contractor Project Manager will coordinate with the SOM Project Manager to incorporate SOM tasks and resources into a revised Baseline Project Plan that includes

a. Detailed tasks for all Phase 1 work, including dependencies and resource assignments
b. Dates when deliverables are submitted to the State for review (Phase One Deliverables only)
c. Dates when deliverable approval is expected (Phase One Deliverables only)
d. Estimated Milestone dates for significant Phase Two, Three, and Four deliverables.

3. Participate in Knowledge Transfer session(s) with Requirements Engineer(s) and/or Division stakeholders to review, validate, and potentially revise SEM402 Functional Requirements Specification Document (see Appendix B).
   a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts "as-is".
   b. If the documents are modified even with clarifications, the Contractor will resubmit them to the DTMB Project Manager for approval.
   c. If modifications are made that are considered additional work, any impact to the schedule or cost must also be documented and submitted for approval through the change management process.
      i. No further work (design, etc.) on these proposed changes may occur until written approval is received.
      ii. However, the Contractor may proceed with work (design, etc.) for requirements accepted "as is".
      iii. The Contractor may proceed with work (design, etc.) for "clarifications that did not adjust scope" and ergo have no schedule or cost impact once the modified documents are approved.

4. A Baseline Requirements Traceability Matrix (SEM401) that is based upon the final SEM402 Functional Requirements.

5. The final deliverables for Phase One will be a revised detailed Project Plan and fixed price proposal for Phase Two and revised high-level Project Plans and estimated costs for Phases Three and Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this SOW and the fixed price and project plans submitted at the conclusion of Phase One. The detailed Project Plan for Phase Two should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite in Lansing for each deliverable. The revised Project Plan will be considered the final deliverable for Phase One and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Two and will be updated weekly as part of the project status reporting for Phase Two.

The State's Responsibilities for Phase One

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- Create, update, and maintain the SEM301 (Maintenance Plan)
- Create, update, and maintain the PMM-0005 (Resource Plan)
- Create, update, and maintain the PMM-0006 (Risk Management Plan)
- Create, update, and maintain the PMM-0007 (Quality Management Plan)
- Create, update, and maintain the PMM-0008 (Communication Management Plan)
- Create, update, and maintain the PMM-0009 (Change Management Plan)
- Collaborate with Contractor to create, update, and maintain the EA Assessment

- The DTMB Project Manager and designated Division Project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Division Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase One.

Acceptance Criteria for Phase One

The Project Plan submitted by the Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase One will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in an updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

B. Phase Two – Functional and System Design

General Description

The Contractor will perform Application Design activities including but not limited to the following:

1. Based upon the SEM402 Functional Requirements Specification Document and the SEM401 Requirements Traceability Matrix, the Contractor will map the Division's requirements to the software functionality and complete the following SEM documents (or their equivalent):
    a. SEM501 – Functional Design Document. In essence, the SEM501 will identify requirements as
        i. Included in the COTS solution requiring no configuration
        ii. Accommodated in the COTS solution through configuration
        iii. Not included in the COTS solution, requiring a software enhancement to the COTS package.
    b. Use Cases (SEM502)
        i. The Contractor may, at its own discretion, begin development of Test Cases based upon the Use Cases (the Test Cases are included as a Phase Three deliverable).
    c. SEM602 – System Design Document.
2. In Phase Three, software must be conformed to meet specific Division requirements. Where feasible, the approach in Phase Two should be to identify where and how the COTS solution could be configured to address Division requirements. Based upon functional and technical requirements, the Contractor will provide technical resources to assist the State in understanding how the COTS solution could be leveraged to meet specific functional requirements.
3. The Contractor will provide from the existing COTS solution
    a. List and layout of existing screens/pages to address functional requirements
    b. List and layout of existing reports to address functional requirements.
4. If not included in the SUITE Design documentation, the Contractor will describe the approach that will be used to:
    a. Configure, modify and/or create software features to address functional requirements
    b. Create mockups of new or modified screens/pages to address functional requirements
    c. Create mockups of new or modified reports to address functional requirements.
5. The Contractor will describe the approach that will be followed to provide interfaces to other systems on a real time basis.
6. The Contractor will update the Requirements Traceability Matrix (RTM). The RTM provides evidence that all requirements from the Requirements Phase 1.104 A. are included. This will cover the completion of the column marked "Design Specifications", where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the RTM is approved.
7. The Contractor will continue to attend weekly status meetings and update the Project Plan as needed.

Phase Two Deliverables

1. SEM501 – Functional Design Document, including a detailed description of software enhancements that will be required and the estimated work effort and costs associated with each enhancement. Enhancements that are selected for development will require a corresponding System Design Document (SEM604).

2. Use Cases (SEM502)

3. SEM604 – System Design Document

4. Update of the Requirements Traceability Matrix (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked "Program Module". The development effort will not be considered complete until the updated version of the RTM is approved.

5. The final deliverables for Phase Two will be a revised detailed Project Plan and fixed price proposal for Phase Three and a revised high-level Project Plan and estimated costs for Phase Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this proposal and the fixed price and project plans submitted at the conclusion of Phase One. The detailed Project Plan for Phase Three should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite with OFIR staff for each deliverable. The revised Project Plan will be considered the final deliverable for Phase Two and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Three and will be updated weekly as part of the project status reporting for Phase Three.

The State's Responsibilities for Phase Two

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- Update, and maintain the SEM301 (Maintenance Plan)
- Update, and maintain the PMM-0005 (Resource Plan)
- Update, and maintain the PMM-0006 (Risk Management Plan)
- Update, and maintain the PMM-0007 (Quality Management Plan)
- Update, and maintain the PMM-0008 (Communication Management Plan)
- Update, and maintain the PMM-0009 (Change Management Plan)
- The DTMB Project Manager and designated Division Project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Division Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Two.

Acceptance Criteria for Phase Two

The Project Plan submitted by the Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase Two will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in an updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables in its proposal and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

C. Phase Three – Configuration, Construction, and Testing

General Description

The Contractor will perform Configuration, Construction, and Testing activities including but not limited to the following:

1. During Phase Three, software must be conformed to meet specific OFIR/State of Michigan requirements. Where feasible, the first approach should be to utilize the configurability of the COTS solution to address OFIR requirements. The Contractor will provide technical resources to assist the State in the final configuration of the COTS solution.

2. In those instances where application configuration cannot meet specified functionality, the Division will have received a proposed work effort and associated costs for each functional "gap" as part of Phase Two. The Contractor will develop those software enhancements that were approved in Phase Two and in accordance with the project plan that was submitted as the final deliverable in Phase Two.

3. For any customized software developed by the Contractor during Phase Three, a Test Plan must be developed and submitted for approval. The Test Plan will guide any testing activity performed by the Contractor and the State and will address each type of test to be conducted through User Acceptance Testing (UAT) by the State's project staff using test scripts developed by the Contractor and approved by the DTMB Project Manager. The testing effort for this project should include:
   - Conducting a Testing Kickoff meeting with appropriate SOM Project staff to orient Division and DTMB personnel on the testing methodology and schedule.
   - Creating a test environment separate from production and training that includes a complete data set to support the various test types.
     a. Test data will be "real data" (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production
     b. Verification that the separate test environment is "Ready" prior to User Acceptance Testing (UAT). "Ready" includes:
        i. System loaded and "ready and able" to be used
        ii. User testers have access and are able to access the system – Authentication and authorization will be in place to ensure protection of data
        iii. Reloading system to test including UAT after defects are corrected
        iv. Reloading test data as requested
   - Provision of a tool to log and report defects from all the various tests including UAT. The tool will be easily accessible to the State to post defects, review activity and run reports
   - Verifying that the tests executed per the Test Plan address the functionality included in a Requirements Specification Document as well as the SEM501 (Functional Design Document) and the SEM604 (System Design Document).
   - A method for logging all reported issues and their resolutions that is easily searchable by both the Contractor and the State. The Contractor shall work with the Division subject matter experts and the DTMB Project Manager to address any errors.
   - Support for the SOM Subject Matter Experts during the User Acceptance Test that includes, but is not limited to, answering questions, investigating and correcting errors, and loading updated code and test data for retest. Though the State will perform UAT, the Contractor will provide business and technical

personnel to monitor progress, investigate and answer questions that may arise and assist users in documenting defects during UAT.

- Verification that all activities in the approved Test Plan have been completed and the application is bug-free. The Contractor will produce a test results document that records the test events, the dates of the events, the test results and the analysis of the results (bugs and resolution). All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of UAT. Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs of the delay.

4. Update of the Requirements Traceability Matrix (RTM). This should reflect that all requirements have been accounted for in testing and the software has performed as expected.

5. The Contractor shall create and submit all documentation and plans that will be needed for the State to adequately prepare for Phase Four Implementation activities.

Phase Three Deliverables

The following Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project phase include:

1. The Contractor shall develop a written Test Plan (SEM602) that will be approved prior to the execution of testing. At a minimum, the Test Plan shall include the following types of tests:

   - Unit Testing
   - Integration Testing that validates all functions work in unison as software enhancements are developed
   - Functional Testing
     - This occurs in conjunction with integration testing.
     - This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports and presenting the proper error messages to users.
   - Performance and Stress Testing
     - This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
     - Performance testing involves the responsiveness of the system in an environment equivalent to production.
     - The production-like environment at the State will be provided in the QA environment.
     - Stress testing involves measuring how the application will perform in an environment equivalent to production and in response to increasing demand by simulating the following:
       - o Increasing the number of users
       - o Increasing the complexity of the tasks which the users are performing
       - o Increasing the number of tasks the users perform, with the final load test demonstrating the ability to handle expected peak demand
     - Performance and stress test results will be documented no less than weekly and any concerns will be identified with corresponding recommendations to correct and improve performance.
     - The Contractor shall perform this test prior to submitting code to the State for UAT.
   - System Test
     - This involves validating that all of the functions work in unison.
     - The Contractor shall perform this test prior to submitting code to the State for UAT.
     - All errors identified in System Testing (unless specifically agreed to in writing by the DTMB Project Manager) will be corrected before the system is turned over to the State for UAT.

- Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
- Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs due to the delay.
- During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
  - o System performance
  - o Computer resource usage

- User Acceptance Testing – The Contractor will submit a User Acceptance Checklist (SEM805) and updated Requirements Traceability Matrix (SEM401) to the DTMB Project Manager prior to the start of User Acceptance Testing. Though the State will perform UAT, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documenting defects during UAT
  - All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of UAT. Should a defect prevent continuation of testing by more than one business day, the State is not held responsible for schedule and associated costs of the delay.
  - Creation of a test results report that records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution)
- Regression Testing – As required during Phases Three and Four, the Contractor will be required to re-execute specific test cases to ensure defects are fixed, to find new defects that may have been introduced, and to confirm all software features are functioning properly.

2. Update of the Requirements Traceability Matrix (RTM). This should reflect that all requirements have been accounted for in testing and the software has performed as expected. This will cover the completion of the column marked “Test Case”, where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the RTM is approved.

3. Loading of COTS software in the State’s Test Environment

4. Final Transition Plan (SEM701) that includes the Contractor’s approach to Knowledge Transfer (Baseline Knowledge Transfer Plan - see Phase Four General Description requirements).

5. The Installation Plan (SEM702) for the Phase Four implementation

6. Training Plan (SEM703)

7. The final deliverable for Phase Three will be a revised detailed Project Plan and fixed price proposal for Phase Four. The Contractor should provide an explanation for any differences in project scope and price between the estimated costs and project plan submitted with this proposal and the fixed price and project plans submitted at the conclusion of Phase Two. The detailed Project Plan for Phase Four should designate (a) the Contractor and SOM staff roles that will be required to complete each deliverable; and (b) the percentage of time that the Contractor staff role is estimated to work onsite with OFIR staff for each deliverable. The revised Project Plan will be considered the final deliverable for Phase Three and will be paid upon approval of the plan. The Project Plan will then serve as the foundation for Phase Four and will be updated weekly as part of the project status reporting for Phase Four.

The State's Responsibilities for Phase Three

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- The SOM will provide access to OFIR personnel and DTMB architects and technical specialists when requested by the Contractor and as agreed by the DTMB Project Manager.
- The SOM will provide examples of data in the current system in order to assist the Contractor in producing test data.
- The SOM will participate in the development of test plans, scripts and schedule.
- The DTMB Project Manager will assemble the User Acceptance test team in conjunction with the Division and the Contractor.
- The DTMB Project Manager will coordinate with the test team to verify full access to the environment prior to User Acceptance Testing.
- The SOM will perform the User Acceptance Testing in accordance with the approved Test Plan.
- The DTMB Project Manager and designated project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Three.

Acceptance Criteria for Phase Three

The revised Project Plan submitted by the Contractor at the conclusion of Phase Two will include dates for the submission of deliverables designated as milestone documents. Changes to the delivery schedule for a milestone document must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in the updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to the Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. The Contractor may request in writing a review period in excess of three business days for selected deliverables in its initial project plan and the State, at its discretion, may accept the longer review period. For deliverables submitted after the agreed-upon scheduled date, the DTMB Project Manager will respond to the Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor Project Manager the specific areas within the document that are considered by the State to be unacceptable. The Contractor Project Manager must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the Contractor Project Manager indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, the Contractor may submit an invoice for the milestone payment associated with the deliverable.

D. Phase Four – Implementation

General Description

The Contractor will perform Implementation activities including but not limited to the following:

1. Update the Installation plan (SEM702) that was created and submitted in Phase Three.
2. Provide an Installation Guide that includes a checklist of installation activities that can be used repeatedly as/if required.
3. Validate the installation guide and checklist and modify as/if required.
4. If not deployed in previous phases, the Production environment for the State-hosted system will be installed, including verification of readiness.
5. Provide support to DTMB for all product-related installations.
6. Submit a weekly report on system performance that includes identification of problems/concerns as well as recommendations to address any identified issues.
7. Monitor system performance and resolve issues as defined through users or system monitoring.
8. Knowledge Transfer. Since this is a State-hosted solution, the State believes that the transition to DTMB for Operations Services would occur before the application is implemented. However, if the Contractor believes otherwise, the Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:
   - Knowledge transfer must minimally include the following:
     - Operational knowledge (including administration and security)
     - Maintenance/support knowledge
   - The knowledge transfer plan musts be completed including approval at least 30 days prior to the scheduled implementation/Go-Live of the Division's System
   - The knowledge transfer plan will describe the approach, tasks/steps, staffing levels and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the Go-Live date
   - The plan will include a checklist of items to transfer to ensure each item is tracked to completion
   - The plan will include a detailed project schedule developed and tracked throughout this activity
   - No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems. The Transfer Evaluation Report will include:
     - Task level schedule status
     - Training provided for each recipient and remaining for each recipient
     - Risks and issues with actions, owners and target dates for resolution
9. Perform Training activities including but not limited to the following:
   - Training sessions must be completed before the Division system goes into production
   - Training materials must be in a State-supported tool that permits modification (such as Word, PowerPoint, etc.)
   - Training materials (including anything online) can't illustrate real data. Names, identification number, etc. must reflect fictitious information to protect confidentiality of individuals.
   - Training will occur in a training system, separate from production and separate from testing
   - Training for Division staff must enable users to perform their intended responsibilities with the Division's system
   - Training for DTMB must also enable technical staff to take primary operational control at implementation
10. Provide additional "Indirect" training support for users through Online Help
    - Online training will exist for the OFIR staff
    - Online training will be available and usable during UAT – the Contractor will secure written feedback during UAT and modify as required
    - Online Help should include "how to do" for normal workflow of each role

- Online Help should include the ability to reflect common questions and answers (organized by role). These questions and answers should exist in a format that will enable OFIR staff to add, change or delete content as old problems go away or new problems are identified (i.e., features hardest to understand and features generating the most calls).

11. Validate that all checklist items identified in the Installation plan (SEM702) that must be completed prior to the cutover to the Production System ("Go Live") have been completed.

12. Provide onsite support for cutover to Production System ("Go Live").

13. Provide a warranty period of no less than 90 days and "Final Acceptance" of all software deliverables. The system will not be considered under "maintenance and support" until passage of the predefined time and closure of material deficiencies as identified by users or through Contractor-conducted monitoring of the system. "Final Acceptance" shall be considered to occur when all software deliverables have been approved by the State and have been operating in production without any material deficiency for fourteen (14) consecutive days. Warranty service should include:

    - Level One Phone Support
    - Direct troubleshooting as needed to define a problem's root cause, recommend solution(s), and secure correction.

14. Perform Software Maintenance and Support activities to the Division's system (the modified COTS solution) that will include but are not limited to:

    - Commencement upon "Final Acceptance" of all software deliverables
    - Performance maintenance that includes the following services:
        - Improve the performance, maintainability or other attributes of an application system
        - Data table restructuring
        - Data purges and/or archiving to reduce/improve data storage
        - Run time improvements
        - Replace utilities to reduce run time
        - Potential problem correction
        - Data set expansions to avoid space problems
        - Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test and implement, the changes should be completed as part of a development release or quarterly release
            - o Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24
            - o Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
        - Activities that typically can be completed independent of a production release (i.e. data set expansions, data purges, etc.) may be completed on a more frequent basis (i.e. daily or weekly)
    - System Maintenance - refers to regular and routine work performed by the Contractor on the Insurance Evaluation Division system and any ancillary systems or interfaces run by the Contractor under this contract that includes:

        - Any work required to correct defects in the system operation as required to meet requirements.

        - Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security

problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.

- Adaptive and Preventative Maintenance
  - Adaptive and Preventative Maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
    - o Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
    - o Software modifications and upgrades necessary because of expiring vendor support
    - o Hardware, database or application conversions that do not modify user functionality
    - o One-time loads or reformats of data
    - o Report distribution changes
    - o Disaster recovery plan activities
  - The changes should be transparent to the user
  - Adaptive release changes will be performed in a scheduled patch release
  - For major upgrades requiring a more significant amount of time to develop, test and implement, the changes should be completed as part of a development release or a quarterly release
- Updated Documentation
- Management Reporting
- A process for escalation to ensure timely resolution of critical problems
- A single point of contact (SPOC) to receive notification of problems
- Provision of an annually renewable contract
- Support to a State-hosted solution
  - Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p. m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
  - Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption to users unless an exemption is granted in writing by the State
  - Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
- The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:
  - The State intends to establish funding for up to 2,000 hours over the initial term of the contract for related development; that is, additional modifications to the Division System as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. The State may request additional hours if the option years are exercised.
  - The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Phase Four Deliverables

The following Deliverables will not be considered complete until the DTMB Project Manager has formally accepted them. Deliverables for this project phase include:

1. Revised Installation plan (SEM703) including Revised Baseline Knowledge Transfer Plan (if needed)
2. Installation guide including checklist
3. System Administration Guide
4. Support for Training, QA, and Production environments (if installed during this phase)
5. Training materials suitable for each audience/role and per the Training Plan
    - This includes teacher and recipient materials (slides, handouts, exercises, etc.)
        - All training materials provided as deliverables become the property of the State
    - This includes online "how to do" and question and answer facilities
6. Formal Training for Division staff
7. Formal DTMB training
8. Onsite support for cutover to Production System ("Go Live")
9. Management Reports including the weekly performance log through the warranty support period
10. Completion of the warranty period
11. Transfer Evaluation Report
12. Resolution of issues during the warranty period from users and through monitoring of systems performance

The State's Responsibilities for Phase Four

- The DTMB Project Manager will monitor and provide oversight of the work by the Contractor.
- The SOM will answer questions and provide information when requested by the Contractor.
- The SOM will review any interim deliverables as agreed upon between the DTMB Project Manager and the Contractor Project Manager.
- The SOM will provide access to OFIR personnel and DTMB architects and technical specialists when requested by the Contractor and as agreed by the DTMB Project Manager.
- The DTMB Project Manager and designated project stakeholders will review weekly Project Status Reports and attend weekly status meetings.
- The DTMB Project Manager and designated Project stakeholders will review all submitted deliverables in accordance with the Acceptance Criteria for Phase Four.
- The DTMB Project Manager will update and publish the Final Maintenance Plan (SEM301).
- The SOM will provide access to SOM facilities and equipment as or if necessary to support the production run of the new software.
- Participate in Performance Improvement and Evaluation Review (PIER)

Acceptance Criteria for Phase Four

The Project Plan submitted by Contractor will include dates for the delivery of those deliverables designated above as milestone documents. Phase Four will be considered complete upon the signed acceptance of those deliverables. Changes to the delivery schedule for a deliverable must be communicated to the SOM Project Team during a scheduled project status meeting prior to the date scheduled for the delivery of the milestone document, with the changed date reflected in the updated Project Plan.

For deliverables submitted as scheduled in the Project Plan, the DTMB Project Manager will coordinate the review and approval of each deliverable with the appropriate project stakeholders and must respond to Contractor within three business days of the scheduled receipt of the deliverable indicating approval or rejection of the deliverable. Contractor may request in writing a review period in excess of three business days for selected deliverables in its initial project plan and the State, at its discretion, may accept the longer review period. For deliverables submitted

after the agreed-upon scheduled date, the DTMB Project Manager will respond to Contractor within ten business days after receipt of the deliverable indicating approval or rejection of the deliverable.

If the deliverable is rejected, the DTMB Project Manager must – within three additional business days - identify in writing to the Contractor the specific areas within the deliverable that are considered by the State to be unacceptable. The Contractor Project Manager must revise the Project Plan to indicate a new submittal date for the deliverable that allocates a three-day review period by the State. After three business days, the DTMB Project Manager will respond to the SA Project Manager indicating approval or rejection of the deliverable and, if rejected, will identify in writing the State's reasons for rejecting the deliverable. This process will continue until the deliverable is either finally accepted or the project is suspended or cancelled.

Upon receipt of the DTMB Project Manager's written acceptance of a deliverable, Contractor may submit an invoice for the milestone payment associated with the deliverable.

Appendix A – COST TABLE

#	Work and Deliverables Services to be Provided	Estimated Hours	Milestone Payment for Deliverable
Phase One: Project Planning and Requirements Validation			
1.	Phase One Detailed Microsoft Project Plan		**$800**
1.a	Phase Two High-Level Microsoft Project Plan		**$800**
1.b	Phase Three High-Level Microsoft Project Plan		**$800**
1.c	Phase Four High-Level Microsoft Project Plan		**$800**
2.	Revised Project Plan with SOM Tasks/Resources		**$1,000**
3.	Project Initiation/Kickoff		**$5,000**
4.	SEM402 (Functional Requirements Specification Document) including Knowledge Transfer from Business Analysts		**$53,000**
5.	SEM401 (Requirements Traceability Matrix - Baseline)		**$3,600**
6.	Consultation, Review, and Validate Enterprise Architecture (EA) Assessment Document		**$3,600**
6.	Consultation and/or Implementation Services to set up Development, Test, QA, Training, and/or Production Environments in SOM Data Center		**n/a**
7.	Software Licensing Costs (if applicable in this phase)		**n/a**
8.	Software Installation Costs (if applicable in this phase)		**n/a**
11	Revised Detailed Project Plan and Fixed Price for Phase Two, including High-Level Project Plan and Estimated Costs for Phases Three and Four		**$3,600**
12.	Other(s) – Proposed by Contractor (additional software components?)		
	Phase One Total Hours and Fixed Cost		**$73,000.00**
Phase Two: Functional and System Design			
1.	SEM501 (Functional Design Document)		**$15,340**
2.	SEM502 (Use Cases)		**$28,000**
3.	SEM606 (Test Cases – if applicable in this phase)		**n/a**
4.	SEM604 (System Design Document)		**$9,000**
5.	Software Licensing Costs (if applicable in this phase)		**n/a**
6.	Software Installation Costs (if applicable in this phase)		**n/a**
7.	Update Requirements Traceability Matrix (SEM401)		**$3,600**
8.	Revised Detailed Project Plan and Fixed Price for Phase Three, including High-Level Project Plans and Estimated Costs for Phase Four		**$3,600**
9.	Other(s) – Proposed by Contractor		**TBD**
	Phase Two Total Estimated Hours and Estimated Cost		**$59,540.00**

#	Work and Deliverables Services to be Provided	Estimated Hours	Milestone Payment for Deliverable
Phase Three: Configuration, Construction and Testing			
1.	SEM602 (Test Plan)		
1.a	Integration Testing		**$2,400**
1.b	Functional Testing		**$1,200**
1.c	Performance and Stress Testing		**N/A**
1.d	System Testing		**$1,200**
1.d	User Acceptance Testing		**$5,600**
2.	SEM606 (Test Cases – if not completed in Phase 2)		**$30,000**
3.	SEM805 (User Acceptance Checklist)		**$2,400**
4.	Updated Requirements Traceability Matrix (SEM401)		**$3,600**
5.	SEM701 (Final Transition Plan)		**$1,200**
6.	SEM702 (Installation Plan)		**$1,200**
7.	SEM703 (Training Plan)		**$1,200**
8.	Software Installation Costs (if applicable in this phase)		**TBD**
9.	Successful completion of the User Acceptance Checklist		**TBD**
10.	Revised Detailed Project Plan for Phase Four		**TBD**
11.	Other(s) – Proposed by Contractor- Customization/ Interface development		**$260,150**
11.a	Other Consulting costs- Implementation, Training, configuration		**$53,825**
12	Software Licensing Costs (if applicable in this phase)		**$168,050.00**
Phase Three Total Estimated Hours and Estimated Cost			**$532,025.00**
Phase Four: Implementation			
1.	Update SEM702 (Installation Plan)		**N/A**
2.	Provide Installation Guide		**N/A**
3.	Software Installation Costs (if applicable in this phase)		**$4,340**
4.	Knowledge Transfer, including Transfer Evaluation Report		**$10,080**
5.	Training (both Insurance Evaluation Division and DTMB – Costs should include training materials and online help)		**$19,000**
6.	Onsite support for cutover to Production System		**$4,200**
7.	90-day Warranty Period		**$5,400**
8.	Adaptive/Preventive Maintenance (propose annual cost)		**$35,285.60**
9.	Reserve Bank		
	Other(s) – Proposed by Contractor		

#	Work and Deliverables Services to be Provided	Estimated Hours	Milestone Payment for Deliverable
	Phase Four Total Estimated Hours and Estimated Cost		**$78,305.60**
	Total Estimated Hours and Cost - Phases One, Two, Three, and Four		**$742,870.60**

Assumptions

- All prices are in US dollars. Taxes are not included.
- Unless otherwise noted, unit prices are valid for 120 days of receipt.
- Product licenses are a one-time purchase.
- This quote excludes hardware and system software such as operating systems and databases
- Subscription fees are prepaid annually and include software enhancements, bug fixes and support for 2 client representatives. CaseLoad provides second line support, where end users will contact designated representatives within OFIR to resolve issues. If the designated representatives can't resolve an issue, they would then escalate the issue to the CaseLoad support team.
- Prices include all travel and expenses.
- A payment and milestone schedule will be developed with a project plan. All payments will be due net 30 of the agreed upon milestone payment plan.
- Exchange Module extensions are based on maximum 35 named users requiring Exchange integration.

Appendix B – Requirements Specifications

State of Michigan
OFIR Modernization Project – Insurance Evaluation
Requirements Specification

General Information

System or Project ID / Acronym:		***Creation Date:***	October 15, 2012
Client Agency:	Office of Financial and Insurance Regulation (OFIR)	***Modification Date:***	October 15, 2012
Author(s):	Steve Pinkos, Business Analyst	***DTMB Authorized by:***	Stu Willard, Client Services Director

Privacy Information

This document may contain information of a sensitive nature. This information should not be given to persons other than those who are involved with this system/project or who will become involved during its lifecycle.

Change Control

The following information is to be used to control and track changes made to this system/project document throughout its lifecycle.

Revision Date	Author	Section(s)	Summary
10/15/2012	Steve Pinkos	ALL	Initial Draft

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Approval Information ..... **Error! Bookmark not defined.**

1. Overview

The Office of Financial and Insurance Regulation (OFIR), as part of the Department of Licensing and Regulatory Affairs (LARA), is engaged in a complex and comprehensive modernization of OFIR's management information system. The first phase of the modernization effort is to elicit and compose requirements for each of OFIR's divisions. This document comprises the requirements for the Insurance Evaluation Division.

The Insurance Evaluation (IE) Division is responsible for the financial monitoring and the financial review on applications of risk bearing insurance entities, and working with insurance entities reporting negative trends to take appropriate corrective measures. IE is also responsible for the licensing, monitoring and examination of captive insurers. IE is also responsible for processing corporate application and amendments of insurance companies; the financial monitoring and analysis of selected domestic insurance companies; and the on-site financial examinations of insurance entities.

This requirements document represents the business needs and requirements that a system solution must meet in order to support the business of the Insurance Evaluation Division.

2. Business Requirements Detail

Business requirements are high level statements of the business needs the system must support. These high level statements will be supported by, and linked to, more detailed functional requirements.

Priority: 1 = Mandatory (Must Have)
2 = Preferred (Improves Business Process)
3 = Optional (Nice to Have)

Source: JAD Sessions, agency policy, State and Federal law, interviews, elicitation sessions, rapid prototyping, individuals or organizations, etc.

Status: A = Approved
N = Not Approved

Business Req. No.	Detailed Business Requirement Description	Priority	Source	Status	Status Date
1	The system must support the following business activities: • Insurance Company Licensing • Insurance Company Financial Analysis • Insurance Company Examinations • Captive Insurance Company Licensing and Monitoring	1			
2	The system must include workflow functionality that will allow users to create, monitor and work tasks, alert/notify of and provide work review flows.	1			
3	The system must have an electronic document repository.	1			
4	The system must generate documents.	1			
5	The system must create and generate reports.	1			
6	The system must be the OFIR system of record.	1			

3. Functional Requirements Detail

Functional requirements are more detailed requirements that support the business requirements and state what a system must do in order to satisfy those business requirements. Each functional requirement is linked to a business requirement through the following number scheme. Business requirements are numbered with a single number: 1, 2, 3 etc. The first number of a functional requirement is the link to the business requirement. The second number, after a period, identifies the functional requirement: 1.1, 1.2, 2.1, 2.2 etc.

Priority: 1 = Mandatory (Must Have)
2 = Preferred (Improves Business Process)
3 = Optional (Nice to Have)

Source: JAD Sessions, agency policy, State and Federal law, interviews, Requirements Elicitation Sessions, rapid prototyping, individuals or organizations, etc.

Status: A = Approved
N = Not Approved

Functional Req. No.	Detailed Functional Requirement Description	Priority	Source	Status	Status Date
Business Functionalities					
1.1	The system must include the following functionality for Insurance Company Financial Analysis: • Document Generation • Task Work Queues • Task Alerts & Notifications • Workflow • Work Approval • Data Interface between NAIC iSite application and OFIR system of record for company demographic information	1			
1.2	The system must include the following functionality for Insurance Company Examinations: • Document Generation • Individual Calendaring • Group Calendaring • Task Work Queues	1			

Functional Req. No.	Detailed Functional Requirement Description	Priority	Source	Status	Status Date
	• Task Alerts & Notifications • Workflow • Work Approval • Report Generation • Electronic Document Repository • Conversion of Existing Work Product to Document Repository				
1.3	The system must include the following functionality for Insurance Company Licensing: • Document Generation • Workflow • Work Approval • Data Interface between NAIC iSite application and OFIR system of record for company demographic information • Individual Calendaring • Task Alerts & Notifications • Group Calendaring • Task Work Queues • Electronic Document Repository • Conversion of Existing Work Product to Document Repository	1			
1.4	The system must include the following functionality for Captive Insurance Company Licensing and Monitoring: • Workflow • Work Approval • Task Alerts & Notifications • Task Work Queues	1			

Functional Req. No.	Detailed Functional Requirement Description	Priority	Source	Status	Status Date
	• Individual Calendaring • Document Generation • Electronic Document Repository • Conversion of Existing Work Product to Document Repository				
1.5	The system must provide a central repository and one point of entry for the staff to search for and retrieve all relevant information regarding an insurance company's demographic information, examination history, complaint history, investigation history, enforcement history, etc.	1			
1.6	The system must have a maintenance table with NAIC group numbers in the system. Information to be maintained is: NAIC group number, short description, long description, date added to the system (automatically populated with current date). Provide the ability to associate a company to a group number.	1			
1.7	The system must track the receipt of financial statements (quarterly and annual filings) for a company (by NAIC number) by filing period. Record form(s) received and date received.	1			
1.8	The system must allow users to enter the receipt of financial statements via manual data entry or barcode scan (Barcode contains NAIC#, filing period, form type)	1			
1.9	The system must allow users to denote if a company is exempt from filing financial statements or individual forms.	1			
1.10	The system must allow users to enter the exemption at the company level or for an individual form, indicate the form that is exempt (if exemption is not for all forms), enter a comment for each exemption, enter a date range for the exemption or indicate that the exemption is permanent.	1			
1.11	The system must allow users to denote if a company is exempt from the annual filing fee and the reason for exemption.	1			
1.12	The system must allow users to create audit exemption criteria in the system to ensure that all companies that meet certain criteria have been flagged as exempt from filing financial statements.	1			
1.13	The system must allow users to designate if a Form B is required for each company.	1			

Functional Req. No.	Detailed Functional Requirement Description	Priority	Source	Status	Status Date
1.14	The system must allow users to manually enter the receipt of Form B filings by Group Number. Fields to capture: Group ID#; Date rec'd.	1			
1.15	The system must allow users to manually populate a company's OFIS priority rating and designate whether or not the rating was based on a cursory review.	1			
1.16	The system must indicate if a company is not eligible to be included in the Authorized Re-insurer's List with a reason.	1			
1.17	The system must include the following business indicators for a company: domicile state, ownership code, use entry state, fin year end, receivership, requalification, restriction, PPA, temporary certificate.	1			
1.18	The system must track restrictions placed on a company and track the history of any restricted activity. Data to be captured: Restriction, Begin Date, End Date, Public Info., Comments. (Note: information is confidential and subject to security restrictions.	1			
1.19	The system must track the total amount required to be on deposit for the company.	1			
1.20	The system must provide tracking of all safekeeping receipts received from the Treasury Department.	1			
1.21	The system must track the amount of each deposit required (calculated based on the total safekeeping receipts that have not been returned entered for the requirement), the reason for the requirement, and comments pertaining to the requirement.	1			
1.22	The system must track the following safekeeping receipt information (manually entered).: Receipt ID, Amount, Rec'd Date, Maturity Date, Return Date, Security Description, Registration Comment	1			

1.23	The system must calculate and display the total amount of deposits received for a regulated company based on the total amount of safekeeping receipts that have not been returned.	1			
1.24	The system must support the quarterly reconciliation process between the OFIR records and the Treasury Dept. records pertaining to Safekeeping Receipts.	1			
1.25	The system must include a warning message that flags the user when a company being added may be a duplicate by comparing the following fields: NAIC #, FEIN#, Company name	1			
1.26	The system must allow users to add multiple insurance company contact records for a company by address type. Address types are to be selected from a pre-populated table. Contact information includes but is not limited to: a contact name, title, address, phone, fax, and e-mail.	1			
1.27	The system must allow users to select one or more authorized lines of business type for an insurance company from a pre-populated table.	1			
1.28	The system must allow users to indicate whether a line is authorized for reinsurance for an authorized line of business.	1			
1.29	The system must allow users to be assigned to an insurance company record and/or groups of insurance company records.	1			
1.30	The system must allow for authorized users to re-assign staff members by individual insurance company record, groups of insurance company records.	1			
1.31	The system must allow for authorized users to view staff assignments to insurance company records.	1			
1.32	The system must allow for authorized users to create and/or update staff assignments to individual or groups of insurance company records per changes in staff responsibilities.	1			
1.33	The system must allow users to add multiple contact records on the licensing application records for a company by address type. Address types are to be selected from a pre-populated table. Contact information includes but is not limited to: a contact name, title, address, phone, fax, and e-mail.	1			
1.34	The system must record the amount of any fees received with a submitted annual statement.	1			
1.35	The system must allow users to view all pending applications for insurance companies and view and/or link information between application records	1			

1.36	The system must assign unique numbers to the insurance company, license application (applies to new requests and corporate amendments), and examination records.	1			
1.37	The system must allow the user to create a relationship between insurance company records and financial analysis documents, license application records and examination records.	1			
1.38	The system must allow for creating, updating and tracking the status of an insurance company record, a financial analysis document, a license application record, and an examination record.	1			
1.39	The system must have a single record per insurance company, which serves as the central location for retrieving any and all information about an insurance company. This is to be considered the main record for insurance companies.	1			
1.40	The system must have a central location for retrieving any and all information about specific financial analysis documents.	1			
1.41	The system must have a tool to view status of licensing applications, financial analyses and/or examinations in process.	1			
1.42	The system must allow users to create, update, and view records for an insurance company.	1			
1.43	The system must allow users to create, update, and view financial analysis documents for an insurance company.	1			
1.44	The system must have a mechanism to capture key information regarding the status of licensing applications, financial analysis and examinations.	1			
1.45	The system must allow users to create relationships between insurance companies and/or other organization records in the system.	1			
1.46	The system must allow users to view all company relationships, based on group number, and allow users to drill down into the related company information.	1			
1.47	The system must maintain a history of all aliases and previous names for a company.	1			
1.48	The system must update the alias field on the effective date of a Corporate Amendment with the company's previous name when the application type = "Name change".	1			
1.49	The system must update the alias field on the effective date of a Corporate Amendment with the	1			

	name of the surviving entity when a company is terminated by merger.				
1.50	The system must allow users to create, update and view individual contact records.	1			
1.51	The system must provide for a 'private notes' section on the insurance company, licensing application and examination records for internal division purposes only.	1			
1.52	The system must have dynamic screens so that only applicable fields and valid menu choices appear depending on the user's role.	1			
1.53	The system must allow the user to search for tasks and/or appointments.	1			
1.54	The system must allow a date or a date range to be entered for a search.	1			
1.55	The system must allow the user to search on one or multiple criteria.	1			
1.56	The system must allow the user to export multiple search results to an Excel spreadsheet.	1			
1.57	The system must accept an interface of data from NAIC iSite website to populate information about insurance companies.	1			
1.58	The system must accept an interface of data from NAIC iSite website to retrieve most current financial summary for the company. The financial summary will consist of summaries of annual and quarterly report filings.	1			
1.59	The system must allow the ability to import data from other sources.	1			
1.60	The system must have a "role center home page" that provides quick links to other areas of the system and/or external systems, based on the security role users are assigned to.	1			
1.61	The system must send emails from within the system and include as attachments electronic supporting documentation from the licensing application record.	1			
1.62	The system must have a divisional status dashboard webpage available to show key information to all team members	1			
1.63	The system must sort/filter insurance company records by company, domestic/foreign and dates.	1			
1.64	The system must sort/filter financial analysis documents and signoffs by company, status and dates.	1			
1.65	The system must sort/filter insurance company, license application and examination records, financial analysis documents and signoffs by user	1			

	defined categories.				
1.66	The system must secure insurance company, license application, and examination records to a status of "in use" so multiple changes to the record do not occur at the same time.	1			
1.67	The system must secure the financial analysis document to a status of "in use" so multiple changes to the record do not occur at the same time.	1			
1.68	The system must only allow for read-only access to the insurance company, license application and examination records when in the "in use" status	1			
1.69	The system must only allow for read-only access to the financial analysis document when in the "in use" status	1			
1.70	The system must only allow access to changes of insurance company, license application and examination records based on certain record statuses and/or role-based security.	1			
1.71	The system must only allow access to changes of financial analysis documents based on certain record statuses and/or role-based security.	1			
1.72	The system must have an audit trail system to capture key changes in status / information.	1			
1.73	The system must have a central electronic document repository for documents, correspondence, etc. that can be accessed only by authorized users.	1			
1.74	The system must include online user help and tutorials.	1			
1.75	The system must send alerts/notifications to staff to follow up if certain required fields of information were not entered.	1			
1.76	The system must have document version control of all documents in the system with supporting comments as to the changes made and by who made the changes.	1			
1.77	The system must have the ability to override current versions to previous versions, while keeping record of all versions created.	1			
1.78	The system must track communication contacts made and notate the date, time, division staff member that made contact, and create any follow up actions.	1			
1.79	The system must allow users to create, update, and view records for an insurance company relative to	1			

	examination information.				
1.80	The system must have an audit trail that will allow the Insurance Examination Section to collect examination metrics (dates, length of examination, approval and sign-offs, etc.) in compliance with the NAIC requirements and measure staff productivity.	1			
1.81	The system must have a tool to create and monitor exam budgets.	1			
1.82	The system must have a single record per company examination, which serves as the central location for retrieving any and all information about an examination.	1			
1.83	The system must allow multiple different examination types to have different unique identifiers for filtering purposes.	1			
1.84	The system must sort/filter examination records by company, examiner and dates.	1			
1.85	The system must allow users to create, update, and view license application records for an insurance company. Applications can either be for chartering a new regulated entity (a.k.a. "New Request Application") or for approving a proposed change (a.k.a. "Corporate Amendment Application") to State chartered entity.	1			
1.86	The system must have a single record per license application, which serves as the central location for retrieving any and all information about a specific license application submitted by an insurance company.	1			
1.87	The system must link the comments entered on a license application record to a reason the comment was entered and make the comments keyword searchable.	1			
1.88	The system must sort/filter license application records by company, license type, status and dates.	1			
1.89	The system must populate the "Date Form B Received" field of the corresponding subsidiary companies (i.e. same group number) when a Form B is receipted.	2			
1.90	The system must allow for electronic referrals to other OFIR divisions based on status entered.	2			
1.91	The system must have time driven events that update status fields, with the ability for users to manually override updates.	2			
1.92	The system must track a history of comments/actions that have happened on insurance company, license application and examination records.	2			
1.93	The system must link the comments entered on an insurance company record to a reason the comment was entered and make the comments keyword	2			

	searchable.				
1.94	The system must include hotlinks to commonly used websites.	2			
1.95	The system must make available or send data and electronic documents to other OFIR divisions and/or other State of Michigan (SOM) agencies as defined.	2			
1.96	The system must send emails from within the system and include as attachments electronic supporting documentation from the insurance company record.	2			
1.97	The system must track New Request applications that are received but not accepted. Track the name of company, date received, reason, type, and disposition.	2			
1.98	The system must receive data and electronic documents from other OFIR divisions and/or other SOM agencies as defined.	3			
1.99	The system must interface with Outlook/Exchange for calendaring and e-mail functions.	3			
1.100	The system must have functionality to manage the process of scheduling exams once identified.	3			
1.101	The system must have functionality to manage the process of assigning cases to examiners based on criteria such as type of case, geographic location, current workload, etc.	3			
1.102	The system must manage exam work that is contracted to vendors/third parties including: ▪ Budgets ▪ Vendors ▪ Bidding Process ▪ Contracts Awarded ▪ Cases Assigned ▪ Various Metrics	3			
Workflow and Task Management					
2.1	The system must route financial analysis documents, examinations and licensing applications (e-files and e-documents) through a review and approval process.	1			
2.2	The system must track key dates and the status of the financial analysis review process.	1			
2.3	The system must allow users to assign tasks to staff as business processes dictate.	1			
2.4	The system must allow the user to assign a single task or a group of tasks.	1			
2.5	The system must allow the user to assign tasks to a	1			

	single individual or to multiple individuals.				
2.6	The system must allow the user assigning tasks to create tasks with due dates.	1			
2.7	The system must allow the user assigning a task to select from a list of tasks with pre-generated due dates based upon standard time frames for a task.	1			
2.8	The system must allow the user to re-assign tasks to other users.	1			
2.9	The system must allow the user to sort tasks by date, tasks, or a combination of dates and tasks.	1			
2.10	The system must allow the users, based on role based security, to view and print other user's task lists as well as tasks by identified groups.	1			
2.11	The system must create a unique identifier for each task assigned to a user.	1			
2.12	The system must allow the user to enter comments in each assigned task.	1			
2.13	The system must include review and approval mechanisms for work product. For example, a user must be able to refer a work product to a manager for review. The manager must be able to approve or reject the work product. The approval mechanisms will be detailed during functional design.	1			
2.14	At each step in an approval loop, the system must allow the user to enter comments.	1			
2.15	The system must notify the user when a task has been assigned.	1			
2.16	The system must present the user with a task list, or work queues, from which the user can select a task or group of tasks to process.	1			
2.17	The system must allow the user to sort a task list, or work queue, by task, due date, or a combination of due dates and tasks.	1			
2.18	The system must allow the user to update a task as completed.	1			
2.19	The system must allow the user to enter comments on unassigned tasks.	1			
2.20	The system must generate notices and/or work referrals to other divisions within OFIR.	1			
2.21	The system must calculate and send automatic alerts/notifications based on number of business days. For example, if a user chooses to set a 10-day reminder/flag, the system must calculate the due date for 10 business days in the future.	1			
2.22	The system must allow a user to select a calendar date for a manually created alert/notification.	1			
2.23	The system must allow the user to accept and approve receipt of system generated records, documents and other artifacts during the creation of licensing application and examination records.	1			

2.24	The system must allow the user to update assigned tasks with progress information.	1			
2.25	The system must track key dates and the status of the exam report review process.	1			
2.26	The system must track key dates and the status of the risk management review process and notify examiners of key status updates.	1			
2.27	The system must track key dates and the status of the license application review process.	1			
2.28	The system must allow the user to prioritize tasks.	2			
2.29	The system must receive and accept task requests from other OFIR division staff (ex: referral banks)	2			
2.30	The system must allow the user to print a task list.	2			
2.31	The system must allow the user to select and set alerts/notifications from a pre-defined list, including due dates, based on business processes.	2			
Document Repository					
3.1	The system must allow the user to scan paper documents into an electronic format.	1			
3.2	The system must allow the user to organize stored electronic documents into folders and sub folders.	1			
3.3	The system must allow user to add, update and delete folders.	1			
3.4	The system must allow the user to add, update or delete electronic work product.	1			
3.5	The system must allow the user to redact electronic work product.	1			
3.6	The system must allow the user to store electronic documents in a secure location that is only accessible by users who have the appropriate role based security.	1			
3.7	The system must allow the user to designate electronic documents for indefinite storage.	1			
3.8	The system must allow the user to designate electronic documents to be stored for limited timeframes and allow the user to set those time frames.	1			
3.9	The system must accept conversion of existing electronic documents.	1			
3.10	The system must accept the following as electronic documents: • Documents produced by the document generation system. • Documents produced in Word. • Documents produced in .pdf format • E-mails	1			

	• Other electronic work product as identified during functional design				
3.11	The system must allow multiple versions of the same document to be stored.	1			
3.12	The system must identify multiple versions of the same document.	1			
3.13	The system must allow multiple versions of the same document to be displayed per user request.	1			
3.14	The system must allow the user to enter the following identifiers for a document: • Insurance Company ID number • License Application ID number • Document Author • Document Type • Keywords • Effective Date • Date Saved • Date Received • Other identifiers as determined during functional design	1			
3.15	The system must accept identifying information from the state standard word processing application when a document created in that software is saved to the system.	1			
3.16	The system must allow the user to overwrite previously saved identifying information.	1			
3.17	The system must allow the user to attach electronic documents to e-mails sent via the State's approved e-mail system.	1			
3.18	The document repository must allow the user to attach one or more documents in the repository to one or more records throughout the OFIR system of record.	1			
3.19	The system must allow the user to search the entire document repository or by folder and/or subfolder.	1			
3.20	The system must allow the user to search the document repository using keywords.	1			
3.21	The system must allow the user to search the document repository using full text search.	1			
3.22	The system must allow the user to search the document repository using a partial string search.	1			

3.23	The system must allow the user to search the document repository by author of the document.	1			
3.24	The system must allow the user to search the document repository by a specific date or date range.	1			
3.25	The system must allow the user to search the document repository by document type.	1			
3.26	The system must allow the user to search the document repository for related documents.	1			
3.27	The system must save and re-use search criteria for commonly used search/filter requests of information in the system.	1			
3.28	The system must allow the ability to compare differences between documents of similar type.	1			
3.29	The system must secure the documents to a status of "in use" so multiple changes to the record do not occur at the same time.	1			
3.30	The system must only allow for read-only access to the document when in the "in use" status	1			
3.31	The system must only allow access to changes of documents based on certain record statuses and/or role-based security.	1			
Document Generation					
4.1	The system must allow the user to attach generated documents to e-mails created using the OFIR's e-mail system.	1			
4.2	The system must allow the user to generate documents using a pre-defined form template.	1			
4.3	Documents created in the system must be able to pre-populate with data from system records.	1			
4.4	The system must allow the user to over-write pre-populated data.	1			
4.5	The system must provide print preview for documents.	1			
4.6	The system must allow the user to enter custom information in designated portions of a template.	1			
4.7	The system must have spell check.	1			
4.8	The system must have grammar check.	1			
4.9	The system must allow a trained OFIR administrative user to create, update and delete documents, document templates, or document packages without changing system code or requiring the intervention of a developer.	1			
4.10	The system must allow the user to generate a .pdf file of a single document in lieu of printing hard copies.	1			
4.11	The system must allow the user to generate a .pdf file of a document package in lieu of printing hard	1			

	copies.				
4.12	The system must allow the user to save generated documents to a document repository.	1			
4.13	The system must allow the user to secure documents from allowing further edits.	1			
4.14	The system must allow the user to copy all information from financial analysis documents into a new document.	1			
4.15	The system must allow the user to copy certain sections of information from multiple financial analysis documents into the same new document.	1			
4.16	The system must allow the user to create documents singly or in pre-defined packages of documents.	1			
4.17	The system must allow the user to copy all information from licensing application records into a new record.	1			
4.18	The system must allow the user to copy certain sections of information from multiple licensing application records into the same new record.	1			
4.19	The system must allow users to re-create/create documents based on user designated timeframes and include required data.	2			
4.20	The system must allow the creation of documents from the comparison of documents already located in the system.	3			
4.21	The system must allow the creation of documents from the comparison of documents already located in the system.	3			
4.22	The system must allow the user to copy all information from past examination records into a new record.	3			
4.23	The system must allow the user to copy certain sections of information from multiple past examination records into the same new record.	3			
Reports					
5.1	The system must publish the most current financial summary for an insurance company based on information imported from an external source (NAIC). The financial summary will consist of summaries of annual and quarterly report filings.	1			
5.2	The system must create ad-hoc reports and queries to respond to the changes in the business environment and support the following activities: work management, performance reporting, statistical reporting, statutory reporting, customer service inquiries, executive level decision making.	1			
5.3	The system must generate reports to.pdf, Word and Excel files.	1			
5.4	The system must generate reports with pre-determined content and format (i.e. canned	1			

	reports).				
5.5	The system must produce ad hoc reports as requested by user or management.	1			
5.6	The system must produce pre-formatted reports with limited user configuration.	1			
5.7	The system must produce user-defined canned reports that are time-interval driven and performance-based.	1			
5.8	The system must provide a user configurable "management dashboard" report of activities that are happening with all staff within the division	1			
5.9	The system must include the ability to download filter/search results to an Excel file.	1			
5.10	The system must generate a report listing all companies that have changes in corporate status. Report to include the audit trail of status changes for a date range.	1			
5.11	The system must generate a report listing all companies that have made corporate changes. Report to include the audit trail of corporate changes for a date range.	1			
OFIR System of Record					
6.1	The system must be the system of record for information gathered about insurance companies.	1			
6.2	The system must accept data via interfaces with NAIC iSite applications.	1			
6.3	The system must allow for users, via role-based security, to review, accept or deny data and documents received via any interfaces	1			
6.4	The system must make similar information available and accessible to different modules throughout the system and prevent duplication of data.	1			

4. Technical Requirements Detail

Technical requirements, also known as non-functional requirements, describe the technical aspects that a system must fulfill such as interfaces with other systems, performance, reliability, and availability. In order to differentiate technical requirements from business and functional requirements, all technical requirements numbers with start with "T."

Technical Req. No. : In order to differentiate technical requirements from business and functional requirements, all technical requirements numbers with start with "T."

Priority: 1 = Mandatory (Must Have)
2 = Preferred (Improves Business Process)
3 = Optional (Nice to Have)

Source: JAD Sessions, agency policy, State and Federal law, interviews, Requirements Elicitation Sessions, rapid prototyping, individuals or organizations, etc.

Technical Req. No.	Detailed Technical Requirement Description	Priority	Source
T.1	The system maintenance component must only be accessed and used by an OFIR assigned system administrator.		
T.2	The system maintenance component must allow the OFIR system administrator to make routine changes to the following without requiring the intervention of a developer: • Document Generation Templates • Drop Down Lists • Designation of Required Fields • Business Rules • New User Creation • Password Resets • Other items as identified during functional design		
T.3	The system must have page and field level online help.		
T.4	The system must have controls to prevent the entry or interface of duplicate data.		
T.5	The system must be available and supported beyond regular business hours.		
T.6	The system must have role based security that is in compliance with the separation of duties in accordance with OFIR internal controls.		

Technical Req. No.	Detailed Technical Requirement Description	Priority	Source
T.7	The system must have an audit trail for entry of, and changes to, data. At a minimum, the audit trail must keep: • the original data • the date and time of the original data entry • who entered the original data • who made a change • the change and • date and time of the change.		
T.8	The system must support many users logged in and using the system simultaneously.		
T.9	The system must meet the Office of Enterprise Security (OES) standards.		
T.10	The system must comply with the Department of Technology, Management and Budget (DTMB) backup and recovery standards.		
T.11	The system must have a user interface that is web browser independent.		
T.12	The system must have a user interface that is operating system independent.		
T.13	The reporting product technology must not require any installed component in the user browser.		
T.14	The system must have built-in security controls and meet or exceed current State of Michigan security requirements as described in the State Administrative Guide.		
T.15	The system must meet performance benchmark times for: • Page refresh in under three seconds • Database query execution in under two seconds		
T.16	The system must be fully accessible from a remote work location.		
T.17	The system must provide submission, tracking and review of the list/status of requests for updated functionality needed in the new system.		
T.18	The system must cache system information and data on local client computers to maintain business workflows and procedures if access to the State of Michigan network systems was not available.		
T.19	The system must be able to complete a synchronization of local client cached system information and data when access to the State of Michigan network systems is restored.		

Appendix C – DOCUMENTATION STANDARDS

The Contractor will perform Documentation activities including but not limited to the following:

1. All documentation, training manuals and training plans provided as deliverables become the property of the State
2. The documentation of components, features and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered
3. All system, operational, user, training, change and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions
4. All material must be in a State supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies
5. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals
6. An outline or table of contents should be approved before development or modification of the documents
7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations and user documentation
8. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project
9. A final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project
10. At a minimum, documentation includes the following items not described elsewhere:
    a. Procedure Manual will define policies and practices in regards to the COTS
    b. User Manual will define "how to" use the system functions
    c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects and code dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance support and enhancement.
    d. Data Model will present the data structure
    e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format
    f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (i.e. backup and recovery), etc.
    g. DBA Manual describes how to install, create and maintain the database
    h. Operations Manual describes how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (i.e. upgrades or to expand size due to increased usage), special operations (i.e. shutdown, recovery, etc.) and troubleshooting.

Appendix D – myCaseLoad Feature Overview

myCaseLoad Base Module:

Web-Based Access: No need for software on the user's laptops and desktops. The application can be securely available through any internet connection.

Highly Configurable: Administrator's console lets you configure and manage user permissions and security, configure all of the drop-down values to meet your business rules and user interface languages.

Powerful Workflow Engine: Will automate your business rules, enforce legislative and best-practice guidelines, assign tasks, calculate due dates, update case status, generate documents and provide alerts. Many workflows and case types can be added and managed by the engine to increase productivity and reduce process bottlenecks.

Intake Wizards: Easily configurable user interfaces to collect information, data plus documents and attach them to a case. Wizards will lead your people through predefined steps ensuring complete and accurate data intake; reducing training time and costs.

Scheduling and Calendaring Tools: Resource scheduling will help you to manage your resources; whether it be people, meeting rooms or courts, more effectively. Centralized management of calendars is provided with flexible scheduling of cases or sessions with daily, weekly and monthly views of scheduled events and resources.

Information Access: All statistics are captured in a central comprehensive database as a single source of information. Powerful search capabilities are provided to retrieve case, party or counsel information by name, case number or date range. Audit information is captured for all cases. A record of all case related activities or changes to the case file is maintained with the case record.

Advanced Reporting: Reports may be generated at the click of a mouse or scheduled to be run on a periodic basis. The myCaseLoad environment supports both "canned" and "ad hoc" reporting requirements. Allows you to monitor performance, identify bottlenecks and make informed managerial decisions.

Additional Base Features

- *Parties and Roles* – Add individuals to a case from a court-wide rolodex, and assign their roles
- *Case Relationships*- Join and relate cases together by matter type or to be heard together
- *Notes*- Add notes at any time, prioritize and report on all notes in a case
- *Assignments*- Tasks and cases can be assigned manually or automatically anytime in the life cycle of a case
- *Representatives*- One or more Attorneys or Representatives can be assigned to a party
- *Document Generation*- Notices and letters can be sent out, to one or many parties by mail or electronically prepared and sent.
- *Issue Tracking*- All issues and their resolution can be tracked and reported on.

- *Resource Management- All internal and external resource types can be managed and assigned to cases and tasks.*

- *Sessions and time slots- All hearing, mediations, meetings and other events can be scheduled adhoc, or within sessions with flexible time slot layouts.*

- *Alerts- Reminders can be generated for new or pending Tasks.*

- *Document Capture- attach all electronic documents including audio and video files to a case*

myCaseLoad Modules:

Integrated modules extend functionality

Not everyone has the same requirements for their case management needs. We have designed myCaseLoad™ to provide you with the flexibility to extend its functionality by seamlessly adding software options.

E-Filing Frontend Module

The E-Filing Frontend Module is an alternative to paper-based case filings and manual data entry. Authorized Users, Lawyers and self-representing parties will be able to submit initial and sub sequent filings to your organization through a web interface. Information is entered in web data entry forms that are custom developed Acrobat Forms to replicate paper-based forms. Optional review of the documents can be performed to accept or reject the document. At this point the myCaseLoad Workflow Engine will kick off any initiating processes, such as task or resource assignment and automated document generation.

myCaseLoad Web Services

This module is a series of web service applications that manage the interaction between applications. It will also serve as a backend for an electronic filing system. It provides for:
•receiving case initiation information (i.e. case, document, party, representation, issue info) ,
•receiving subsequent filings (i.e. document details only),
•the immediate acknowledgement of any received filings, and
•sending confirmations with any generated information (e.g. case number, document number) or a rejection notice with a detailed list of reasons for the rejection
•importing scheduling information from another system

Exchange Integration Module

This module connects the Exchange Server and the users Outlook Calendars to myCaseLoad Scheduling and Calendaring functionality allowing representatives the ability to see their scheduled myCaseLoad events in their Outlook Calendar. And allow schedulers to see when the representative is available. The representative would have no need to maintain and consult two calendaring systems.

Clerk Reviewer Module

This application will allow a user to review an electronically submitted document, classify it as an Appeals form or another document type. Allow the user to review the document, accept or reject it, and enter relevant data

from the document to be placed into myCaseLoad. The outcome of a review would kick off a workflow based on business rules.

Document Voting Module

This module manages the decision voting process. The module allows for the participants to circulate opinions and other documents to panel members/Judges for their vote and comments.

Document Publishing Module

This module tracks the status of a document from an initial status to a final status. Each of the status types is user-configurable. When a document status is changed, the effective date of the change is recorded. The information can provide powerful monitoring statistics showing the timeframes for document to move from status to status (e.g. Draft Received to Issued or Suggestions Sent to Modifications Received). When a document has reached its final publishable state, the system will make a new document entry with the latest file attachment. As well, the attachment can be copied to a network folder where a public website can access the document

Document Packaging Module

The module will allow the user to quickly package up all of the relevant documents into a single secure pdf file to be emailed, printed or otherwise sent electronically to lower courts, relevant agencies or representatives.

Community Website

The Community Website module allows your case management information to be accessible to the general public or agency staff. The Website gives case participants a greater level of access to their cases. The users can search for cases using multiple search criteria such as appeal number, their name, attorney name, etc.

The site user can also view the court calendar from the website. However, only the sessions that have a "Public" access level would be viewable. Parties and attorneys can be granted a secure id and password to gain access to any cases with an access level higher than "Public".

The E-Filing Frontend Module can be integrated into the Community Website to provide a seamless solution for your clients. The website can be easily tailored to have a similar look to your current website.

Full Text Search Module

When a document attachment is uploaded in myCaseLoad, it will be sent to a specific area of the network and search server software be asked to index the new document. The user will be able to search for documents within myCaseLoad by specifying database criteria as well as text criteria. The search results will be displayed in myCaseLoad with hyperlinks to the document and the related case record.

Team Resource Module

This module allows teams and panels to be defined. When a team is assigned or scheduled to work on a case, the business rules associated with the individual team members will be enforced. For example, Judge Adams, Brown, and Clark will make up the panel for the summer term. The panel will be assigned to ten cases. Any conflicts recorded for Judge Clark using the Recusal Management Module will identified when assigning or scheduling the panel.

File Tracking Module

This module simplifies the tracking of all cases, documents, and exhibits. Whether they are electronic or hard copy files. It provides the current location as well as the location history for each item.

Exhibit Tracking Module

This module allows organizations to define retention schedules and apply the schedule to individual documents or entire cases. The module maintains and manages the life cycle of these items from storage to disposition. It ensures accountability and prevents the loss of vital documents and items.

Accounts Receivable Module

The Accounts Receivable User Module is only required for users performing actions in which a fee is levied (e.g. document filing fees, service charges), a payment is received, an invoice / cash receipt is voided (e.g. NSF, refund), or a till reconciliation is required. Each payment can be received by multiple methods (e.g. cash, credit card, or check) and applied to multiple invoiced charges.

Recusal Management Module

This module will allow schedulers to manage the assigning of panel members, judges, Justices to a case. It records potential conflicts for each Justice, Judge or other resources and notifies the user during any assignment operation.

Workflow Designer Module

The Workflow Designer is a graphical modeling tool. It comes with an easy to use interface that allows “non-technical” users to create and modify their business process models. These models will be used by the Workflow Engine to automate actions and monitor the progress of each case. The Workflow Designer permits you to graphically configure your business rules to "customize" individual tracks (or schedules) for different case types, triggering unique events, alerting staff and automatically changing case status indicators as case milestones are completed.

Appendix E – myCaseLoad 6.0 System Requirements

For contact information, please visit www.caseload.com/contact_us.htm.

The system requirements listed below pertain to myCaseLoad installations utilizing the default deployment configuration (see the installation instructions for deployment options). The hardware requirements should be scaled in accordance to the number of users as well as the expected amount of data to be generated.

System Requirements: myCaseLoad Web Server

Item	Requirement
Hardware	A minimum of: • 2GB of memory • 40GB of disk space
Operating system	Any of the following operating systems: • Windows Server® 2003 SP2 – Any edition (32-bit or 64-bit) • Windows Server 2003 R2 SP2 – Any edition (32-bit or 64-bit) • Windows Server 2008 SP2 – Any edition (32-bit or 64-bit) • Windows Server 2008 R2 SP1 – Any edition (32-bit or 64-bit) • Windows® Small Business Server 2003 • Windows Small Business Server 2008 • Windows Small Business Server 2011 Standard
Operating system components	Internet Information Services (IIS) for Windows® 6.0 or above with at least the following functionalities: • ASP.NET • .NET Extensibility • Windows Authentication .NET Framework 4.0 – Update 4.0.1 or above (see KB2478063 for details regarding this update)
User authentication	The myCaseLoad Web Server must be part of a domain and be able to authenticate users against a Windows Server Active Directory

Installation user and service account	A domain or local user with administrative rights on the server is required to install and upgrade myCaseLoad. A domain service account with the following rights on the server is required for the normal execution of myCaseLoad: • Read/write/modify the mail merge, logs, attachments and Windows temporary folder • Log on as a batch job • Log on as a service
Exchange Server	In order to use the Exchange Integration module, Microsoft® Exchange Server® 2007 or above and the following components are required: • Exchange Web Services API • A domain service account configured with a mailbox and the following rights: o ms-Exch-EPI-May-Impersonate o ms-Exch-EPI-Impersonation for every user or group for which appointments will be scheduled
Network proximity	High speed, switched network is required between the myCaseLoad Web Server and the myCaseLoad Database Server and Exchange Server
Firewall	The following ports must allow traffic from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)
Browser	Windows® Internet Explorer® 7.0 or above with the following configuration: • Run myCaseLoad in Trusted Site or Local Intranet zone • Support for JavaScript® • Support for TLS or SSL if secured connection to myCaseLoad is configured • Support for file download • Disable pop-up blocker for myCaseLoad site

System Requirements: myCaseLoad Database Server

Item	Requirement
Hardware	A minimum of: • 2GB of memory • 80GB of disk space
Database management system	Any of the following database management system: • Microsoft® SQL Server® 2005 SP4 – Any edition[1] (32-bit or 64-bit) • Microsoft SQL Server 2008 SP3 – Any edition* (32-bit or 64-bit) • Microsoft SQL Server 2008 R2 SP1 – Any edition* (32-bit or 64-bit)
Database management system components	In order to use the optional Full Text Search myCaseLoad module, the following components must be installed on the server • Collation set to default case-insensitive • Mixed-Mode Authentication • Full Text Search SQL Server optional component • Filter Packs in order to extend the searching capabilities to certain file types: o Microsoft® Office 2010® Filter Pack o Adobe PDF IFilter
Remote database connection	TCP/IP network protocols must be turned on for the instance under which myCaseLoad database is installed
Firewall	The following port must allow traffic from the myCaseLoad Web Server and myCaseLoad Report Server: • TCP port 1433 (SQL Server remote connection)

[1] Express Edition is not recommended due to database size limitation

System Requirements: myCaseLoad Report Server[2]

Item	Requirement
SQL Server Reporting Services®	SQL Server Reporting Services is part of the following database management system: • Microsoft® SQL Server® 2005 SP4 – Standard, Enterprise or Datacenter (32-bit or 64-bit) • Microsoft SQL Server 2008 SP3 – Standard, Enterprise or Datacenter (32-bit or 64-bit) • Microsoft SQL Server 2008 R2 SP1 – Standard, Enterprise or Datacenter (32-bit or 64-bit)
Operating system components	.NET Framework 2.0 for Reporting Services 2005 .NET Framework 3.5 SP1 for Reporting Services 2008 and above
Firewall	The following ports must allow traffic from the myCaseLoad Web Server and from the client: • TCP port 80 (HTTP) • Optionally TCP port 443 for secured connections (HTTPS)
Browser	Windows® Internet Explorer® 6.0 SP1 or a later version is required for the Report Designer component of Reporting Services

[2] myCaseLoad Report Server can be installed on the same machine as myCaseLoad database server or on a separate machine

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

December 12, 2012

CHANGE NOTICE NO. 4
to
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Evans CaseLoad, Inc. 2152 Danforth Avenue, Suite 200 Toronto, ON M4C 1K3	Darryl Evans	daevans@caseload.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(416) 762-0236	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB – DIT	Joe Kelly	(517) 373-3993	kelly11@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Enhanced Document Management - DIT**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, 1 Year Options	April 11, 2015
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No

MINIMUM DELIVERY REQUIREMENTS:

N/A

DESCRIPTION OF CHANGE NOTICE:

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

VALUE/COST OF CHANGE NOTICE:	ESTIMATED REVISED AGGREGATE CONTRACT VALUE:
$538,129.20	$2,419,474.95

Effective immediately, this Contract is hereby INCREASED by $538,129.70.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and State Administrative Board approval dated November 20, 2012.

Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 3

to

CONTRACT NO. 071B0200162

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Evans CaseLoad, Inc.	Darryl Evans	daevans@caseload.com
2152 Danforth Avenue, Suite 200	**TELEPHONE**	**CONTRACTOR #, MAIL CODE**
Toronto, ON M4C 1K3	(416) 762-0236	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB-IT			
BUYER	DTMB	Reid Sisson	(517) 241-1638	sissonr@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: **Enhanced Document Management - DIT**			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 12, 2010	April 11, 2015	5, one year	April 11, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
$362,548.00		**$2,168,979.25**		

Effective September 13, 2012, this contract is hereby INCREASED by $362,548.00. See attached documents for a summary of changes made to this contract. Please also note that the buyer has been changed to Reid Sisson. Per vendor and agency agreement and the approval of both DTMB Procurement and the State Administrative Board on September 13, 2012.

Summary of Changes to Contract No. 071B0200162

1. Article 1, Section 1.202 is revised as follows:

1.202 State Staff, Roles, and Responsibilities

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a DTMB IT and Michigan Administrative Hearing System (MAHS; formerly SOAHR) Project Manager:

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

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

Name	Agency/Division	Title	Phone/e-mail
Peter Plummer	MAHS	Executive Director	
Mike Zimmer	MAHS	Deputy Director	

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

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

Name	Agency/Division	Title
Toby Pittman	DTMB (IT)	Project Manager
Paula Henige	MAHS	Project Manager

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.

Location of Work

Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

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

2. Section 2.022 is revised as follows:

2.022 Contract Compliance Inspector

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

Toby Pittman
Department of Technology, Management & Budget
7285 Parsons Drive
Dimondale MI 48821
Phone: (517)636.5428
PittmanT@michigan.gov

3. Section 2.023 is revised as follows:

2.023 Project Manager

Each individual Statement of Work will identify the Project Manager who will carry out the roles and responsibilities identified in Section 1.202 State Roles and Responsibilities.

4. Please see Attachment 1, a Statement of Work for a project for the Department of Licensing and Regulatory Affairs – Michigan Compensation Appellate Commission.

5. Please see Attachment 2, a Statement of Work that revises and replaces the Statement of Work executed as part of Contract Change Notice No. 1, a project for the Department of Education - Office of Special Education and Early Intervention Services.

Amendment to Contract #071B0200162
Michigan Compensation Appellate Commission
Statement of Work (SOW) for individual project

1.000 Project Identification

1.001 Project Request

The purpose of this Statement of Work is to provide Project Implementation Services, Software License and Subscription, and Enhancements, to implement the State's MyCaseload solution for the Michigan Compensation Appellate Commission hosted by the State of Michigan.

1.002 Background

The Commission currently provides contested case appellate services for parties that disagree with and appeal the decision issued regarding unemployment benefits. The goal of this effort is to implement new technology to enter, track, report on appeals, using workflow models to streamline the process.

1.100 Scope of Work and Deliverables

1.101 In Scope

The scope of this Contract includes tasks to complete requested deliverables and work products following the State Unified Information Technology Environment (SUITE), Systems Engineering Methodology (SEM). http://www.michigan.gov/suite

The following provides a high level overview of the in scope work required. Section 1.104 Work & Deliverables contains the detailed descriptions.

- Verification and Validation of Business Requirements with LARA and the Michigan Department of Technology Management and Budget (DTMB) Agency Services personnel in accordance with Business Operations
- Develop system architecture
- Software – web-based COTS package
- Services to install, integrate and implement the software including configuration, customization, modification, interfaces and testing
- Knowledge Transfer/Transition and Training for State Technical staff and Train-the trainer for 10 staff
- Documentation
- Maintenance and Support
- Enhancements for future system changes
- Provide Warranty for 90 calendar days after the full rollout implementation

1.102 Out Of Scope

- New software developing a Case Management System.
- Hardware
- Contractor Hosting - The State of Michigan will provide the infrastructure to host the system
- Data Conversion / Data Migration – This project will not include data conversion or migration. The SOM is going to maintain the existing legacy system until the cases that are currently on that system are closed. The legacy system and the new Case Management System will be running concurrently for some period of time.

1.103 Environment – Please refer to Article 1, Section 1.103 of the Contract.

1.104 Work And Deliverables

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for the implementation of the State's current Case Management System for MCAC, including configuration, customization, and interfaces/integration, per the Requirement Specifications (Attachment A).

Analysis of the Business Requirements – The Contractor shall:

b. Verify and validate the Requirement Specifications (Attachment A).

c. Clarify any unclear or ambiguous requirements which could have an impact on the implementation of the system. The requirements validation activities must include, but are not limited to:

i. Review and analysis of current business operations.

ii. Data requirements

iii. Network WAN, LAN, and telecommunications requirements

iv. Hardware and operating system requirements and technical specifications.

The Contractor shall commence the project no later than 14 calendar days from the execution of this SOW. The Contractor shall, in cooperation with DTMB, MAHS and Commission staff, provide nearly 100% of the services for implementation. The Contractor's Project Plan shall propose how to work with the DTMB and MAHS staff to accomplish these phases. The 90 day warranty period must commence immediately after the system is fully operational.

Contract Deliverable(s):

- Contractor shall submit a Detailed Project Plan within 14 calendar days of the Contract Orientation Meeting. See Section 1.301 Project Plan Management for detailed requirements on the Project Plan.
- Contractor will deliver a Detailed Business Requirements Document to the DTMB and MAHS Project Managers for review and approval.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

Assumptions:

- Project Orientation Meeting will be scheduled and held with appropriate DTMB, Commission and Caseload staff in attendance within 14 calendar days of the contract execution date.
- The mutually agreed upon timeframe for DTMB to review Document Deliverables will be defined during the Project Orientation Meeting for inclusion in the Detailed Project Plan.

IMPLEMENTATION AND TESTING

Prior to implementation, the Contractor shall be responsible for monitoring progress against a detailed Installation Plan to ensure that each task is completed accurately and on schedule. Contractor must also have a Communication Plan to provide status and escalate issues to the State Project Managers.

During the project, an Implementation Project Team (IPT) will be named with up to 6 SOM members representing both business and technical areas. The IPT will be trained on the basic system by the Contractor. The Contractor will then lead the IPT through exercises and interviews to establish a preliminary configuration of the software.

Contractor shall prepare a Testing Plan to ensure that the requirements are satisfied and to validate the results. All test errors must be corrected, implemented and tests re-executed in their entirety.

The State is responsible for User Acceptance Testing (UAT). The State will not accept the product and sign-off on implementation until such time as the State certifies successful completion of acceptance testing by the system.

Contractor shall provide support for the duration of the UAT. This support must include both business and technical assistance. The testing process will include the ability to provide for a complete test cycle. Contractor shall support the UAT by:

- Monitoring system performance.
- Investigating why data was not processed.
- Monitoring computer resource usage.
- Participating in problem review meetings.
- Investigating problems and identifying potential problems.
- Answering user questions about the system.
- Investigating and ensuring user access to the system in the UAT environment.
- Generally helping the users execute tests and review results.

Contractor shall, in cooperation with DTMB staff, test the backup and restore processes following application acceptance testing, to ensure that the system does function accurately and effectively.

At the completion of the project, Contractor will conduct a Review meeting with all relevant parties to discuss successful / unsuccessful aspects of the project phase. Contractor will document these discussions and develop a plan of action for each documented item.

INTEGRATION

The Contractor's Case Management System must interface to Microsoft Outlook for notifications and scheduling.

Contractor, in cooperation with DTMB and MAHS staff, shall coordinate activities, discuss status, resolve issues, coordinate implementation with training, plan the transition from the existing workflow to the new one, and provide onsite post-implementation help to resolve workflow and application issues.

WARRANTY

Contractor will provide a 90 calendar day warranty from the date the relevant application components are deployed in production environment. During the warranty period, contractor will correct any defective element of the application that fails to perform in accordance with the requirements as defined in the approved requirement specifications and associated technical design.

Contract Deliverables

- Installation and implementation to the COTS software
- Integration / Interface with the Microsoft Exchange Server
- Customization of the COTS as needed
- Test plan, scripts and results
- 90 days warranty

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

DOCUMENTATION

The Contractor shall produce and update technical documentation including system documentation (i.e., Operations Manual) and application programming interface (API) documentation. Final versions of these documents are due before implementation as well as at interim time periods as agreed upon by the Contractor and the State's Project Managers.

The Contractor must develop and submit for State' Project Managers approval complete, accurate, and timely system, operations, and user documentation. The Contractor must notify the State' Project Managers of any discrepancies or errors outlined in the system, operations, and user documentation.

Physical Data Model - The Contractor shall provide the State with the Physical Data Model represented in a series of letter-sized pages depicting the business and administration areas which are commonly used for reporting and data analysis. Each data model will identify tables, views, columns, and relationships.

Data Dictionary - The Contractor shall provide the State with a data dictionary of the database schema.

Contract Deliverable(s)

- User manuals – ten (10) hard copies and one (1) electronic copy.
- Technical manuals - One (1) hard copy and one (1) electronic copy of the following documentation shall be provided:
  - Data Dictionary
  - Operations Manual
  - Physical Data Model
- All updates of documentation during the term of the Contract, software license and maintenance agreement

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

KNOWLEDGE TRANSFER/TRANSITION AND IMPLEMENTATION

Contractor shall train the DTMB staff to take over routine support for application software. The Contractor must implement the turnover process, consistent with the approved Turnover Plan.

Throughout the project, the Contractor will provide a series of monthly progress reports on the activities, issues, and progress in knowledge transfer for the DTMB employees.

Contractor shall prepare and submit a Turnover Plan due no later than 90 calendar days prior to the final Statewide Implementation Date for the new system. The Turnover Plan should include:

- Responsibilities of the respective parties (MAHS Commission, DTMG and Contractor) for each system area.
- Proposed transition schedule to State staff.
- Level of resources required after transition.
- Backup plan for any failed transfers.
- Proposal for Contractor maintenance after the Transition Phase is complete.
- Training for DTMB Client Service Center (Help Desk) staff based on the Help Desk processes and scripts.
- Complete training and operations testing for State business users.
- Review all aspects of system operations with State managers to assure State resources are prepared for initial operations.

This implementation will begin with an updated Turnover Plan to the State confirming the steps and requisite responsibilities for transferring the daily business operation to State staff.

Contractor must submit a Final Turnover Report to the State's Project Managers 60 calendar days prior to the termination of the Transition Phase for the new system. The Final Turnover Report should include:

- Training provided to each business area.
- Any risks and proposed remediation for continued operation of the business areas after the Transition Phase.
- Level of State business resources required after transition.
- Describe the successes and any deficiencies in State operation of the system during the Transition Phase.

The Contractor will file a summary Knowledge Transfer Report no later than 60 calendar days prior to the termination of the Transition Phase describing the knowledge transfer process, the accomplishments, and any obstacles to DTMB's assumption of full responsibility for the system at the termination of the Transition Phase. The content should include:

- Training provided to each technical area.
- Any necessary corrective action or remediation taken.
- Risks in State assumption of operation.

Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code.

Updated Documentation - The Contractor will update any documentation that has been previously created by the Contractor to reflect the updated and enhanced functionality of the application/system. The Contractor will provide updated versions of all systems, user, training, and operations documentation prior to the implementation date. Documentation must meet all requirements of the approved Documentation Standards Plan and be provided in electronic and hard copy, if requested by State. Documentation includes:

- Complete system documentation.
- User manuals (administrator and authorized user).
- Training manuals.
- Glossary
- Updates to the Help Desk Guide to reflect new functionality as it is released.
- All operations procedures not covered in a user manual and requested by the State.

Other Transition Activities –

- The Contractor's technical staff provides application software maintenance and automated file transfers, as defined in the Turnover Plan and agreed upon by the Project Managers.
- The Contractor's technical staff performs software enhancements and configuration changes pursuant to approved change orders from the State.
- The Contractor's technical staff provides any formal training and "Hands-On" experience in the transfer system software
- Technical training for State individuals who will be working with the services contractor to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.

- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.

Deliverables:

- Updated Turnover Plan
- Final Turnover Report
- Knowledge Transfer Report
- Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code.
- Updated Documentation

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

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

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

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

Key Personnel - Project Manager & Technical Lead

All Key Personnel are subject to the State's interview and approval including substitutions. The State has identified the *Project Manager and Technical Lead* as key personnel for this project. The *Project Manager* shall interact with the designated personnel to ensure a smooth transition to the new system. The *Project Manager and Technical Lead* must coordinate all activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's *Project Manager and Technical Lead* responsibilities include, at a minimum:

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

- Manage and report on the project's budget

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

The Contractor must provide and maintain an Organizational Chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work (Attachment 3).

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

Travel Expenses - No travel or expenses will be reimbursed. This includes hotel, mileage, meals, parking, and travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

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

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

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

1.202 State Staff, Roles, and Responsibilities

The State project team will consist of a DTMB and MAHS Project Manager, as well as a MCAC Subject Matter Expert:

Name	Agency/Division	Title	Phone/e-mail
Michael Zimmer	LARA/MAHS	Executive Director	517-272-3286
Paula Henige	MAHS	Business Project Manager	313-456-2711
Toby Pittman	DTMB	Technical Project Manager	517-636-5428
Mark Long	Appellate Commission	Subject Matter Expert	517-241-2056

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

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

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.

The Contractor may use these resources without cost to the Contractor to produce, print, and reproduce training materials and documentation related to the project.

Location of Work
Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

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

1.300 Project Plan

1.301 Project Plan Management

Project Plan
Contractor shall provide a Project Plan created with Microsoft Project including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State. In particular, the Project Plan will provide:

- A description of the deliverables to be provided under this contract.
- Target dates and critical paths for the deliverables.
- Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
- A schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
- The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
- Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables).
- Anticipated start dates for future tasks, subtasks, and activities.
- Anticipated end dates for all current and future tasks, subtasks, and activities.
- Internal milestones
- Task durations
- Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan.

The Project Plan shall include the following deliverable/milestones for which payment shall be made.

- Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
- Failure to provide deliverable/milestone by the identified scheduled date may be subject to liquidated damages.

Orientation Meeting
Within 14 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at

a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings
The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control
The Contractor will carry out this project under the direction and control of DTMB and the Commission. Within 14 calendar days of the Contract Orientation Meeting, the Contractor will submit the project plan to the State Project Manager(s) for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display showing each event, task and decision point in the WBS.

The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Contractor may use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. Under this fixed-price contract, the Contractor may choose to share this information with the SOM.

1.302 Reports

Reporting formats must be submitted to the State's Project Managers for approval within 10 to 14 business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow until the final implementation is complete and the warranty period has expired.

Monthly Project Status to include:

- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control

1.400 Project Management – Please refer to Article 1, Section 1.400 of the Contract

1.500 Acceptance

1.501 Criteria

The following is standard acceptance criteria for document and software deliverables. Any specific criteria, processes and/or procedures required by the agency for each deliverable/milestone should be identified in Section 1.104 Work and Deliverables.

Document Deliverables

1. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.

2. Requirements documents are subject to change control, reviewed and updated in accordance with change management processes throughout the development process to assure approved requirements are delivered in the final product.

3. Draft documents are not accepted as final deliverables.

4. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.

5. DTMB will review documents within a mutually agreed upon timeframe.

    a. Approvals will be written and signed by DTMB Project Manager.

    b. Issues will be documented and submitted to the Contractor.

    c. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

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

1. Beta software is not accepted as final deliverable.

2. The software will be reviewed and accepted in accordance with the requirements of the contract.

3. DTMB will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.

    a. Approvals will be written and signed by DTMB Project Manager.

    b. Unacceptable issues will be documented and submitted to the Contractor.

    c. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.

4. Software is installed and configured, with assistance from DTMB, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).

5. Contingency plans, de- installation procedures, and software are provided by the Contractor and approved by DTMB Project Manager.

6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).

7. Testing will demonstrate the system's compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:

a. Functional - the capabilities of the system with respect to the functions and features described in the RFP.

b. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.

8. DTMB will review test software, data, and results within a mutually agreed upon timeframe.

    a. Approvals will be written and signed by DTMB Project Manager.

    b. Unacceptable issues will be documented and submitted to the Contractor.

    c. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.

9. DTMB will review software license agreements within a mutually agreed upon timeframe.

    a. Approvals will be written and signed by DTMB Project Manager.

    b. Unacceptable issues will be documented and submitted to the Contractor.

    c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by the authorized State signatory within 30 days of receipt

10. Software source code work made for hire by the State, where applicable, is reviewed by DTMB within a mutually agreed upon timeframe for readability, structure, and configuration management.

    a. Approvals will be written and signed by DTMB Project Manager.

    b. Unacceptable issues will be documented and submitted to the Contractor.

    c. After issues are resolved or waived, the Contractor will resubmit source code for approval.

1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 Compensation and Payment

Price Clause: Firm-Fixed-price deliverable basis Contract. See attached Price Tables.

Please refer to Article 1, Section 1.601 of the Contract for all other relevant terms and conditions regarding Compensation and Payment.

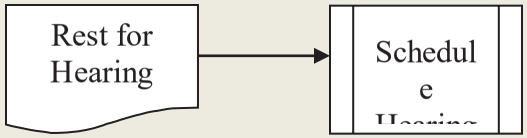
Attachment A – MCAC Requirement Specifications

Legend:
M/O = Mandatory or Optional
Yes w/ Mod = Yes with Modifications

REQ Response Options:

A. Currently provided as a standard feature
B. Not currently provided but is a planned enhancement or will be added at no additional cost and will be supported in future releases
C. Not currently provided but will be added at the additional cost detailed in the cost proposal and will require additional cost to transfer to future releases
D. Not currently provided but will be added at the additional cost detailed in the cost proposal and will be supported in future releases at no additional cost
E. Not supportable

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
1	The system must be a web based system accessible by all MAHS users with proper security privileges via the State of Michigan Intranet.	M	✓			A	myCaseLoad is a web-based system compatible with the Internet Explorer web browser and accessible from an intranet network. Users authenticated by the Michigan network and granted security privileges will gain access to myCaseLoad.
2	Each appeal must include Case Type, and Agency Case Identifier if one exists.	M	✓			A	These will be the minimum data requirements to request a hearing.
3	The system must be able to assign a MAHS Unique Identifier (Docket Number) to the case.	M	✓			A	The number generator in myCaseLoad is very flexible and will be able to generate a unique identifier (e.g. 2009-123). The format can be consistent or specific to an agency or individual case types. An extended number can also be configured to include extra information such as county, agency code, or hearing type. This is often appreciated by ALJs and others who can get a snapshot of the case from a single identifier.
4	The system must support flexible search criteria when searching for cases with a Unique Identifier as well as Agency Unique Case Identifier, Claimant Name and Case Type If the Agency Unique Case Identifier is already in the system a warning	M	✓			A	myCaseLoad provides many search screens to allow users to find their data from different avenues. For example, you can search for cases by number, party information, attorney name, issues, scheduled events, documents on file, completed tasks, etc. See the print screen in Appendix A labeled **Error! Reference source not found.**.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	should be given to the users.						When entering an agency case number, myCaseLoad will tell the user if a duplicate number exists for the agency.
5	The system must be able to route an appeal to the proper staff (clerical, attorneys, Commission Members, etc), based on Case Type, through the work flow processes.	M	✓			A	An administrator can choose to define separate workflow timelines for each agency case type or a group of case types. Each individual timeline can indicate a specific Scheduler.  When a Request for Hearing document is entered, the proper Scheduler will be automatically assigned to the scheduling task(s).
6	Status of each Case Management process must be viewable in a status screen within the application. (scheduled hearing, not scheduled, hearing held, etc)	M	✓			A	Every time a case hits a milestone and the case status is updated, myCaseLoad will record the status and the effective date of the change. This gives each user a historical snapshot on the current case. The case status history is also a valuable source of information when reporting on key performance indicators. See the print screen in Appendix A labeled **Error! Reference source not found.**.
7	Using a scheduling tool, the system must be able to electronically assign a panel, or other MCAC staff to a case.	M	✓			A	myCaseLoad provides scheduling and calendaring functions for an unlimited number of resources including ALJs, specific hearing rooms, security, scribes. A claimant can specify any special needs (e.g. language interpreter, wheelchair access) they may have. When the Scheduler sets the hearing date, they will be reminded of the special need.
8	The system must be able to generate various case status templates based on Agency and Case Type and status.	M	✓			A	Notices of Hearing are prepared on the server from a user-defined Word template. The template can be defined for a single agency/case type.

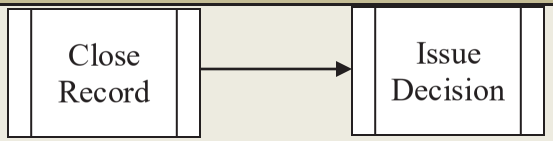
#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							A generalized approach can also be taken in which a single template is used but the agency/case type specific paragraphs are pulled from the database. This is the preferred method to reduce template maintenance effort.
9	Non MAHS agency personnel must be able to access a status screen on a read only basis.	M		✓		B	A separate website will be established to provide read only access to case data for Non-MAHS agency personnel. This is referred to as the "**Error! Reference source not found.**" in the Baseline System section above.
1	The system must keep a reportable log of all transactions as they occur for each docket number.	M	✓			A	Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier. The System Administrator can determine which areas of the system should be audited. Additionally, we encourage users to enter a short note when making entries. This is an optional step, but it has been found helpful to subsequent users looking at the modified record.
1	All templates, for Orders, Decisions, Notices, etc. should be pre-populated with appropriate information.	M	✓			A	User-defined Microsoft Word templates are used in the preparation of orders, decisions, letters, etc. Each template includes hard-coded text, images, and formatting as well as data fields which will be populated from the database when the document is generated. The template writer can also assist the end-user by bookmarking areas of the document with questions which will require responses. myCaseLoad will scan the template for these bookmarks and request an answer for each of the bookmarked questions from the end user. Once the document has been pre-populated with appropriate information, the document will be streamed to the end-user to complete.
1	The system must be able to print documentation such as, default orders to a selected system printer available	M	✓			A	Once a user has generated a document (e.g. default order) they can select a system printer to send the completed document.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	to users.						
1	MAHS users must be able to enter results and progress of the cases into the system.	M	✓			A	The event (e.g. hearing, motion, reconsideration hearing, etc.) result is entered as a result type with result effective date and subject text. The subject text is a narrative which can be defaulted based upon the result type and modified by the end-user. The result date may occur before the event date when the event is cancelled or a continuance is granted.
1	The system must be able to attach electronic files/documents to a case.	M	✓			A	One or more electronic files (e.g. decisions, exhibits, digital recordings, images) can be attached to a document entry. A document with attachments will appear with a paperclip icon on the Document List. A case can have an unlimited number of documents. See the print screen in Appendix A labeled **Error! Reference source not found.**.
1	The system must record compliance with timelines and notify users of action(s) required. For example case assigned to a panel, but orders have yet to be issued.	M	✓			A	When an action is performed in myCaseLoad, the workflow engine can create one or more tasks for completion based upon the timelines defined for the agency and case type. The task(s) will have a due date automatically calculated based upon legislated timelines or internal best practices. If the task is not completed by the calculated (or extended) due date, myCaseLoad will generate reminder email message(s) with user-definable text and recipients.
1	The system must allow the user to close the request into a close status without losing information pertinent to the case.	M	✓			A	No information is lost when closing a case. If the case is later re-opened, even the original disposition information will be retained.
1	The system must support amendments to documents	M	✓			A	Amended documents are handled by myCaseLoad clients by defining a separate "amended" document types (e.g Amended Final Order and Decision) and recording a note on the original document that it has been amended.
1	The system must support the scheduling of adjournments to	M	✓			A	Once the hearing result has been entered (e.g. cancelled, adjourned, postponed) the Scheduler can book a future

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	hearings.						hearing date.
1	The system must be able to interface with Microsoft Outlook.	M	✓			A	There are multiple interface points between myCaseLoad and Outlook. A user can expect to receive information in their Outlook inbox from the following processes: • They requested a report based upon a schedule (e.g. monthly statistical report) • They received a reminder of an overdue task assigned to them or their staff • They received an automatically generated document (e.g. default order, scheduling notice, etc.) when they made an "action" entry (e.g. activity, document, assignment, etc.) in myCaseLoad
2	The system should be able to accomplish bi-directional synchronization with Microsoft Outlook in regards to notifications of delinquent items.	M	✓			A	This is provided by the Microsoft Exchange Interface detailed in the proposal section labeled **Error! Reference source not found.**.
2	The system must allow for re-prints to all documents	M	✓			A	When a document is generated and further editing is not required (e.g. notices), it can be automatically attached to the case in a publishable format (e.g. Acrobat PDF). If the document requires further editing (e.g. decisions), they can be generated, completed off line, and then uploaded to the case. Either way, the actual document that was sent out is attached to the case, so viewing or re-printing the document is possible. It does not have to be re-generated.
2	The system must be able to affix electronic signatures to the generated order/decision.	O	✓			A	The System Administrator can upload one scanned signature per resource (e.g. ALJ). The signature can be affixed to a generated document (e.g. order, decision) provided the user has been granted security privileges.
2	The system must support the ability	M	✓			A	Events can be scheduled after the hearing event has

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	to schedule a post hearing event.						concluded (e.g. a Reconsideration Hearing in the same case) or the case has been closed. See the print screen in Appendix A labeled **Error! Reference source not found.**.
2	The system must support the ability to close the case file which is based on Agency and Case Type.	M	✓			A	Based upon Appendix 2 (i.e. To Be Process), MAHS needs to be able to retain or return the case file based upon the agency (e.g. DHS, DCH). The workflow process can be tailored to a specific agency or case type.
2	The system must support the reopening of a docket for remand, rehearing or reconsideration	M	✓			A	When a closed case is remanded, the Wizard Engine will ask the user for the case number, create a new case, relate the two cases, and copy parties over to the new case.
2	The system must provide system administration access for designated MAHS staff.	M	✓			A	Users are assigned to one or more Security Roles. A Security Role is assigned the Application Right to perform administration tasks.
2	The System Administrator must be able to add and delete users.	M	✓			A	The System Administrator can add, maintain and inactivate users. Users are not deleted from the system, since they are still connected to their notes, audit trail and other tables. The inactive user's network id can be removed by the Network Administrator.
2	The system must allow the System Administrator to establish role based security.	M	✓			A	Users are assigned to one or more Security Roles. Privileges are assigned to Security Roles. A user's rights are considered the sum of the rights of their Security Roles.
2	The system must be able to record and report on transaction audit trails. For example, log what a user changed and when the change was made.	M	✓			A	Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier. The System Administrator can determine which areas of the system should be audited.
3	The system must require user name and password for login and conform to the State of Michigan login	M	✓			A	myCaseLoad uses Active Directory to authenticate all users. When a user logs into the State of Michigan network or SSO system, they will not need to login again.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	security standards.						
3	The system must provide an automated password recovery process.	M	N/A			A	Not Applicable: myCaseLoad does not store user passwords. We will follow the State of Michigan login security standards. When a user logs into the State of Michigan network or SSO system, they will not need to login again.
3	The system must allow for System Administrator to run administrative reports.	M	✓			A	Each report can have its own security profile. The System Administrator(s) can be configured to run the administrative reports.
3	The system must be able to generate ad-hoc reports, with a user supported interface that allows flexible selection criteria.	M	✓			A	Ad hoc reports are created via the Report Builder tool which can be accessed from the myCaseLoad main menu.
3	The system must have a user configurable work-flow process.	M	✓			A	The myCaseLoad solution uses the Workflow Designer tool to graphically model processes. The models are grouped together into "Timelines" and assigned to one or more agency case types.
3	The system must be able to track and generate reminders. (due dates, tasks, statutory limitations of cases and other timeline standards for events.)	M	✓			A	When an action is performed (e.g. document is filed), the workflow engine can automatically create one or more tasks with calculated due dates. If the task is delinquent, a reminder email can be generated and sent to the resource responsible for the task completion (or someone else).
3	The system must be able to generate a case certification of records from a list of templates .	M	✓			A	When a document template is chosen for preparation of a certificate or record, the choice of templates will be filtered by case type.
3	The system must allow users to run pre-defined role based reports.	M	✓			A	Each user will belong to one or more network roles (e.g. myCaseLoad Admin, MAHS DHS User). The access level of each report can be configured based upon these roles. A user will only be able to access the reports they are able to run.
3	The system must allow time tracking between close of record and decision issuance.	M	✓			A	When the record is closed, the workflow engine will create a task named "Issue Decision" with a target due date calculated as X days from the date of closure.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							 When the decision is issued, the completion date will be recorded automatically.
3	The system must allow for time tracking between all events based on Case Type. For example, time limits on scheduling	O	✓			A	The workflow engine will create tasks when actions are performed in myCaseLoad. The tasks are created based upon the time limits specified for each case type.
4	System needs to support 50 users, approximately 20 concurrent, located In Lansing. Of the 50 users, most will be create, read, update and delete users and the remaining balance will be read only.	M	✓			A	myCaseLoad can support over 200 users including 50 concurrent users. Each user can be related to a specific office across the State. The myCaseLoad licensing model differentiates users who require full data rights versus query (or read only) rights.
4	Two electronic copies of Technical Manuals	M		✓		B	The CaseLoad "technical manuals" need some work and will be expanded to include: • Setup and Admin Guide for Internet Information Server (IIS) • Admin Guide for Reporting Services • Admin Guide for SQL Server • Configuration Guide for Delinquency Notice Check application • Web Service Reference Guide (API) These materials will be prepared and two electronic copies will be provided.
4	Two electronic copies of Data Element Dictionary	M	✓			A	The data dictionary is supplied with the installed software. It is a series of hyperlinked web pages.
4	Two electronic copies of Operations	M	✓			A	CaseLoad will supply two electronic copies of our

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	Manual						Application Administrator Guide.
4	Vendor to provide updates of documentation during the term of the contract, software license and maintenance agreement	M	✓			A	CaseLoad will provide updates of documentation during the term of the contract. They will also provide a software license and maintenance agreement.
4	When a document is generated for mailing, the system must have the ability to generate mailing labels, a cover sheet or both to the parties in the case.	M	✓			A	The labels and or cover sheet are templates easily generated.
4	The system must include work management functionality to allow state authorized users to pull pending work from lists and to monitor for upcoming due dates.	M	✓				The system will have the ability to run reports to list cases by due dates, etc.
4	The Vendor needs to provide "train the trainer" training - Class room training at one location for up to 10 people	M	✓			A	CaseLoad will provide "train the trainer" training for up to 10 people at one location. The training may be conducted as two groups of students. Any JAD sessions will include all 10 representatives.
4	The system must allow authorized state users to track file location via the following data elements: • File location • Date of location change • Person who changed the location • Person intended to receive the file (if any)	M	✓			A	This information is maintained, stored and able to be tracked.
4	The system must allow for batch printing of documents, including envelopes and labels.		✓			B	Templates can be batch printed.
5	The system must allow the authorized user to update state and	M	✓			A	Authorized users are able to perform updates.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	status of a case, even when the case is marked as closed.						

Michigan Compensation Appellate Commission Price Quote

Summary	
Description	Total
Project Implementation Services	$180,470.00
Software Licenses	$52,000.00
Software Subscription	$10,920.00
Optional Software Customizations	$15,500.00
Total	**$258,890.00**

Assumptions:

- No Data conversion is required
- Train the trainer methodology used for end user training
- No Reports creation required by CaseLoad services
- Includes up to 3 days training on report creation, 3 days on workflow designer, 2 days on mail merge template creation. For up to 3 people each.
- Includes all travel and expenses
- All license fees are due upon contract signing
- Does not include applicable taxes
- Above totals include all software required for MCAC standalone instance of myCaseLoad
- Does not include any hardware required

Software and Subscription Summary

License Costs				
License Costs	Unit Description	Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module	Organization	30,000	1	30,000.00
Workflow Designer	Named User	3,000	1	3,000.00
File Tracking Module	Organization	5,000	1	5,000.00
Full Text Search Module	Organization	4,000	1	4,000.00
Community Website Module	Named User	10,000	1	10,000.00
			Licenses Total:	**$52,000.00**

Subscription Fees

Subscription Fees		Unit Price ($)	Quantity	Total ($)
myCaseLoad Base Module		6,300	1	6,300.00
Workflow Designer		630	1	630.00
File Tracking Module		1,050	1	1,050.00
Full Text Search Module		840	1	840.00
Community Website Module		2,100	1	2,100.00
			Subscription Total:	**$10,920.00**

Note: Only File Tracking is required if implemented on MAHS instance of myCaseLoad

Customization Summary

#	Customization Description	Ref #	Net Cost
1	The system must include work management functionality to allow state authorized users to pull pending work from lists and to monitor for upcoming due dates.	46	0
2	Allow the File Tracking Module to record the file movement using a bar code reader. When a bar code is read from the file folder/jacket, the file tracking module will display the file movement screen for the user who is logged into myCaseLoad. There are two ways to identify the destination for the file. The first option is for the user to choose the location from a picklist on the myCaseLoad screen. The second option is to prepare a page of bar codes identifying the possible destinations. The user would simply scan the destination after scanning the file folder. Unless a comment needs to be added, the file movement would be complete and the next file folder can be scanned. The client will be responsible for purchasing the reader/scanner(s) and bar code fonts.	49	11,500
3	The system must allow for batch printing of documents, including envelopes and labels. This is an option that is being produced for MITAT and will only need to be adjusted slightly to meet MCAC needs.	50	4,000
		Total	15,500

Article 1 – Statement of Work (SOW)

1.000 Project Identification

This is a revision to the Statement of Work agreed between the State of Michigan and the Contractor, per Contract Change Notice No. 1, executed September 16, 2011. The terms of this Statement of Work replace those of Change Notice No. 1.

Costs identified in the Appendix C – Cost Table are in addition to costs identified in Contract Change Notice No. 1.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Project Management
- Verification of Business Requirements
- Design of modifications to the COTS and interfaces
- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
    - Load system into production
    - Configuration
    - Interfaces to other systems
    - Verification of the system in production
        - Including backup
        - Including business recovery
- Training
- Knowledge Transfer and Transition
- Documentation
- Hardware, software and communications
- Reserve bank of hours for future enhancements driven by users or legislation
- Ability to build data about prior events
    - For example, the federal reporting year is July 1 through June 30. If the system does not go live on July 1, then any records for that "federal reporting year" can be created. This would enable the system to produce, for example, annual reports.
    - For example, if the State so chooses, data from prior federal reporting years could also be created. The current federal reporting process began in July 2009, so this build could go back to that date and forward for each year.
-

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

1.102 OUT OF SCOPE

This project does not include:

- The State of Michigan will not consider any proposal that includes the custom development of a new system.
- The SOM will also not consider any proposal for management consulting or re-engineering of the processes for the purpose of adapting the SOM processes to better fit a proposed system. The SOM is seeking an existing system that will match its existing processes or can be configured to match its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State of Michigan environment.
- This project will not include data conversion or migration. However, as noted earlier (in scope section above) we may build data to reflect activity prior to go live of this solution to enable full "federal reporting year" data to reside in a single database.
- The project will not include a mechanism to access legacy data.

- This project will not include detailed requirements definition. Said effort was already undertaken as reflected in the content of Appendix A, B and C.

Of course, any item herein could be brought back into scope through the change management process but for purposes of this bid should not be included.

-

1.104 WORK AND DELIVERABLE

- **I. Services and Deliverables To Be Provided** -

The Contractor will provide the staff and tools to provide the deliverables and services to implement a modified COTS solution including configuration, customization and interfaces with other systems.

These deliverables are not all inclusive. Contractors may propose other deliverables.

In developing your response to all sections within 1.104 (1), (A) through (N), inclusive, the Contractor will document how they will handle the activities listed below. The Contractor will also clearly identify expectations by role of both State personnel and Contractor personnel.

A. Initiation and Planning

- The Contractor will perform Initiation and Planning activities including but not limited to the following:

1. Conduct of a project kick-off/orientation meeting
2. Creation of the Project Plan including its associated sub-plans
3. Creation of a detailed Work Breakdown Structure (WBS) and Project Schedule (with dependencies, resource assignments and using MS Project or other pre-approved alternative)
    a. Tasks should have no more than two week duration.
        i. Deliverables and summary tasks, of course, take what they take to complete
        ii. Tasks should minimize assigning multiple resources to a task to avoid confusion how much time a resource has to complete their assigned work.
    b. A Milestone will clearly identify “go live” date
    c. A Milestone will clearly identify the completion date of hardware installed and ready to support testing on a similar/same system as will be used in production
4. Inclusion in the schedule including
    a. Dates when deliverables are submitted to State for review and
    b. Dates when deliverable approval is expected
5. See sections 1.300 and 1.400 for additional details.

Deliverables

- Project Plan (and its associated sub-plans, each in its own document)
    - Change Management Plan
    - Communications Plan
    - Quality Plan
    - Procurement Plan
    - Resource Plan
    - Risk Management Plan
    - Security Assessment and Plan
    - Initial Test Plan
    - Initial Implementation Plan
- Work Breakdown Structure
    - Project Schedule

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

B. Business Requirements

- The Contractor will perform Requirements activities including but not limited to the following:

1. Verification, not identification, of requirements (found in Appendix A and B).
2. Verification of use cases and associated work flows. These were provided with the original request for bid from the SOM.
    a. MDE-MDCS Use Cases V3.0 Final.Doc
    b. MDE-MDCS Due Process To Be v3.0 Final.pdf
    c. MDE-MDCS State Complaints To Be v3.0 Final.pdf

d. MDE-MDCS Mediation To Be v3.0 Final.pdf

3. Verification of the aforementioned documents should occur in a relatively short elapsed period (we believe no more than 4 weeks) unless Contractor can justify the additional time (and associated impact to schedule and cost).
4. Update, as/if required, Requirements Specification, Requirements Traceability Matrix, Business Workflows and Use Cases.
    a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts "as is"
    b. If the documents are modified even with clarifications, the Contractor will resubmit to MDE and MDTMB approval.
        i. If possible, to facilitate review, the Contractor will clearly identify changes from the initial version.
    c. If modifications are made that are considered additional work, any impact to schedule or cost must also be documented and submitted for approval through the change management process.
        i. No further work (design, etc) on these proposed changes may occur until written approval is received.
        ii. However, the Contractor may proceed with work (design, etc) for requirements accepted "as is."
        iii. And the Contractor may proceed with work (design, etc) for "clarifications that did not adjust scope" and ergo have no schedule or cost impact once the modified documents are approved.

Deliverable(s)

- Updated Documentation, as required or "As Is" Acceptance
    - Updated Requirements Specification
    - Updated Requirements Traceability Matrix
    - Updated Business Work Flow document
    - Updated Use Cases

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

C. Hardware

The Contractor will perform Hardware activities including but not limited to the following:

1. Identification of all hardware to support an effective operation of modified COTS solution and includes:
    a. LAN hardware
    b. Server(s) – such as application, web, database, reporting, web services
    c. Printer(s)
    d. Peripheral(s)
    e. Storage hardware
    f. Etc.

-

Since MDSC is going to share the instance with SOAHR then there would be no need for additional software or hardware as they would be running on existing SOAHR hardware.

Deliverable(s)

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

D. Software

The Contractor will perform Software activities including but not limited to the following:

1. The Contractor will provide Commercial-Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendices A and B.
2. Identification of all software components of the baseline COTS solution
    a List of modules in recommended solution. This list must be fully consistent with the list of modules included in the Cost Proposal.
3. Verification that the COTS solutions will use Windows standards for common functions including, but not limited to, navigation, printing, etc.

4. Identification of the infrastructure requirements for the software proposed. For example, the database, and operating systems (including versions) required for maximum effectiveness of the software.
5. Description of the proposed architecture, technology standards, and programming environment.
6. Identification of abilities (or limitations) as to reporting capability including HTML, Excel, Text, PDF, etc.
7. Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.
8. Indicate if there are any differences in the software list if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

Deliverable(s)

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

E. Application Design

The Contractor will perform Application Design activities including but not limited to the following:

1. The Contractor will provide from the existing COTS solution
    a. List and layout of existing screens/pages
    b. List and layout of existing reports
2. The Contractor approach to creation of a technical design document and approval of the following:
    a. Modification or creation of modules to handle requirements
    b. Mock up of new or modified screens/pages
    c. Mock up of new or modified reports
3. The Contractor approach to providing interfaces (as identified below) on a real time basis
4. The Contractor updating the Requirements Traceability Document (RTM). The RTM provides evidence that all requirements from the Requirements Phase – 1.104 (1) (B) – are included. This will cover the completion of the column marked “Design Specifications”, where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

The Contractor must provide appropriate system interfaces/integration to the following applications:

- Name of Application: EEM (Educational Entity Master)
    - Definition: The EEM is the State of Michigan's database of school directory information for public and registered non-public educational entities. It is the single source repository for all official identification numbers and contact information for the educational systems in Michigan. It is the foundation for linking all CEPI data applications and Michigan Department of Education data collections. These data collections rely on the status (open-active, closed) and the coding for each of several entity types denoted in the EEM. The data maintained in the EEM are used for mandated data submissions to the state and federal government and are critical to fulfilling the requirements of the Elementary and Secondary Education Act (ESEA) and Michigan's school accreditation
    - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan URL: www.michigan.gov/eem
    - Source: The source data is in Microsoft SQL Server 2008. The EEM contains approximately 7300 entities with approximately 80 data characteristics. Entities are uniquely identified by an Entity ID. Each entity has an entity type and one to many relationships with other entity types.
    - Data systems required to consume source EEM data have the following options:
        1. Web Services
            a. EEM.SystemInterface.EntitySearch.asmx is the webservice for the external systems to access the EEM Entity types, Relationships, Entity Searches, and Entity Characteristics.
                i. A profile token is required to access
                ii. Multiple searches are available; or custom search can be created
                iii. Results are returned as an XML string
                iv. EEM uses SOAP as transmission protocol.
        2. Access to SQL views of the EEM database tables
            a. For systems not hosted at the State of Michigan, this requires approval for a Virtual Private Network (VPN) connection.
        3. Database extracts upon request
        4. Downloadable Data sets
            a. Excel format.

b. Data Set URL: https://cepi.state.mi.us/eem/PublicDatasets.aspx

5. Search Functions: Quick, Detailed, Historical, and Geographical.
    a. All search Results can be exported to Excel, PDF, XML, and CSV formats.
    b. Entity Search values can be filtered by characteristics and exported into XML format
6. Reports
    a. Reports are available in PDF, HTML, or Excel
        i. Not all reports are available in Excel

- Requirement: The new SES system must have a provision to import entity data.
- Sizing: Approximately 900 entities are utilized from the EEM.

- Name of application: Michigan Education Information System (MEIS)

- Definition: MEIS is a authentication system for internet applications for the Michigan Department of Education (MDE) and the Center for Educational Performance and Information (CEPI). The main objective of the MEIS authentication system is to identify the person as a credible account holder. MEIS does not provide authorization; that authority is granted in each individual application, as each application has unique criteria for the authorized roles in the system.
- Application Owner: Center for Education Performance and Information (CEPI), State of Michigan
- URL: www.michigan.gov/meispublic
- The proposed application must interface with MEIS and use the credentials from the MEIS authentication object to grant the appropriate access.

The Contractor requirements for the specific data elements and characteristics will be dependent based on the proposed solution

Deliverable(s)
List and layouts of existing reports and screens/pages
Updated technical design document including modules, pages and reports modified or created
Updated Data Dictionary
Updated Requirements Traceability Matrix

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Application Development

The Contractor will perform Application Development activities including but not limited to the following:

1. Development of additions or modifications to the COTS solution
2. Indicate if there are any differences in the development approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution
3. Creation of all interfaces to pull data in a “once a day, after hour batch process”
4. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked “Program Module.” The development effort will not be considered complete until the updated version of the Requirements Traceability Matrix is approved

Deliverable(s)

- Modified COTS software including interfaces
- Updated, as required, documentation of modules/pages and reports
- Updated, as required, Data Dictionary
- Updated Requirements Traceability Document

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

G. Testing

The Contractor will describe in their response their handling of Testing including but not limited to the following:

1. Creation of the Test Plan and schedule.
2. Creation of test cases that verify the functionality but also the capacity/performance to handle the expected load including peak demand.

3. Conduct of a “testing kick-off meeting” with appropriate SOM (MDE and DTMB) staff in order to orient SOM staff on the test methodology and schedule.
4. Creation of a test environment separate from production and training.
    a. Includes a complete data set to support the various test types.
    b. Test data will be “real data” (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production.
    c. Verification that the separate test environment is ready prior to the SOM Subject Matter Experts beginning their User Acceptance Testing. Ready includes:
        i. System loaded and “ready and able” to be used
        ii. User testers have access and able to access the system
            1. Authentication and authorization will be in place to ensure protection of data
        iii. Reloading system to test including UAT after defects corrected
        iv. Reloading test data as requested
5. Provision of a tool to log and report defects from all the various tests including UAT. Said tool will be easily accessible to the State to post defects, review activity and run reports.
6. Execution of testing:
    a. Unit Tests
    b. Integration Test
        i. This involves validating that all of the functions works in unison as the modules are developed.
    c. Functional Test
        i. This occurs in conjunction with integration testing.
        ii. This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports, and presenting the proper error messages to the user.
    d. Performance and Stress Test
        i. This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
        ii. Performance testing involves the responsiveness of the system, <u>in an environment equivalent to production</u>.
            1. Production like environment at the SOM is provided in the QA environment
            2. The State will provide Vantage. The MDTMB will execute this test.
        iii. Stress testing involves measuring how the application will perform, <u>in an environment equivalent to production</u>, in response to increasing demand by simulating the following: (1) increasing the number of users, (2) increasing the complexity of the tasks which the users are performing, and (3) increasing the number of tasks the users perform. The final load test needs to demonstrate the ability to handle expected peak demand.
            1. Production like environment at the SOM is provided in the QA environment
            2. Will utilize Visual Studio 2010.
        iv. Performance and Stress Test results will be documented no less than weekly and any concerns identified with corresponding recommendations to correct or improve.
        v. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
    e. System Test
        i. This involves validating that all of the functions work in unison.
        ii. Stress testing involves measuring how the application will perform, <u>in an environment equivalent to production</u>
            1. Production like environment at the SOM is provided in the QA environment
        iii. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
    f. All errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, will be corrected before the system is turned over to the State for User Acceptance Testing.
        i. Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
        ii. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
7. During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
    a. System performance

b. Computer resource usage

8. Though the State will perform User Acceptance Testing, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documentation of defects during User Acceptance Testing
    a. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of User Acceptance Testing
        i. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
9. Creation of a test results report which records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution).
10. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the testing to validate they perform as expected. This will cover the completion of the column marked "Test Case", where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.
11. Indicate if there are any differences in the testing approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution
    a. This includes handling of a unique testing environment
    b. This includes handling of performance and load/stress testing

Deliverable(s) for Testing:

- Updated Test Plan
- Test Cases/Scripts
- Implementation of defect tracking tool
- Completion of tests as defined above
- Correction of defects (unless so excluded in writing by DTMB Project Manager)
- Test Result Report (after completion Performance/Stress Test, System Test and UAT)
- Creation of Test Environment including data
- Test Environment Verification
- Updated Requirement Traceability Matrix

H. Implementation

- The Contractor will perform Implementation activities including but not limited to the following:

1. Implementation of a test system, training system, QA system and production system for the State-hosted system
    a. Verification the system, at each level, is ready to be used
2. A warranty period of 90 days. The system is not considered under "maintenance and support" until passage of the predefined time and closure of issues as identified by users or through Contractor conducted monitoring of the system
    a. Direct troubleshooting, as/if necessary, to define root cause of problems, recommend solutions and secure correction
    b. Provide weekly report on system performance including identification of problems/concerns as well as recommendations to address said issues
3. The Contractor will:
    a. Update the Implementation Plan
    b. Create of an installation guide
    c. Create of a checklist of installation activities (that can be used repeatedly as/if required)
    d. Provide support to DTMB in regards to all product related installations.
    e. Validate that the system is installed and ready for use
        - Will validate the installation guide and checklist and modify as/if required
    f. Monitor system performance
        - Usage
        - Identification of spikes
        - Identification of long running processes
        - Resolve issues as defined through users or monitoring of system performance
4. Indicate if there are any differences in the implementation if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution. After all, it is possible the solution will be installed at SOAHR prior to our installation for MDSC.

Deliverable(s) for Implementation:

- Updated Implementation Plan
- Installation Guide including Checklist

- Implemented system
- Management Reports including
    - Weekly Performance Log through the warranty support period
- Completion of the warranty period
- Resolution of issues during the warranty period from users and through monitoring of system performance

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

I. Training

- The Contractor will perform Training activities including but not limited to the following:

1. This set of activities results providing the knowledge for users are able to perform their intended responsibilities with MDSC.
2. Training also provides knowledge so any support functions performed by DTMB (as define to include, but not limited to, Sections J and K below) can perform their responsibilities.
3. The Training Plan should be completed and approved no later than the start of the construction effort and training sessions must completed before MDSC goes into production.
4. Training material must be in a state supported tool that permits modification (such as Word, Power Point, etc).
    a. An initial session will "test" the effectiveness of the material through user feedback and
    b. The training material will be adjusted as necessary
    c. Training material (including anything on-line) can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
5. Training will occur in a training system, separate from production and separate from testing.
6. Training will include:
    a. For MDSC staff
        i. Preferably class training
            1. An individual (as listed below) may perform more than one role or same role across one or all approach.

Role	Candidates
State Complaints: • Coordinator • Supervisor • Secretary • Case Manager	 1 1 3 5
Due Process: • Coordinator • Supervisor • Secretary • ALJ • Case Managers	 1 1 3 5 5
Mediation • Coordinator (MSEMP/MDE) • Director/Supervisor • Case Managers	 2 2 5
Administrators	4

    b. For Field Personnel
        i. Preferably train the trainer for the two audiences listed below.

Role	Candidates
• Mediation Intake Specialist (25-30)	2
• Mediators (varies)	2

    c. For DTMB personnel
        i. The Contractor will provide knowledge to permit DTMB to support all activities listed below in Section K (Operations Services) and L (Maintenance and Support)
        ii. It is anticipated no more than 5 individuals will be recipients of said training and they are located in the Lansing area

iii. If Section 1.104 (I) (M) is determined to be unnecessary since all transition occurs prior to implementation, then the Contractor will provide a Transfer Evaluation Report to identify any challenges and provide recommended actions to address no later than 30 days prior to implementation to maximize the ability/readiness of SOM staff to take primary operational control at implementation.
1. Progress against said report will be reported weekly.

7. Additional "indirect" training support for users will be provided through on-line help.
   a. On line training will exist for the MDSC staff
   b. On line training will be available and useable during User Acceptance Test
      i. The Contractor will secure written feedback during UAT and modify as required
   c. Include "how to do…" for normal workflow of each role
   d. Include ability to reflect common questions and answers (and again organized by role)
      i. Said "Q&A" should exist in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified.
         1. Features hardest to understand
         2. Features generating the most calls
   e. The on-line material will be printable.
8. Indicate if there are any differences in the handling of training if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution. For example, if same DTMB staff supports both, then certain background/basics of the solution would not need to be repeated.

Deliverable(s)
Training Plan
Training System (an environment separate from production and testing)
Training Materials suitable for each audience/role and per the Training Plan
- This includes teacher and recipient materials (slides, handouts, exercises, etc)
- This includes on-line how to and Q&A facilities

Execution of training so users able to perform their job responsibilities
- Initial training prior to implementation

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

J. Documentation

- The Contractor will perform Documentation activities including but not limited to the following:

1. All documentation, training manuals, and training plans provided as deliverables become the property of the SOM
2. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
3. All system, operational, user, training, change, and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
   a. Contractor will provide 2 CD copies and 1 hard copy of any updated document.
4. All material must be in a state supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies.
5. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
6. An outline or table of contents should be approved before development or modification of the documents.
7. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.
8. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project.
9. Final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project.
10. At a minimum, documentation includes the following items not described elsewhere:
    a. Procedure Manual will define policies and practices in regards to the COTS
    b. User Manual will define "how to" use the system functions
    c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects, and code

dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance, support and enhancement.

d. Data Model will present the data structure
e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format.
f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recover), etc.
g. DBA Manual describe how to install, create and maintain the database
h. Operations Manual describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, recovery, etc) and troubleshooting

11. Indicate if there are any differences in the preparation or maintenance of documentation if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

Deliverable(s)
On Line Help Screens, both "how to" and common "Q&A"
Procedures Manual
User Manual
Developers Reference Manual
Logical and Physical Data Model
Data (Element) Dictionary
System Administration Manual
Database Administration Manual
Operations Manual
Installation Guide
Test cases/scripts

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

K. Operation Services

- The Contractor will perform Operations Services activities including but not limited to the following:

1. Systems Management
2. Security Administration Services
3. Comprehensive list of hardware and software required to install, operate and support said application
4. Process to provide software to the State and support provided to assist in installation in the various (QA, Production, Test, Training) environments
5. Indicate if there are any differences in the handling of operation services if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

Deliverable(s)

- List of all hardware required
  - Includes any ancillary software required based on hosting solution
- List of software components
  - Includes any ancillary software required based on hosting solution
- Delivery of all software to SOM Office Automation (OA) Team
- Support to OA in the installation
  - Training including documentation on installation and support (as defined above in Section 1.104(1) (I)
  - Modification, as/if necessary to installation guide/checklist based upon the lessons learned from the actual installation

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

L. Maintenance and Support

The maintenance period will commence upon completion of the warranty period. Maintenance and support does not include enhancements (that are covered below in Section 1.104 (I) (N).

The Contractor will perform Software Maintenance and Support activities to MDSC (the modified COTS solution) that will include but are not limited to:

1. Performance maintenance
    a. Performance maintenance includes the following services:
        i. Improve the performance, maintainability, or other attributes of an application system.
        ii. Data table restructuring.
        iii. Data purges and or archiving to reduce/improve data storage.
        iv. Run time improvements.
        v. Replace utilities to reduce run time.
        vi. Potential problem correction.
        vii. Data set expansions to avoid space problems.
    b. Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release.
        i. Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24.
        ii. Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
    c. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).
2. System Maintenance
    a. Refers to regular and routine work performed by the Contractor on the MDSC and any ancillary systems or interfaces run by the Contractor under this contract.
    b. Includes any work required to correct defects in the system operation as required to meet requirements. This includes:
        i. Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.
3. Adaptive and Preventive Maintenance
    a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
        i. Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
        ii. Software modifications and upgrades necessary because of expiring vendor support.
        iii. Hardware, database, or application conversions that do not modify user functionality
        iv. One-time loads or reformats of user data
        v. Report distribution changes.
        vi. Disaster recovery plan activities.
    b. The changes should be transparent to the user.
    c. Adaptive release changes will be performed in a monthly patch release.
    d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release.
4. Updated Documentation
5. Management Reporting
6. A process for escalation to ensure timely resolution of critical problems
7. A single point of contact (SPOC) to receive notification of problem.
8. Provision of annual renewable contract
9. Support to a State Hosted Solution
    a. Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
    b. Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
    c. Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
    d. Provide updated documentation per Section 1.104 (1) (J) prior to changes being pushed to production
10. Indicate if there are any differences in the handling of maintenance and support if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

Deliverable(s)

- Management Reports
    - Include uptime and explanation of any interruptions
    - Include performance against SLA (see Appendix C)
    - Listing of items completed during the reporting period
    - Listing of items planned during the upcoming reporting period
- Defect tracking tool
    - With State access to see activity and perform, as desired, reporting
- Updates (including replacements) to hardware, as/if required
- Updates to software, as/if required
- Updates to documentation, including training material, as/if required

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

M. Knowledge Transfer/Transition

- Since this is a state hosted solution, the State believes that all transition to the DTMB for Operations Service (Section K, above) would occur before the application is implemented. However, if the Contractor believes otherwise, they will complete the section below.
- The Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:

1. Knowledge transfer deals with State personnel securing knowledge about the system
    a. Operational knowledge (including administration and security)
    b. Maintenance/support knowledge
2. The Knowledge Transfer Plan will include, but is not limited to:
    a. The Knowledge Transfer Plan must be completed including approval at least 90 days prior to the scheduled implementation/go live date of the MDSC application
    b. The Knowledge Transfer Plan will describe the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the go live date
    c. The Plan will also include a checklist of items to transfer to ensure each item is tracked to completion.
    d. The Plan will also include a detailed project schedule developed and tracked throughout this activity
    e. Provide additional support during the warranty period to ensure continuity of operations without interruptions and enhance knowledge of the State personnel
3. No later than 20 business days prior to completion of the Knowledge Transfer, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
    a. The Contractor will provide updates during subsequent status reports and status meetings.
4. No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
5. Transfer Evaluation Report will include:
    a. Task level schedule status
    b. Training provided by each recipient
    c. Training remaining by each recipient
    d. Risks and Issues with actions, owners and target dates
6. Transition will include providing updated documentation as defined in 1.104 (I) (J) as well as training material as defined in 1.104 (1) (I) to reflect the current, “as is” system and support procedures.
    a. The Knowledge Transfer Plan and its associated project schedule will provide time for review by SOM personnel and Contractor written response to questions that may arise from said review.
7. This section does not mention update of software and update of documentation because said activities occur as/when they change and no extra effort should be required to prepare these documents.
8. Indicate if there are any differences in the knowledge transfer approach if we (a) share the instance of the solution with SOAHR or (b) have a unique instance of the solution

Deliverable(s)

- (Baseline) Knowledge Transfer Plan including Project Schedule
- Updated Knowledge Transfer Plan including Project Schedule (if brought in house)
- Execution off the Knowledge Transfer Plan

- Transfer Evaluation Report
- Final Transfer Evaluation Report

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

N. Other Services (Agency to add any additional services to be required)
The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:
The State intends to establish funding for up to **2,000 hours** over the initial term of the contract for related development; that is, additional modifications to the MDSC application as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. They State may request additional hours if the option years are exercised.

The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Said activities if/when applied will leverage the rate table provided in Table E-6.

Deliverable(s)
- Pricing Proposal and Project Schedule
- Updated system to reflect changes pursuant to the Statement of Work
- Updated documentation as defined in Section 1.401(J)
- Updated training material as defined in Section 1.401(I)
- Training, as if required in the SOW
- Implementation of the revised system

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

II. Requirements
-

A. General and Technical System Requirements
The General and Technical System Requirements will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

B. Functional Requirements
The Functional Requirements identify what the product or system must do to enable performance of work tasks and any applicable service levels.

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan
The Contractor will provide a Preliminary Project Plan with the proposal for evaluation purposes. The preliminary plan, included in the Contractor's response will not be a sample from another engagement but a "first pass" of the plans that would be recommended for use on this effort. This includes but is not limited to:

1. The Preliminary Project Plan will include:
    a. Statement of project objectives
    b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104 and complying with SUITE to providing a modified COTS solution
    c. Roles and responsibility matrix for both Contractor and State personnel
    d. Organization chart
2. The Preliminary Project Plan will include a MS Project Schedule that includes:
    a. All tasks as defined in Section 1.104

b. All deliverables as defined in Section 1.104
    i. Target start and end dates for the deliverables.
c. Dependencies that illustrate the relationship of various tasks and deliverables
d. Identification of roles likely to participate in the tasks and deliverables
e. Internal milestones including, for example:
    i. When hardware must be available
    ii. When various environments must be ready
    iii. When we go live
f. Preliminary task durations (based upon their reading of this document and their own experience in performing similar efforts.

3. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
    a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
        i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
4. The Project Plan, both preliminary and final, shall include, as defined in SUITE, the following sections:
    a. Communications Plan
    b. Quality Management Plan
    c. Change Management Plan
    d. Risk Management Plan
    e. Resource/Staffing Plan
    f. Procurement Plan
    g. Security Assessment and Plan
    h. Initial Test Plan
    i. Initial Implementation Plan

Orientation Meeting
Upon 15 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings
The State will require the Contractor to attend, at a minimum, biweekly meetings to review the Contractor's performance under the Contract. The meetings will leverage the Project Status Report (defined below) and will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control
1. The Contractor will carry out this project under the direction and control of MDTMB, in compliance with SUITE, and the Michigan Department of Education (MDE).
2. Within (20) business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
   The Contractor's project organizational structure.
   The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.
    - Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
    - Any positions to be allocated to a subcontractor or individuals identified that are not employees of the contractor must be so identified including the name of their firm.

   The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
   The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite

- a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
  - Staffing tables with names of personnel assigned to Contract tasks.
  - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each.
    - Detailed plans for active phases but no less than next 90 calendar days (For example, if the design phase is "active" the detail plan is required for that entire phase. However, if this phase completes in less than 90 days, other phases that should become active within this window would also be included so at least 90 days of detailed activity is shown)
    - Said plan is updated no less than biweekly
  - Updates must include actual time spent on each task and any revision of the estimate to complete.
  - Graphs showing critical events, dependencies and decision points during the course of the Contract.
- b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 REPORTS

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project or mutually agreed by the MDTMB project manager and the Contractor.

Reporting formats must be submitted to the State's Project Manager for approval within (10) business days after the execution of the contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. Report components will include:

Executive Summary of activity during the report period
Accomplishments during the reporting period
- Accomplishments indicate specific work started or completed and not work in process

Deliverable status
Schedule status
Change Control
Maintenance Activity (if any)
Planned accomplishments during the coming report period
- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status
Issues
- The Log may be attached rather than material copied into the actual PSR
- Detail on the Issue Log is provided in 1.401 (below)

Risks
- The Log may be attached rather than material copied into the actual PSR
- Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing, information will be included or attached to the PSR to indicate a summary of defects:
- Open at the beginning of the reporting period,
- New defects reported during the reporting period,
- Defects closed during the reporting period,
- Defects in process as (being worked on) of the end of the period,
- Defects not yet worked on as of the end of the period and
- Open defects as of the end of the period.

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:
- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor with the Project Status Report. The schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

1.500 Acceptance

1.501 CRITERIA

Deliverables that are documents must:

- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
    - Provide a heading indicating system (e.g. MDSC) and document name (e.g. User Manual) on each page
    - Provide page number and "of pages" on each page.
    - Provide an "as of" date.
    - Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but if and only if with prior approval of the MDTMB Project Manager.
- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the MDTMB Project Manager
- Not illustrate "real" data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent modifications to the COTS solution must:

- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the System Development Life Cycle including design, development, and testing
- Reflect successful installation in no less than the test, training, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent testing must:

- Indicate all test cases have been successfully executed in system test, performance test, stress/load test, and User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent training must:

- Indicate all persons so identified to receive training, have in fact completed the training
- Reflect that all training material, per feedback from those trained and the State (MDTMB and MDE) Project Managers, has been updated

Deliverables that represent the warranty period must:

- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State MDTMB Project Manager

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255.

1.502 FINAL ACCEPTANCE

- The following requirements for final acceptance apply:
- That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided
- That all contractual requirements have been met including but not limited to:
    - Placement of source code in escrow as/if applicable

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment

The project, from inception through and including warranty, will be paid based on a firm, fixed-priced and will be deliverables based. The project, during maintenance support, which begins after completion of the warranty period, will be paid monthly, with equal payments each month based upon the annual cost listed in Appendix E. **The Cost Table attached (Appendix E) must be used as the format for submitting**

pricing information. The Contractor shall adhere to the deliverables identified in the Cost Table. Modification to the Cost Table in Appendix E will not be acceptable.

The Contractor agrees the costs provided in Appendix E represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

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

Out-of-Pocket Expenses

- Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.
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If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State *[quarterly/semi-annually].*

Statements of Work and Issuance of Purchase Orders

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

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

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

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

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

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

Appendix A – General and Technical Requirements

This Appendix contains non-functional requirements including expectations of the Contractor to support a Contractor hosted environment. The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC system.

- Each requirement and enhancement must be acknowledged individually.
- The column "Priority" indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
- The column "Yes or No" indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
    - I = Indicates the requirement is included (I) in the existing package
    - M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
    - A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor's capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	General Requirements				
1.	The system must have role based security at the field level due to the system containing sensitive data. The system must allow the system administration function to add roles and associate actors to those roles that allows access to the functional areas of the system, including Due Process Complaints, State Complaints and Mediation.	1	Y	I	The system has role-based security at the "row level" which means that only actors belonging to a role can see specific cases, documents, scheduled events, and notations. This will allow certain actors to see due process complaint cases, but not be aware of any state complaint or mediation cases.
2.	The system must allow actors to securely route documents within the system.	1	Y	I	The system can assign and restrict document access based on role(s)
3.	The system must allow actors to route work to other actors within the system.	1	Y	I	The system allows the assignment of work items to resources.
4.	The system must allow actors to search case files and items that are attached to the case file by indexes with keyword search criteria.	1	Y	I	This functionality is included with the Full Text module.
5.	The system must enforce the entry of valid data in mandatory fields before additional functionality or processes can be performed.	1	Y	I	The system enforces the entry of valid data using multiple types of validation.
6.	The system must have online help for each use case or functional	2	N	I	The online help is context sensitive and therefore explains what data

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	sections of the system (there are approximately 32 use cases). The online help will include but is not limited to: • enter State and Due Process Complaints • enter State Complaint Corrective Actions • enter a State Complaint Extension • enter a State Complaint Proof of Compliance				entry fields are used for.
7.	The system must allow actors to generate pre-defined reports upon request, such as Annual Performance Reports (APR) that meet the federal reporting guidelines.	1	Y	I	The system interfaces with Microsoft SQL Server Reporting Services, and provides access to reports directly through the application.
8.	The system architecture must be designed to allow actors to run reporting tools against information in the database to generate customized one time reports.	1	Y	I	The system architecture is transparent to the reporting tools. Data Models are provided as a surface to retrieve data from. Microsoft's SQL Server Reporting Services allows for the definition of ad-hoc reports using SQL syntax or a visual designer. The ad-hoc reports can then be saved or discarded as required.
9.	The system must use role based security, compliant with Department of Technology Management and Budget (DTMB) identity management standards.	1	Y	I	As per the standards provided in the answers to our questions: No application data is persisted on a client machine. The only use of cookies is for control state management (i.e.: expanded, or collapsed).
10.	The business functional areas are Due Process Complaints, State Complaints and Mediation. Support shall be provided during regular business hours of 8am-5pm Mon-Fri.	1	Y	I	Support will be available between the hours of 8:00am and 5:00pm Monday to Friday.
11.	The system must comply with Department of Technology, Management and Budget (DTMB) Agency Web standards.	1	Y	I	All of the standards outlined in the DTMB's Agency Web Standards document are followed with the exception of Michigan branding. As this is a COTS solution, Michigan branding will not be implemented.
12.	The system must comply with DTMB enterprise security standards.	1	Y	I	The solution complies with the DTMB's Enterprise Security standards. Security for the application is multi-tiered and multi-faceted. With Windows Authentication being the first level of security, the second level of security is named user based, and the third level is role based.
13.	For all notifications the actor will compose the email text and/or	1	Y	I	The system can be configured to send notifications in a number of

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	select from a list of MS Word templates and the system will interface with MS Outlook for the sending of the email. If a MS Word template is used, it will be attached as a PDF to the email. The system will also need to allow the actor to print MS Word letters that can be sent to Complainants via US Mail.				pre-defined formats including but not limited to MS Word 2003, MS Word 2007/2010, Portable Document Format (PDF), plain text, and HTML. The system does not require that a user have Microsoft Outlook installed, and instead interfaces with a SMTP server. If a notification needs to be printed rather than emailed, that option is also available.
14.	For all reports/letters the actor will select from a list of templates which are MS-Word format and have the ability to add or modify text. These templates will have sections that are System Administrator maintained and locked from actor modifications.	1	Y	I	This functionality is already available.
15.	System needs to allow web based secure access by actors within and external to the State of Michigan Network. Actors are both internal to state network and public actors through the Internet.	1	Y	I	The system can easily be configured to run using secure sockets when accessed both internally and externally.
16.	System must allow the System Administrator role to update business rules through configuration changes and not require modification to program coding.	1	Y	I	Configuration and maintenance of business rules is performed through the system's administration user interface.
17.	The system must support record retention for State Complaint Cases for up to 3 years and Due Process Cases for up to 5 years. The system must have the ability to inactivate and reactivate each case.	1	Y	I	This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.
18.	The system must allow the sending of notifications to Recipients at the end of the record retention period.	1	Y	I	This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.
19.	The system must have the ability to capture these multiple entities: • resident district • resident ISD • operating ISD • operating District student is attending if different than resident District	1	Y	M	See customization # 5 Add new student and school properties.
20.	The system must have a field to store the student UIC. The field is optional. (can be null)	2	Y	I	This is the person code field which is optional.
21.	The system must check for state complaints, due process, and mediation duplicate cases based on Complainant, Student, District(s) and display cases that	1	Y	I	Included in the case intake wizard.

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	may be duplicates or similar to the actor for validation/verification.				
22.	The actor must be able to create the new case if they determine it is not a duplicate.	1	Y	I	This functionality is already available.
23.	The system must search for duplicate cases based on Complainant, student, and Districts.	1	Y	I	This functionality is already available.
24.	The system must search for previous related cases based on Complainant, student, and Districts. The system will display any cases found.	1	Y	I	This functionality is already available.
25.	The system must capture/create all data elements in a Microsoft Word template to interface with the SOAHR system.	1	Y	I	Templates can be populated with fields from the database. The resulting documents can be sent to SOAHR. We will determine the optimal transmission method for the SOAHR interface.
26.	The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.	2	Y	M	The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR. See Customization #24 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.
27.	The system must be able to import or export data from the SOAHR system. Data is to include but is not limited to: • hearing date • hearing time • hearing place	1	Y	M	An interface can be created to be triggered when SOAHR schedules an event (e.g. prehearing, hearing, etc.) and to send information to the MDCS. See Customization #6 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.
28.	The system must pull entity information from the State Educational Entity Master (EEM). This must be a real time pull when data is needed. The system must prevent duplicate storage of data already maintained in EEM.	1	Y	M	The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require a custom extension to read information from EEM. See Customization #6 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
					myCaseLoad.

Appendix B – Functional Requirements

Functional requirements identify the requirements of the new MDSC. However, the Contractor will need to review all Appendices and Attachments to understand the complete requirements of the new MDSC.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC.

- Each requirement and enhancement must be acknowledged individually.
- The column "Priority" indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
    - In the pricing proposal, the Contractor will indicate the specific cost of providing priority 1 and 2 features that are not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
- The column "Yes or No" indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
    - I = Indicates the requirement is included (I) in the existing package
    - M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
    - A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor's capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Due Process Complaints				
29.	The system must support the entry and processing of Due Process complaints. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(a)(1) of the IDEA regulations.	1	Y	M	See customization #5 Add new student and school properties.
30.	The system must have a web form for the Due Process Complaints. The form is to be available to any public user. Note: MDE accepts complaints received manually, by fax or by email that are hand keyed into the system.	1	Y	M	This is standard configuration of our e-filing module. Services will be required to implement this functionality. See customization
31.	The system must have the ability to save and process up Due Process Complaints. Note: On average 150 per year	1	Y	I	This not a problem for myCaseLoad
32.	The system must have the ability to assign the Due Process Complaint to the Administrative Law Judge.	1	Y	I	This is standard functionality
33.	The system must have the ability to notify the Administrative Law Judge that they have been assigned the Complaint.	1	Y	M	See customization #3 Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.
34.	The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint	2	Y	M	See customization #4 Checklist for user to determine whether a complaint has met the

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	has met the requirements. Note: R340.1724(f)				requirements or whether the contents of a final report are complete.
35.	Due Process Complaint Requirements include: • Student name, • District(s) the complaint is against, • Parent/Guardian information • Statement of delivery Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.	2	Y	I	Standard functionality
36.	The system must allow the SOAHR Secretary to enter a Complaint Case filed date and completed date.	1	Y	I	
37.	The system must have configurable pre-defined time period requirements for Administrative Law Judges (ALJs) to determine if a complaint is sufficient. The current regulations stipulate the ALJ has 5 business days to make this determination. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d) of the IDEA regulations.	1	Y	I	This is standard functionality but must be configured during the implementation.
38.	The system must use the Complaint start filed date and completed date to determine if the regulated time period is exceeded and send an email notification to the Due Process Complaints Coordinator and SOAHR Secretary before the time period is exceeded. Note: A due process hearing must be completed within the timeline established in the IDEA regulations. 300.515(a) non-expedited 45 school days 300.532(c)(2) expedited 20 school days The regulated time periods will be maintained by the System Administrator.	1	Y	I	This is standard functionality but must be configured during the implementation.
39.	The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.	2	Y	A	See customization #7 Provide ALJ with examples of corrective actions to associate with the case.
40.	The system must have configurable time periods in which the resolution session conferences must take place. The current regulated time periods are: • 15 days for expedited • 30 days for non expedited Note: 300.510(a)(b) 300.532(c)(3) 15 days IDEA regulations.	1	Y	I	This is standard functionality but must be configured during the implementation.
41.	The system must use the due process complaint filed date and completed date to report if the complaint is processed	1	Y	I	A report can be automatically generated and sent to any recipient

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	within the regulated time period. Note: 300.515(a) non-expedited 45 school days 300.532(c)(2) expedited 20 school days				
42.	The system must calculate the calendar days between the filing date and the request hearing date and send email notifications to the Due Process Complaints Coordinator if it is more than 45 calendar days for non expedited cases.	1	Y	I	This is Delinquency notice that is a standard feature of MCL
43.	The system must notify the Complaints Coordinator of Complaint Case status changes within the due process complaint processes. Note: Status changes – object to sufficiency, amended complaint, parties enter mediation, extension.	1	Y	I	This is Standard functionality of MCL
44.	The system must allow the SOAHR Secretary to enter a Complaint Case extension with the extension date and a reason for the extension. Note: Reasons for extension will be maintained by the System Administrator.	1	Y	M	See customization #8 Enter a case extension with reason.
45.	The system must have a configurable pre-defined time period for hearings to take place. The current regulations stipulate the hearings must take place within: • 20 school days for expedited cases • 45 schools days after the conclusion of the resolution session. Note: Time periods for haring conferences will be maintained by the System Administrator.	1	Y	I	This is standard functionality but must be configured during the implementation.
46.	The system must allow actors to create and generate letters from a standard template.	1	Y	I	This standard functionality of MCL
47.	The system generated letters are to include, but not be limited to, these four letters: • check list letter • order scheduling oral argument • notice of hearing • order granting rehearing.	1	Y	I	This standard functionality of MCL Services will be required to implement this functionality.
48.	The system must save letters and associate them to the electronic case file. The system should also store the actor ID of the author of the letter and the date/time the letter was created.	1	Y	I/M	The document can be saved and time stamped, if you need the author to auto-fill then a modification is required. The author can be added manually without modification. See customization #10 Automatically store the author of a generated letter.
49.	The system must allow actors to attach digitally scanned "Proof of Compliance" documents to the electronic case file and allow the actor to enter key fields such as date proof of compliance was received,	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance).

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	which corrective action it is for, date compliance was met, and the District submitting the proof of compliance. Note: The system does not need to support scanning				This item is dependent upon item #7 (Ref B.39)
50.	The system must allow entry of multiple Due Process Complaint sufficiency challenges and the results to those challenges. Note: System Administrator will maintain list of predefined challenges and results.	1	Y	I	This is a standard feature of MCL
51.	The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection. • 15 days for non expedited cases Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA regulations.	2	Y	I	Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL
52.	The system must allow the ALJ to search and reference their findings based on keyword search criteria.	2	Y	I/M	An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories. Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module. A second alternative is to provide the user with a limitless number of un-constrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords. See customization #12 Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.
53.	The system must support standard pre-defined reports. Reports generated by the system will include, but are not limited to: • APR - Annual Performance Reports • number of expedited and non – expedited cases open	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services. Included in the pricing is training for MDCS staff on

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
					creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly
54.	The system must allow authorized actors to document in the system: • pre hearing activities • settlement notifications • hearing dates • motion dates • pre-trial activities Note: Scheduling is completed externally in MS Outlook which is outside of the system.	1	Y	I	Scheduling activities will be performed within myCaseLoad. The Exchange Integration Module will be used to check the availability of (state employee) resources using their individual Outlook calendars. As well, scheduled event information will placed on the Outlook calendar of state employees.
55.	The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.	2	Y	I	Mail merge templates
56.	The system must allow the actors to add scanned digital images to the due process complaint case electronic file. Attachments will include, but are not limited to: • appeal attachments	1	Y	I	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
57.	The system must allow the SOAHR Secretary to select decision letter templates. The system must ensure that the date of decision entered is the same as the date they enter for date mailed.	1	Y	M	See customization #13 Enforce requirement that decision date is the same as the date mailed.
	State Complaints				
58.	The system must support the Complaint Intake process.	1	Y	I	This is a standard functionality of MCL
59.	The system must allow the actor to enter Complaint form information.	1	Y	M	See customization #5 Add new student and school properties.
60.	The system must have a web form for the State Complaints. The form is to be available to any public user.	1	Y	I	This is standard configuration of our e-filing module. Services will be required to implement this functionality. See customization # 2 Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing
61.	The system must have the ability to save and process up to 300 or more State Complaints a year.	1	Y	I	This is not an issue for MCL
62.	The system must generate form letters prefilled with complaint information for sending to the Complainants.	1	Y	I	This standard functionality of MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
63.	The system must generate a Complaint Case and assign a unique case number to that case.	1	Y	I	This standard functionality of MCL
64.	The system must allow the actor to qualify a complaint against the Special Education State rules and federal regulations. Note: State Rule 340.1851, Federal regulations Section 300.153(a)	1	Y	M	See Customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
65.	The system must allow the actor to create "No Jurisdiction" or "Does not meet requirements" form letters. A complaint can have multiple allegations cited and letter(s) will be needed to address each. A letter regarding "no jurisdiction may relate to one or more allegations. A letter regarding "does not meet requirements" may relate to one or more allegations.	1	Y	M	See Customization #14 Relate a generated letter to one or more allegations to appear in the text of the letter.
66.	The system must support the Initiate a State Complaint process. Note: Federal Regulations 300.151 and 300.152	1	Y	I	This standard functionality of MCL
67.	The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case.	2	Y	M	See Customization #15 When manually assigning a Case Manager to a case, show their region association.
68.	The system must allow the State Complaint Coordinator to assign any Case Manager to a Case.	1	Y	I	This standard functionality of MCL
69.	The system must allow the actor to generate notifications to the MDE Case Manager and ISD Case Investigator of a new Case assignment.	1	Y	M	See Customization #3 Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.
70.	The system must display work load by Case Manager to the State Complaint Coordinator upon request to assist in the selection of a Case Manager to assign to a Case. The list of cases per Case Manager should also display the date opened and the status of the case.	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services. Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly
71.	The system must create the case and the associated electronic case file and a save the date and time the case was filed.	1	Y	I	This standard functionality of MCL
72.	The system must use the Case filed date to calculate the 60 calendar day time period that MDE has to process the complaint and send the Final or Amended Final Report. Note: Federal regulations	1	Y	I	This standard functionality of MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Section 300.152				
73.	The system must allow the actor to select multiple notification form letter templates (MS Word format), per complaint, that are prefilled with complaint information.	1	Y	I	This standard functionality of MCL
74.	The system must allow the actor to associate data elements to include faxed items, scanned items and other letters of correspondence to a Complaint Case electronic file. Note: The system does not need to support scanning.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
75.	The system must allow the actor to print a Case packet of some or all the items associated to the electronic Case file. Note: the average number of items in a Case packet is 8.	1	Y	I	This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.
76.	The system must allow the actor to create an e-file (in addition to printing for US Mail) of the Case packet that can be emailed to authorized interested parties, e.g. District, and Complainants.	1	Y	I	This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.
77.	The system must support the MDE and ISD Investigation process.	1	Y	I	This standard functionality of MCL
78.	The system must enforce read only access of the MDE Case Manager entered information to the ISD Case Investigator and allow the ISD Case Investigator to enter ISD specific Case information.	1	N/A		B-78 has been removed from the requirements for this project.
79.	The system must allow notifications of Complaint Case information back and forth between the MDE and ISD Complaint Managers through email or comments associated to the Case.	1	Y	I	This standard functionality of MCL.
80.	The system must maintain the author, date, time and who is allowed to view comments that are entered for Complaint Cases. Note: The actor must be able to indicate if the comment is for them to see only, or if others can see it.	1	Y	I	Role based security on each comment. If a user is not part of the role, they will not know the comment exists.
81.	The system must display a configurable list of Investigation items needed by Case Type/Rule that the Case Manager can select from. Note: Configurable list of Investigation items will be maintained by the System Administrator.	1	N/A		B-78 has been removed from the requirements for this project.
82.	The system must use the date the Case is filed to calculate the time periods, by Case Type for various Case Statuses. e.g. MDE Case Manager and ISD Case Investigator should talk within 10 days of Case being filed. Approximately 30 time periods need to be maintained Note: Configurable status time periods will	1	Y	I	Configurable workflow by case type. This standard functionality of MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	be maintained by the System Administrator				
83.	The system must send out email notifications based on a configurable number of days before the status time periods expire. Note: Configurable time periods will be maintained by the System Administrator	1	Y	M	See customization #1 Send out reminder a configurable number of days before a task is delinquent.
84.	The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.	2	Y	I	Stored as a scheduled event which will also appear on Outlook calendars.
85.	The system must support the MDE Final Report Review Process.	1	Y	I	This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.
86.	The system must allow the ISD Case Investigator to send via email and attach to the electronic Case file the draft Final Report for the review of the MDE Case Manager.	1	Y	I	This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.
87.	The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator	2	Y	M	See customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
88.	The system must allow Final Report notifications and comments to be sent back and forth between the MDE Case Manager and the ISD Case Investigator.	1	Y	I	Case notes within myCaseLoad or email messages within Outlook. This standard functionality of MCL
89.	The system must allow for Final Review work flow within MDE. (Tiered Review between MDE Case Manager and MDE Case Coordinator). Note: Work flow tiers will be maintained by the System Administrator	1	Y	M	See customization #18 Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager)
90.	The system must support a configurable number of versions of the Final Report that are attached to the electronic Case file.	1	Y	M	See customization #17 Keep up to ten versions (configurable) of the Draft Final Report along with each reviewer's comments.
91.	The system must be able to display standard conclusion wording to the MDE Case Manager upon request based on Case Type/Rule. Note: The standard conclusion wording will be maintained by the System Administrator	1	Y	M	See customization # 19 Provide Case Manager with Administrator-maintained standard conclusion wording.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
92.	The system must display upon request examples/templates of the Final Report Closing Statements for the MDE Case Manager to select from. Note: The example templates will be maintained by the System Administrator	1	Y	M	See customization # 19 Provide Case Manager with Administrator-maintained standard conclusion wording.
93.	The system must generate the Final Report version (MS Word format) after all information has been entered and edited by the various parties. The final version will be associated with the electronic Case file.	1	Y	I	This standard functionality of MCL
94.	The system must allow the sending of the Final Report, via email (or printing for manual sending by US mail), to all interested parties; The actor will select the parties; Complainant, Superintendent of District, Superintendent of ISD, and the system will pre-fill the addresses on a standard Cover Page.	1	Y	M	See customization #20 Attach the Final Report to a cover page and send to all interested parties.
95.	The system must support the Corrective Actions process.	1	Y	A	See customization #7 Provide ALJ with examples of corrective actions to associate with the case.
96.	The system must display a predefined list of Corrective Actions to the Case Manager upon request based on Case Type/ Rule and allow the actor to select one or more or enter a unique corrective action and associate it with the Case. Note: The corrective action list will be maintained by the System Administrator	1	Y	A	See customization #7 Provide ALJ with examples of corrective actions to associate with the case.
97.	The system must display a predefined list of Proof of Compliance examples to the Case Manager upon request based on Case Type/Rule and allow the actor to select one or more or enter a unique Proof of Compliance and associate it with the Case.	1	Y	I	The user can create a document entry and choose a specific “Proof of Compliance” document type. When the document type is chosen, a more detailed subject text will automatically appear. The Case Manager can modify the defaulted text.
98.	The system must allow the Case Manager to associate Proof of Compliance documents to the electronic Case file that are received from the District or ISD.	1	Y	I	Document entry with an attachment. This standard functionality of MCL
99.	The system must allow the Case Manager to enter the start and end dates for Corrective Action items and send email notifications to the Case Manager some number of configurable days before the time period expires. Note: Configurable time periods will be maintained by the System Administrator.	1	Y	A	See customization #21 A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.
100.	The system must notify the MDE Case Manager if the Corrective Action date is	1	Y	A	See customization #21 A corrective action will store

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	reached and no proof or compliance record is on file.				the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.
101.	The system must display upon request the non-compliance letter templates to the actor and let them select and modify for sending of notifications. These letters are to be sent to the District Superintendent, District Special Education Director, ISD Superintendent, ISD Director, Complainant, and the ISD Investigator. Note: There are up to 3 different types of letters	1	Y	I	This standard functionality of MCL
102.	The system must allow for electronically attaching the scanned image of the Proof of Compliance for each Corrective Action to the electronic Case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
103.	The system must support the State Complaint Reconsideration Process.	1	Y	I	This standard functionality of MCL
104.	The system must allow the Case Manager to enter “for reconsideration” from either the Complainant or District.	1	Y	I	The request for reconsideration document will be related to either the complainant or the District. This standard functionality of MCL
105.	The system must allow for the Case Manager to enter Reconsideration statuses and date/time information for key activities: • date Final Report received • date Reconsideration received • date Investigation reopened • date Final Report amended	1	Y	I	Can be handled as a separate recon case or a re-opening of the original complaint case. This standard functionality of MCL
106.	The system must support the Closing of a Case.	1	Y	I	Based upon the action performed to close the case, the disposition information will be tracked. This standard functionality of MCL
107.	The system must allow the Case Manager to enter certain demographic and other Case related information to support reporting and Case analysis. These may include, but not be limited to: • number of allegations • type of disability • age of Student	1	Y	M	In addition to the standard demographic and other case related information stored by myCaseLoad, we will also ensure that an unlimited number of allegations, type of disability, and student birth date will also be stored. Any additional pieces of

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
					information will be considered.
108.	The system must capture the date the Case is closed.	1	Y	I	Yes, part of the case disposition information from the original complaint and the reconsideration. This standard functionality of MCL
109.	The system must store historical Case files with indexing which can be searched by keyword.	1	Y	I	Full text search module This standard functionality of MCL
110.	The system must support the Proof of Compliance process.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
111.	The system must allow associating scanned images of notifications of Compliance by the Districts to the electronic Case file.	1	Y	I	Document will be related to the District. This standard functionality of MCL
112.	The system must allow the Case Manager to enter multiple Proof of Compliance statuses and dates per Corrective Action.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
113.	The system must have the ability to store Complaint Cases for a configurable number of years. Note: The System Administrator will maintain the number of years.	1	Y	I	If mandated to purge the database after a number of years, it can be done.
114.	The system must support Extensions to the 60 day time period that a State Complaint Case is required to be processed by federal regulation.	1	Y	I	The 60 day time period can be extended as necessary. This standard functionality of MCL
115.	The system must allow the Case Manger or State Complaint Coordinator to be able to enter the extension time period, the reason for extension, and who approved the extension. This is an extension to the 60 calendar days that the federal regulation allows to resolve a State Complaint Case.	1	Y	M	An extension request could be entered along with the reason and requested number of days. The extension could be approved or rejected by a user and the number of days approved can also be recorded, if different from the requested number of days. See customization #22 Track requests and the approval process for extensions to the 60 day time frame.
116.	The system must allow the Case Manager or State Complaint Coordinator to be able to change the status of a Complaint to “Abeyance” the reason for the abeyance, and who approved the abeyance. This	1	Y	M	The 60 day time frame will be extended by the length of the abeyance when the “held in abeyance” status is removed.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	complaint is “in abeyance” and the 60 calendar days that the federal regulation allows to resolve a State Complaint Case will be extended for the length of the abeyance.				See customization #23 Allow a case to be "held in abeyance" which will not fire delinquency notices. Automatically extend the 60 day time frame when the "abeyance" is removed.
117.	The system must send email notification (and allow the actor to print for US Mail), to the interested parties of the Case extension. i.e. Complainant, District and ISD.	1	Y	I	When approving an extension, the user can choose to generate a notification. The interested parties who have elected to receive notices by email will get an email message. The interested parties who want printed notification will have their notices sent to the user for printing.
	Mediation				
118.	The system must receive mediation intake requests. Note: The mediation process must meet the requirements defined by 300.506 of the IDEA Regulations (state rules tend to fill in the gap) R340.1724(d)	1	Y	I	This is standard functionality of MCL
119.	The system must have the ability to save and process up 700 mediation intake requests per year.	1	Y	I	This is not an issue for MCL
120.	The system must allow the Intake Specialist to input the intake request information. System must allow input from these four request types: • online web form • mediation 800 number and 20 local center numbers • local mediation center walk-ins • US mail	1	Y	M	This is as standard feature of our e-filing module. Services will be needed to design online web form. See customization # 2 Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing.
121.	The system must allow Intake Specialists to generate mediation meeting confirmation letters electronically from a standard list of templates to all mediation meeting participants.	1	Y	I	This standard functionality of MCL
122.	The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist. Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.	2	Y	I	Assign a mediator and mediation coordinator to the case. This standard functionality of MCL
123.	The system must allow actors to generate mediation reports for OSE-EIS. There will be approximately 10 reports which will include but are not limited to: • number of mediation request form received per year • number of mediation requests not held. • mediation resulting in agreements	1	Y	I	This can be accomplished with a report. Services may be needed to implement.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
124.	The system needs to count how many mediation request have the “meetings with agreement” data element indicated.	1	Y	I	Agreement, Partial Agreement or No Agreement will be tracked by the scheduled event result or the specific signed document type recorded in the mediation request case.
125.	The system must allow the Intake Specialist to generate a mediation resulting in agreements report and store the report electronically.	1	Y	I	Scheduled reporting services report which keeps a snapshot on a periodic basis (e.g. monthly). This can be accomplished with a report. Services may be needed to implement.
126.	The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	Y	I	This can be the document delivery method of the mediation request form. This is a standard functionality of MCL
127.	The system must allow actors to capture outreach activities. Outreach activities include, interactions with the general public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	Y	I	Another document type can be created that is not related to a specific mediation request case. This could provide the stats you need for your outreach activities.
128.	The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report	2	N		We are not certain we can help you with this requirement.
129.	The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	N		We are not certain we can help you with this requirement.
130.	The system must notify MDE via e-mail when a mediation status changes and action is needed in State or Due Process Complaints areas such as agreement to mediate, disposition date, and issues disposed. Note: Notification to include: Case Number and District Number only, no names are allowed to comply with confidentiality requirement. The confidentiality requirement may be different if encrypted email is available.	1	Y	I	Workflow triggered notices with configurable text format. This standard functionality of MCL
131.	The system must be able to generate mediation referrals to satellite offices.	1	Y	I	Mediation request cases can be transferred to other offices. This standard functionality of MCL
132.	The system must allow system actors to trigger a notification e-mail to the	1	Y	I	Workflow rules will trigger the creation of a task for the

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Mediation Coordinator if a Complainant is interested in mediation services.				Mediation Coordinator. They can also get an email. This standard functionality of MCL
133.	The system must track the start date and elapsed number of calendar days of the mediation case.	1	Y	I	Visible on view case screen. This standard functionality of MCL
134.	The system must generate reports including statistical data to OSE (Office of Special Education) to support MDE data reporting needs for the Annual Performance Reports. There will be an approximated number of Reports which will include but are not limited to: • number of cases open • open and closed cases with and without an agreement related to hearings • cases mediated with agreement • closed cases related to complaint Note: See Table 7	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services.
135.	The system must allow the actor to trigger the sending of the mediation reports in an electronic format, e-mail, to the Michigan Special Education Mediation Program (MSEMP). The system must allow the actor to send one or more of the following: • Special Education Mediation Case Statistics Report • Centers Reporting Cases Report • Mediations by Mediator Name • ISD/LEA Summary Report • Centers Summary Report • Payment Vouchers Report • Pending Mediations by Service Type • Cases Related to Hearing/Complaint • Cases Open	1	Y	I	The actor will either request the report(s), save them, email them to the MSEMP OR they can schedule the reports to run periodically (e.g. monthly) and they will be automatically sent to the MSEMP.
136	The system must allow entry of prior data (cases) to “build” a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mediation, due process or state complaints.	2	Y	I	Not an issue for MCL

Appendix C – Cost Table

Project Summary of Cost

Project Approved Amount Added Per Contract Change Notice No. 1: $325,000

Additional Costs per this revised SOW, to add to Contract:

Cost Components	Cost (Separate)
Licensing Fees	$58,900
Recurring Software Maintenance & Support	$44,758
Revised Additional Costs:	$103,658

Total Revised Approved Amount for this Project: $428,658

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

October 19, 2011

CHANGE NOTICE NO.2
TO
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Evans CaseLoad, Inc.** **2152 Danforth Avenue, Suite 200** **Toronto, ON M4C 1K3** **Email: daevans@caseload.com**	TELEPHONE: Darryl Evans **(416) 762-0236** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-3993 **Joe Kelly**
Contract Compliance Inspector: **Enhanced Document Management - DIT**	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: **April 12, 2010** To: **April 11, 2015**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, this contract is hereby INCREASED by $314,050.00. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement, the approval of DTMB Purchasing Operations and the approval of the State Administrative Authority on October 18, 2011.

INCREASE: $314,050.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,806,431.25

071B0200162
Change Notice No.2
Signature Page

FOR THE CONTRACTOR:	**FOR THE STATE:**
Evans CaseLoad, Inc.	
Firm Name	Signature
	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
	DTMB, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

August 30, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Darryl Evans **(416) 762-0236**
Evans CaseLoad, Inc. **2152 Danforth Avenue, Suite 200** **Toronto, ON M4C 1K3** **Email: daevans@caseload.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-3993 **Joe Kelly**
Contract Compliance Inspector: **Enhanced Document Management - DIT**	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: **April 12, 2010** To: **April 11, 2015**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, the Michigan Department of Education (MDE) is hereby added as an authorized user to this contract and the attached Statement of Work is incorporated to accommodate system changes necessary for MDE to effectively utilize the system and facilitate collaboration between the State Office of Administrative Hearings and Rules (SOAHR) and MDE.

Contract is hereby INCREASED by $325,000.00 to cover the cost of this amendment. Please also note that the buyer has hereby been CHANGED to Joe Kelly. All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per vendor and agency agreement, the approval of DTMB Purchasing Operations and the approval of the State Administrative Authority on June 30, 2011.

INCREASE: $325,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,492,381.50

Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), through the Michigan Department of Education (MDE) Office of Special Education and Early Intervention Services is requesting a proposal for a Commercial Off-the- Shelf Software (COTS) package for the **Mediation, Due Process Hearings and State Complaint Systems (MDSC).**

The MDSC will:

- Be a COTS (commercial off the shelf system) solution employed in other states and modified, as necessary, to meet the requirements as defined in Appendices A and B.
- Be accessible 24/7 since users will perform activities outside of the normal business day including weekends. However, support will be provided during the normal business day.
- Be covered by a single State-level agreement/license to cover all sites engaged in use of this system.

The project will include all activities and services as defined in Article 1 and associated attachments and appendices. The State seeks to have services begin upon award of the contract. The duration of the effort to ready and implement into production will be defined by the Contractor.

1.002 BACKGROUND

The Michigan Department of Education Office of Special Education and Early Intervention Services (OSE-EIS) sponsors and administrates the Mediation, Due Process Hearings and State Complaint system (MDSC). The applications' main functions consist of tracking records of dispute resolution processes related with a child under age 26 with disabilities or suspected disabilities. Data in the systems are compiled for the federal mandated reports due on February 1; other reports are generated through the year. There are currently three separate systems that support the business operations utilizing legacy software.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This project consists of the following scope:

- Project Management
- Verification of Business Requirements
- Design of modifications to the COTS and interfaces
- Development of modifications to the COTS and interfaces
- Testing of the modified COTS and interfaces in a test environment
- Implementation to production of the modified COTS
    - Load system into production
    - Configuration
    - Interfaces to other systems
    - Verification of the system in production
        - Including backup
        - Including business recovery
- Training
- Knowledge Transfer and Transition
- Documentation
- Hardware, software and communications
- Reserve bank of hours for future enhancements driven by users or legislation
- Ability to build data about prior events
    - For example, the federal reporting year is July 1 through June 30. If the system does not go live on July 1, then any records for that "federal reporting year" can be created. This would enable the system to produce, for example, annual reports.

- For example, if the State so chooses, data from prior federal reporting years could also be created. The current federal reporting process began in July 2009, so this build could go back to that date and forward for each year.

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

1.102 OUT OF SCOPE

This project does not include:

- The State of Michigan will not consider any proposal that includes the custom development of a new system.
- The SOM will also not consider any proposal for management consulting or re-engineering of the processes for the purpose of adapting the SOM processes to better fit a proposed system. The SOM is seeking an existing system that will match its existing processes or can be configured to match its existing processes.
- The vendor will not be responsible for any installation of software or hardware within the State of Michigan environment.
- This project will not include data conversion or migration. However, as noted earlier (in scope section above) we may build data to reflect activity prior to go live of this solution to enable full "federal reporting year" data to reside in a single database.
- The project will not include a mechanism to access legacy data.
- This project will not include detailed requirements definition. Said effort was already undertaken as reflected in the content of Appendix A, B and C.

Any item herein could be brought back into scope through the change management process.

1.103 ENVIRONMENT

In addition to the requirements stated in contract 071B0200162, the vendor shall conform to SUITE and adopt said processes and templates in performance of the project. SUITE is a methodology that includes standards, forms and templates for project management and systems engineering: http://www.michigan.gov/suite

Agency Specific Technical Environment (as of July 2011)
The solution must be able to be hosted on the hardware defined below

Hardware Listing	o Web Servers: 2 - Dell PowerEdge 1950 with 2 Intel Xeon 3.0GHz Processors; 2 GB memory; 2 x 36GB Hard drives; RAID 1; Load balanced via content switch; Windows 2003 SVR STD SP2, IIS6 o Database Servers: Multiple HP ProLiant DL580 G5 with 4 (Intel Xeon 2.4 GHz) Quad-Core; 16 GB memory; 2 X 146 GB Hard drives; RAID 1; Clustered; Windows 2008 SVR EE 64-Bit o Application Server: HP Proliant DL380 G5 with 2 (Intel Xeon 2.3 GHz) Dual-Core; 4 GB memory; 2 X 36 GB Hard drives; RAID 1; Windows 2003 SVR EE, IIS6 o Web Services Server: Application Server: HP Proliant DL380 G5 with 2 (Intel Xeon 2.33 GHz) Dual-Core; 4 GB memory; 2 X 73 GB Hard drives; RAID 1; Windows 2003 SVR STD SP2, IIS6 o Mail Server: SMPP Server
Desktop Workstations	o Dell Pentium with Windows XP
Software Listing	o ASP.Net using 4.0 framework o Visual Studio 2010 o JavaScript o HTML o XML

	o MS Office Professional Plus 2010
	o Microsoft Project
	o Visio
Database	o MS SQL Server 2008
Source Control, & Code Promotion	o Microsoft Team Foundation Server 2010
Network	o MS Active Directory
Browser	o Internet Explorer 8, Firefox, Safari
Reporting tools	o SQL Reporting Services 2008
Interfaces	o State of Michigan's eMichigan Standards

Note: The Web Servers may be replaced prior to this project being implemented into production. The physical servers would be replaced with virtual server(s), of equivalent or greater processing speed, hard drives, and memory. The most current version of Microsoft Windows Server Operating System and IIS would be used.

1.104 WORK AND DELIVERABLE

I. Services and Deliverables To Be Provided -

The Contractor will provide the staff and tools to provide the deliverables and services to implement a modified COTS solution including configuration, customization and interfaces with other systems.

D. Initiation and Planning

The Contractor will perform Initiation and Planning activities including but not limited to the following:

6. Conduct of a project kick-off/orientation meeting
7. Creation of the Project Plan including its associated sub-plans
8. Creation of a detailed Work Breakdown Structure (WBS) and Project Schedule (with dependencies, resource assignments and using MS Project or other pre-approved alternative)
    a. Tasks should have no more than two week duration.
        i. Deliverables and summary tasks, of course, take what they take to complete
        ii. Tasks should minimize assigning multiple resources to a task to avoid confusion how much time a resource has to complete their assigned work.
    b. A Milestone will clearly identify "go live" date
    c. A Milestone will clearly identify the completion date of hardware installed and ready to support testing on a similar/same system as will be used in production
9. Inclusion in the schedule including
    a. Dates when deliverables are submitted to State for review and
    b. Dates when deliverable approval is expected
10. See sections 1.300 and 1.400 for additional details.

Deliverables

- Project Plan (and its associated sub-plans, each in its own document)
    - o Change Management Plan
    - o Communications Plan
    - o Quality Plan
    - o Procurement Plan
    - o Resource Plan
    - o Risk Management Plan
    - o Security Assessment and Plan
    - o Initial Test Plan
    - o Initial Implementation Plan
- Work Breakdown Structure
    - o Project Schedule

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

E. Business Requirements

The Contractor will perform Requirements activities including but not limited to the following:

5. Verification, not identification, of requirements (found in Appendix A and B).

6. Verification of use cases and associated work flows. These were provided with the original request for bid from the SOM.
    a. MDE-MDCS Use Cases V3.0 Final.Doc
    b. MDE-MDCS Due Process To Be v3.0 Final.pdf
    c. MDE-MDCS State Complaints To Be v3.0 Final.pdf
    d. MDE-MDCS Mediation To Be v3.0 Final.pdf
7. Verification of the aforementioned documents should occur in a relatively short elapsed period (we believe no more than 4 weeks) unless Contractor can justify the additional time (and associated impact to schedule and cost).
8. Update, as/if required, Requirements Specification, Requirements Traceability Matrix, Business Workflows and Use Cases.
    a. Should the documents not be modified, that is, no changes are required, then the Contractor would submit a document stating their acceptance from previous efforts "as is"
    b. If the documents are modified even with clarifications, the Contractor will resubmit to MDE and MDTMB approval.
        i. If possible, to facilitate review, the Contractor will clearly identify changes from the initial version.
    c. If modifications are made that are considered additional work, any impact to schedule or cost must also be documented and submitted for approval through the change management process.
        i. No further work (design, etc) on these proposed changes may occur until written approval is received.
        ii. However, the Contractor may proceed with work (design, etc) for requirements accepted "as is."
        iii. And the Contractor may proceed with work (design, etc) for "clarifications that did not adjust scope" and ergo have no schedule or cost impact once the modified documents are approved.

Deliverable(s)

- Updated Documentation, as required or "As Is" Acceptance
    - Updated Requirements Specification
    - Updated Requirements Traceability Matrix
    - Updated Business Work Flow document
    - Updated Use Cases

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Hardware

The Contractor will perform Hardware activities including but not limited to the following:

2. Identification of all hardware to support an effective operation of modified COTS solution and includes:
    a. LAN hardware
    b. Server(s) – such as application, web, database, reporting, web services
    c. Printer(s)
    d. Peripheral(s)
    e. Storage hardware
    f. Etc.

Deliverable(s)

Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

D. Software

The Contractor will perform Software activities including but not limited to the following:

9. The Contractor will provide Commercial-Off-the-Shelf (COTS) products that can be configured and customized to meet the requirements contained in Appendices A and B.
10. Identification of all software components of the baseline COTS solution
    a List of modules in recommended solution. This list must be fully consistent with the list of modules included in the Cost Proposal.

11. Verification that the COTS solutions will use Windows standards for common functions including, but not limited to, navigation, printing, etc.
12. Identification of the infrastructure requirements for the software proposed. For example, the database, and operating systems (including versions) required for maximum effectiveness of the software.
13. Description of the proposed architecture, technology standards, and programming environment.
14. Identification of abilities (or limitations) as to reporting capability including HTML, Excel, Text, PDF, etc.
15. Identification of any/all ancillary software required to support the operational use of COTS. All software/tools must be current version or still supported by the Vendor.

Deliverable(s)
Updates to any list(s) provided in the response to this document before commencement of the Application Development phase

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

E. Application Design

The Contractor will perform Application Design activities including but not limited to the following:

5. The Contractor will provide from the existing COTS solution
    a. List and layout of existing screens/pages
    b. List and layout of existing reports
6. The Contractor approach to creation of a technical design document and approval of the following:
    a. Modification or creation of modules to handle requirements
    b. Mock up of new or modified screens/pages
    c. Mock up of new or modified reports
7. The Contractor approach to providing interfaces (as identified below) on a real time basis
8. The Contractor updating the Requirements Traceability Document (RTM). The RTM provides evidence that all requirements from the Requirements Phase – 1.104 (1) (B) – are included. This will cover the completion of the column marked “Design Specifications”, where the Contractor is expected to provide a reference to the approved Design document(s). The Design document will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

The Contractor must provide appropriate system interfaces/integration to the following applications:

- Name of Application: EEM (Educational Entity Master)
    - Definition: The EEM is the State of Michigan's database of school directory information for public and registered non-public educational entities. It is the single source repository for all official identification numbers and contact information for the educational systems in Michigan. It is the foundation for linking all CEPI data applications and Michigan Department of Education data collections. These data collections rely on the status (open-active, closed) and the coding for each of several entity types denoted in the EEM. The data maintained in the EEM are used for mandated data submissions to the state and federal government and are critical to fulfilling the requirements of the Elementary and Secondary Education Act (ESEA) and Michigan's school accreditation
    - Application Owner: Center for Educational Performance and Information (CEPI), State of Michigan URL: www.michigan.gov/eem
    - Source: The source data is in Microsoft SQL Server 2008. The EEM contains approximately 7300 entities with approximately 80 data characteristics. Entities are uniquely identified by an Entity ID. Each entity has an entity type and one to many relationships with other entity types.
    - Data systems required to consume source EEM data have the following options:
        7. Web Services
            a. EEM.SystemInterface.EntitySearch.asmx is the webservice for the external systems to access the EEM Entity types, Relationships, Entity Searches, and Entity Characteristics.
                i. A profile token is required to access
                ii. Multiple searches are available; or custom search can be created
                iii. Results are returned as an XML string
                iv. EEM uses SOAP as transmission protocol.
        8. Access to SQL views of the EEM database tables
            a. For systems not hosted at the State of Michigan, this requires approval for a Virtual Private Network (VPN) connection.
        9. Database extracts upon request
        10. Downloadable Data sets
            a. Excel format.

b. Data Set URL: https://cepi.state.mi.us/eem/PublicDatasets.aspx

11. Search Functions: Quick, Detailed, Historical, and Geographical.
    a. All search Results can be exported to Excel, PDF, XML, and CSV formats.
    b. Entity Search values can be filtered by characteristics and exported into XML format
12. Reports
    a. Reports are available in PDF, HTML, or Excel
        i. Not all reports are available in Excel

- Requirement: The new MDSC system must have a provision to import entity data.
- Sizing: Approximately 900 entities are utilized from the EEM.

- Name of application: Michigan Education Information System (MEIS)

  - Definition: MEIS is a authentication system for internet applications for the Michigan Department of Education (MDE) and the Center for Educational Performance and Information (CEPI). The main objective of the MEIS authentication system is to identify the person as a credible account holder. MEIS does not provide authorization; that authority is granted in each individual application, as each application has unique criteria for the authorized roles in the system.
  - Application Owner: Center for Education Performance and Information (CEPI), State of Michigan
  - URL: www.michigan.gov/meispublic
  - The proposed application must interface with MEIS and use the credentials from the MEIS authentication object to grant the appropriate access.

The Contractor requirements for the specific data elements and characteristics will be dependent based on the proposed solution

Deliverable(s)
List and layouts of existing reports and screens/pages
Updated technical design document including modules, pages and reports modified or created
Updated Data Dictionary
Updated Requirements Traceability Matrix

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

F. Application Development

The Contractor will perform Application Development activities including but not limited to the following:

5. Development of additions or modifications to the COTS solution
6. Creation of all interfaces to pull data in a “once a day, after hour batch process”
7. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the development. This will cover the completion of the column marked “Program Module.” The development effort will not be considered complete until the updated version of the Requirements Traceability Matrix is approved

Deliverable(s)

- Modified COTS software including interfaces
- Updated, as required, documentation of modules/pages and reports
- Updated, as required, Data Dictionary
- Updated Requirements Traceability Document

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

G. Testing

The Contractor will handle during Testing including but not limited to the following:

12. Creation of the Test Plan and schedule.
13. Creation of test cases that verify the functionality but also the capacity/performance to handle the expected load including peak demand.
14. Conduct of a “testing kick-off meeting” with appropriate SOM (MDE and DTMB) staff in order to orient SOM staff on the test methodology and schedule.
15. Creation of a test environment separate from production and training.
    a. Includes a complete data set to support the various test types.

b. Test data will be “real data” (whenever possible), some of which is of a sensitive nature and therefore accessible under the same authorization rules as exists in production.
c. Verification that the separate test environment is ready prior to the SOM Subject Matter Experts beginning their User Acceptance Testing. Ready includes:
    i. System loaded and “ready and able” to be used
    ii. User testers have access and able to access the system
        1. Authentication and authorization will be in place to ensure protection of data
    iii. Reloading system to test including UAT after defects corrected
    iv. Reloading test data as requested

16. Provision of a tool to log and report defects from all the various tests including UAT. Said tool will be easily accessible to the State to post defects, review activity and run reports.
17. Execution of testing:
    a. Unit Tests
    b. Integration Test
        i. This involves validating that all of the functions works in unison as the modules are developed.
    c. Functional Test
        i. This occurs in conjunction with integration testing.
        ii. This ensures that the new system is handling data correctly, receiving inputs from users and files, performing data error checks and input validation, passing data between modules correctly, storing and retrieving data correctly, printing reports, and presenting the proper error messages to the user.
    d. Performance and Stress Test
        i. This occurs after integration and functional testing is complete and involves testing application procedures and functions with the increasing data and user load to ensure that the response time is within contract and user standards.
        ii. Performance testing involves the responsiveness of the system, <u>in an environment equivalent to production</u>.
            1. Production like environment at the SOM is provided in the QA environment
            2. The State will provide Vantage. The MDTMB will execute this test.
        iii. Stress testing involves measuring how the application will perform, <u>in an environment equivalent to production</u>, in response to increasing demand by simulating the following: (1) increasing the number of users, (2) increasing the complexity of the tasks which the users are performing, and (3) increasing the number of tasks the users perform. The final load test needs to demonstrate the ability to handle expected peak demand.
            1. Production like environment at the SOM is provided in the QA environment
            2. Will utilize Visual Studio 2010.
        iv. Performance and Stress Test results will be documented no less than weekly and any concerns identified with corresponding recommendations to correct or improve.
        v. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
    e. System Test
        i. This involves validating that all of the functions work in unison.
        ii. Stress testing involves measuring how the application will perform, <u>in an environment equivalent to production</u>
            1. Production like environment at the SOM is provided in the QA environment
        iii. The Contractor shall perform this test prior to submitting code to the SOM for the User Acceptance Test.
    f. All errors from the testing (listed above), unless specifically agreed to in writing by the DTMB Project Manager, will be corrected before the system is turned over to the State for User Acceptance Testing.
        i. Errors are not considered as closed until verified at the same level of testing as occurred. Therefore, for example, an error during performance test must be verified in performance test as corrected prior to closure.
        ii. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay
18. During system test, performance test, stress test and UAT, the Contractor will monitor, track/report and if necessary identify issues to address:
    a. System performance
    b. Computer resource usage
19. Though the State will perform User Acceptance Testing, the Contractor will provide business and technical personnel to monitor progress, investigate and answer questions that may arise and assist users in documentation of defects during User Acceptance Testing

a. All errors, unless specifically agreed to in writing by the DTMB Project Manager, will be corrected by the Contractor before completion of User Acceptance Testing
    i. Should a defect prevent continuation of testing by more than 1 business day, the State is not held responsible for schedule and associated costs of the delay

20. Creation of a test results report which records the test events, the dates of the events, the test results and the analysis of the results (defects and resolution).
21. Update of the Requirements Traceability Document (RTM). This provides evidence that all requirements are accounted for in the testing to validate they perform as expected. This will cover the completion of the column marked "Test Case", where the Contractor is expected to provide a reference to approved Test Cases. The Test Case document(s) will not be considered complete until the updated version of the Requirements Traceability Matrix is approved.

Deliverable(s) for Testing:

- Updated Test Plan
- Test Cases/Scripts
- Implementation of defect tracking tool
- Completion of tests as defined above
- Correction of defects (unless so excluded in writing by DTMB Project Manager)
- Test Result Report (after completion Performance/Stress Test, System Test and UAT)
- Creation of Test Environment including data
- Test Environment Verification
- Updated Requirement Traceability Matrix

H. Implementation

The Contractor will perform Implementation activities including but not limited to the following:

5. Implementation of a test system, training system, QA system and production system for the State-hosted system
    a. Verification the system, at each level, is ready to be used
6. A warranty period of 90 days. The system is not considered under "maintenance and support" until passage of the predefined time and closure of issues as identified by users or through Contractor conducted monitoring of the system
    a. Direct troubleshooting, as/if necessary, to define root cause of problems, recommend solutions and secure correction
    b. Provide weekly report on system performance including identification of problems/concerns as well as recommendations to address said issues
7. The Contractor will:
    a. Update the Implementation Plan
    b. Create of an installation guide
    c. Create of a checklist of installation activities (that can be used repeatedly as/if required)
    d. Provide support to DTMB in regards to all product related installations.
    e. Validate that the system is installed and ready for use
        - Will validate the installation guide and checklist and modify as/if required
    f. Monitor system performance
        - Usage
        - Identification of spikes
        - Identification of long running processes
        - Resolve issues as defined through users or monitoring of system performance

Deliverable(s) for Implementation:

- Updated Implementation Plan
- Installation Guide including Checklist
- Implemented system
- Management Reports including
    - Weekly Performance Log through the warranty support period
- Completion of the warranty period
- Resolution of issues during the warranty period from users and through monitoring of system performance

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

I. Training

The Contractor will perform Training activities including but not limited to the following:

9. This set of activities results providing the knowledge for users are able to perform their intended responsibilities with MDSC.
10. Training also provides knowledge so any support functions performed by DTMB (as define to include, but not limited to, Sections J and K below) can perform their responsibilities.
11. The Training Plan should be completed and approved no later than the start of the construction effort and training sessions must completed before MDSC goes into production.
12. Training material must be in a state supported tool that permits modification (such as Word, Power Point, etc).
    a. An initial session will "test" the effectiveness of the material through user feedback and
    b. The training material will be adjusted as necessary
    c. Training material (including anything on-line) can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
13. Training will occur in a training system, separate from production and separate from testing.
14. Training will include:
    a. For MDSC staff
        i. Preferably class training
            1. An individual (as listed below) may perform more than one role or same role across one or all approach.

Role	Candidates
State Complaints: • Coordinator • Supervisor • Secretary • Case Manager	 1 1 3 5
Due Process: • Coordinator • Supervisor • Secretary • ALJ • Case Managers	 1 1 3 5 5
Mediation • Coordinator (MSEMP/MDE) • Director/Supervisor • Case Managers	 2 2 5
Administrators	4

    b. For Field Personnel
        i. Preferably train the trainer for the two audiences listed below.

Role	Candidates
• Mediation Intake Specialist (25-30)	2
• Mediators (varies)	2

    c. For DTMB personnel
        i. The Contractor will provide knowledge to permit DTMB to support all activities listed below in Section K (Operations Services) and L (Maintenance and Support)
        ii. It is anticipated no more than 5 individuals will be recipients of said training and they are located in the Lansing area
        iii. If Section 1.104 (I) (M) is determined to be unnecessary since all transition occurs prior to implementation, then the Contractor will provide a Transfer Evaluation Report to identify any challenges and provide recommended actions to address no later than 30 days prior to implementation to maximize the ability/readiness of SOM staff to take primary operational control at implementation.
            1. Progress against said report will be reported weekly.
15. Additional "indirect" training support for users will be provided through on-line help.
    a. On line training will exist for the MDSC staff
    b. On line training will be available and useable during User Acceptance Test
        i. The Contractor will secure written feedback during UAT and modify as required
    c. Include "how to do…" for normal workflow of each role

d. Include ability to reflect common questions and answers (and again organized by role)
    i. Said "Q&A" should exist in a format that MDE staff can add, change or delete content as old problems go away or new problems are identified.
        1. Features hardest to understand
        2. Features generating the most calls
e. The on-line material will be printable.

Deliverable(s)
Training Plan
Training System (an environment separate from production and testing)
Training Materials suitable for each audience/role and per the Training Plan
- This includes teacher and recipient materials (slides, handouts, exercises, etc)
- This includes on-line how to and Q&A facilities

Execution of training so users able to perform their job responsibilities
- Initial training prior to implementation

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

J. Documentation
The Contractor will perform Documentation activities including but not limited to the following:

12. All documentation, training manuals, and training plans provided as deliverables become the property of the SOM
13. The documentation of components, features, and use of the hardware/software shall be detailed such that resolution of most problems can be determined from the documentation, and most questions can be answered.
14. All system, operational, user, training, change, and issue documentation must be available in electronic and hard copy format, published to an intranet website, accessible to State users, updated regularly, with unique numerical identifiers for each section and be consistent with the most current version of the application(s) and three (3) previous versions.
    a. Contractor will provide 2 CD copies and 1 hard copy of any updated document.
15. All material must be in a state supported tool (such as Word, PowerPoint, etc.) that permits modification as/if required and creation of unlimited copies.
16. Documentation can't illustrate real data. Names, identification numbers, etc. must reflect fictitious information to protect confidentiality of individuals.
17. An outline or table of contents should be approved before development or modification of the documents.
18. The Contractor must notify the State of any discrepancies or errors outlined in the system, operations, and user documentation.
19. Final but not yet approved versions of all material must exist before commencement of System Test and Training, unless specified as needed earlier in the project.
20. Final, approved version of all material must exist before commencement of Implementation, unless specified as needed earlier in the project.
21. At a minimum, documentation includes the following items not described elsewhere:
    a. Procedure Manual will define policies and practices in regards to the COTS
    b. User Manual will define "how to" use the system functions
    c. The Delivery Reference Manual will, among other things, provide details of the system build and the source code. The document will include the description of all modules within the application, source code listing, versioning standards used, libraries/directories, database objects, and code dependencies. This document is intended to help the technical staff that will, upon completion of this project, provide ongoing maintenance, support and enhancement.
    d. Data Model will present the data structure
    e. Data Dictionary will, at a minimum, define for each element its meaning, relationship to other data, origin, use and format.
    f. System Administrator Manual describes, among other things, how to handle security (authorization), job scheduling, system monitoring, archiving (e.g. backup and recover), etc.
    g. DBA Manual describe how to install, create and maintain the database
    h. Operations Manual describe how to perform IT support actions required on a daily or predefined regular basis, operations done only as needed (e.g. upgrades or to expand size due to increase usage), special operations (e.g. shut-down, recovery, etc) and troubleshooting

Deliverable(s)
On Line Help Screens, both "how to" and common "Q&A"

Procedures Manual
User Manual
Developers Reference Manual
Logical and Physical Data Model
Data (Element) Dictionary
System Administration Manual
Database Administration Manual
Operations Manual
Installation Guide
Test cases/scripts

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

K. Operation Services

The Contractor will perform Operations Services activities including but not limited to the following:

6. Systems Management
7. Security Administration Services
8. Comprehensive list of hardware and software required to install, operate and support said application
9. Process to provide software to the State and support provided to assist in installation in the various (QA, Production, Test, Training) environments

Deliverable(s)

- List of all hardware required
    - Includes any ancillary software required based on hosting solution
- List of software components
    - Includes any ancillary software required based on hosting solution
- Delivery of all software to SOM Office Automation (OA) Team
- Support to OA in the installation
    - Training including documentation on installation and support (as defined above in Section 1.104(1) (I)
    - Modification, as/if necessary to installation guide/checklist based upon the lessons learned from the actual installation

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

L. Maintenance and Support

The maintenance period will commence upon completion of the warranty period. Maintenance and support does not include enhancements (that are covered below in Section 1.104 (I) (N).

The Contractor will perform Software Maintenance and Support activities to MDSC (the modified COTS solution) that will include but are not limited to:

11. Performance maintenance
    a. Performance maintenance includes the following services:
        i. Improve the performance, maintainability, or other attributes of an application system.
        ii. Data table restructuring.
        iii. Data purges and or archiving to reduce/improve data storage.
        iv. Run time improvements.
        v. Replace utilities to reduce run time.
        vi. Potential problem correction.
        vii. Data set expansions to avoid space problems.
    b. Performance maintenance changes will be performed in a monthly patch release or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release.
        i. Said activity needs to be scheduled to minimize impact to users recognizing they have access 7x24.
        ii. Said activity must be communicated (broadcast message or other acceptable alternative) so users are aware prior to the outage
    c. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

12. System Maintenance
    a. Refers to regular and routine work performed by the Contractor on the MDSC and any ancillary systems or interfaces run by the Contractor under this contract.
    b. Includes any work required to correct defects in the system operation as required to meet requirements. This includes:
        i. Any routine file maintenance to update any information required for operation of the system such as data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data.
13. Adaptive and Preventive Maintenance
    a. Adaptive and preventive maintenance addresses upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:
        i. Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
        ii. Software modifications and upgrades necessary because of expiring vendor support.
        iii. Hardware, database, or application conversions that do not modify user functionality
        iv. One-time loads or reformats of user data
        v. Report distribution changes.
        vi. Disaster recovery plan activities.
    b. The changes should be transparent to the user.
    c. Adaptive release changes will be performed in a monthly patch release.
    d. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release.
14. Updated Documentation
15. Management Reporting
16. A process for escalation to ensure timely resolution of critical problems
17. A single point of contact (SPOC) to receive notification of problem.
18. Provision of annual renewable contract
19. Support to a State Hosted Solution
    a. Provide support to troubleshoot problems if so requested by the State technical resources within 30 minutes of request between the hours of 8 a.m. to 5 p.m. Eastern Time during normal business days or if after hours, within 30 minutes of start of the next business day
    b. Provide system enhancements/upgrades via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
    c. Provide adaptive and preventative maintenance via remote access during non-business hours to avoid disruption of users unless an exemption is granted, in writing, by the State
    d. Provide updated documentation per Section 1.104 (1) (J) prior to changes being pushed to production

Deliverable(s)

- Management Reports
    - Include uptime and explanation of any interruptions
    - Include performance against SLA (see Appendix C)
    - Listing of items completed during the reporting period
    - Listing of items planned during the upcoming reporting period
- Defect tracking tool
    - With State access to see activity and perform, as desired, reporting
- Updates (including replacements) to hardware, as/if required
- Updates to software, as/if required
- Updates to documentation, including training material, as/if required

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

M. Knowledge Transfer/Transition

Since this is a state hosted solution, the State believes that all transition to the DTMB for Operations Service (Section K, above) would occur before the application is implemented. However, if the Contractor believes otherwise, they will complete the section below.

The Contractor will perform Knowledge Transfer/Transition activities including but not limited to the following:

9. Knowledge transfer deals with State personnel securing knowledge about the system
    a. Operational knowledge (including administration and security)
    b. Maintenance/support knowledge
10. The Knowledge Transfer Plan will include, but is not limited to:
    a. The Knowledge Transfer Plan must be completed including approval at least 90 days prior to the scheduled implementation/go live date of the MDSC application
    b. The Knowledge Transfer Plan will describe the approach, tasks/steps, staffing levels, and roles and responsibilities of the State and Contractor to ensure State resources secure sufficient knowledge to serve as primary support for operations from the go live date
    c. The Plan will also include a checklist of items to transfer to ensure each item is tracked to completion.
    d. The Plan will also include a detailed project schedule developed and tracked throughout this activity
    e. Provide additional support during the warranty period to ensure continuity of operations without interruptions and enhance knowledge of the State personnel
11. No later than 20 business days prior to completion of the Knowledge Transfer, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
    a. The Contractor will provide updates during subsequent status reports and status meetings.
12. No later than 20 business days before completion of the warranty period, the Contractor will issue a Transfer Evaluation Report defining any concerns or deficiencies during this Knowledge Transfer with recommendations to resolve the problems.
13. Transfer Evaluation Report will include:
    a. Task level schedule status
    b. Training provided by each recipient
    c. Training remaining by each recipient
    d. Risks and Issues with actions, owners and target dates
14. Transition will include providing updated documentation as defined in 1.104 (I) (J) as well as training material as defined in 1.104 (1) (I) to reflect the current, “as is” system and support procedures.
    a. The Knowledge Transfer Plan and its associated project schedule will provide time for review by SOM personnel and Contractor written response to questions that may arise from said review.
15. This section does not mention update of software and update of documentation because said activities occur as/when they change and no extra effort should be required to prepare these documents.

Deliverable(s)

- (Baseline) Knowledge Transfer Plan including Project Schedule
- Updated Knowledge Transfer Plan including Project Schedule (if brought in house)
- Execution off the Knowledge Transfer Plan
- Transfer Evaluation Report
- Final Transfer Evaluation Report

Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

N. Other Services (Agency to add any additional services to be required)

The Contractor will perform Reserve Bank activities for future enhancements including but not limited to the following:

The State intends to establish funding for up to **2,000 hours** over the initial term of the contract for related development; that is, additional modifications to the MDSC application as implemented at the State. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project. They State may request additional hours if the option years are exercised.

The State will submit a Statement of Work (SOW) to the Contractor for the additional training and enhancements requested and the Contractor will provide a written price proposal. Upon review and approval

by the DTMB Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin.

Said activities if/when applied will leverage the rate table provided in Table E-6.

Deliverable(s)
- Pricing Proposal and Project Schedule
- Updated system to reflect changes pursuant to the Statement of Work
- Updated documentation as defined in Section 1.401(J)
- Updated training material as defined in Section 1.401(I)
- Training, as if required in the SOW
- Implementation of the revised system

Acceptance Criteria
High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501.

II. Requirements

A. General and Technical System Requirements
The General and Technical System Requirements will identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, service levels and interfaces. The General and Technical System Requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

B. Functional Requirements
The Functional Requirements identify what the product or system must do to enable performance of work tasks and any applicable service levels.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff
The Contractor provided resumes in the attached Personnel Resume templates (Appendix D) for staff, including subcontractors, who will be assigned to the Contract, indicating the duties/responsibilities and qualifications of such personnel, and stating the amount of time each will be assigned to the project. The competence of the personnel the Contractor proposes for this project will be measured by the candidate's experience with particular reference to relevant experience on similar projects as described in this Statement of Work. The Contractor will commit that staff identified in its proposal will actually perform the assigned work.

The resumes, whether key personnel or not, indicate to the State the quality and type of experience that you believe is necessary to perform said work. References are required for key person(s) and may be checked. As such, the resumes and reference checks assist the State in evaluation of each Bidder's ability to deliver the solution you propose. For other, non-key personnel, the Contractor will identify the necessary skill(s) and experience level to perform the assigned role and indicate how the specific individual meets or exceeds the requirement.

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

The Contractor will identify a Single Point of Contact (SPOC). The duties of the SPOC shall include, but not be limited to:
- Supporting the management of the Contract,
- Facilitating dispute resolution, and
- Advising the State of performance under the terms and conditions of the Contract.

The Contractor's SPOC is Craig Keller

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

The Contractor must submit a letter of commitment for Key Personnel, signed by the identified resource, stating their commitment to work for the contractor/subcontractor on this project contingent on award of the bid. If the identified personnel are currently assigned to a State project the contractor must provide a letter signed by the State Project Manager releasing the individual from the project upon execution of the contract.

The Contractor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. This chart will indicate all roles and individuals indicated by the resumes.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work. All Key Personnel may be subject to the State's interview and approval process. Any key staff substitution must have the prior approval of the State. The State has identified the following three (3) roles as key personnel for this project:

- Project Manager
- Lead Analyst
- Training Specialist

CaseLoad has identified in their response the following persons to perform these roles:

- Project Manager – Jason Cull
- Lead Analyst/Architect – Darryl Evans
- Training Specialist - The training specialist is not included. Training for the various areas of end User, Administration, Reports, Mail Merge, and Workflow will be handled by subject matter experts from the CaseLoad team.

The Contractor will provide a Project Manager to interact with the designated personnel from the State to insure a smooth execution of this project. The Contractor's Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's Project Manager Responsibilities include, at a minimum:

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

The Contractor will provide a **Lead Analyst/Architect** with responsibilities that include, at a minimum:

- Identification of gaps between requirements and COTS solution
- Design of modifications/enhancements
- Ensure test cases not only the base system but also reflect all modifications

The Contractor will provide a **Training Specialist** with responsibilities that include, at a minimum:

- Development of a training plan
- Development of training material including scripted webinars
- Execution of training

B. On Site Work Requirements

1. Location of Work

The work is to be performed, completed, and managed at the following locations:

a. The Contractor will work out of their office.
b. The State will provide workspace (work space, telephone, and access to a printer, copier, and fax machine) for the Contractor when on site at SOM offices for specific predefined activities and not

for the duration of the project. Said space is most likely at the 608 W. Allegan Street, Hannah Building, Lansing, Michigan where both MDE and MDTMB supporting MDE are located.

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

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

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

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

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

The State project team will consist of Executive Subject Matter Experts (ESME's), Subject Matter Experts, a MDTMB Project Manager and an Agency Project Manager:

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

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

Name	Agency/Division	Title
Cheryl Diamond	MDE	Supervisor
Harvalee Saunto	MDE	Coordinator
Stella Song	MDTMB	Analyst/Programmer

State Project Manager- (MDTMB and Agency)
MDTMB will provide a Project Manager who will be responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration.

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

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

- Arrange, schedule and facilitate State staff attendance at all project meetings.

Name	Agency/Division	Title
Bill Kerr	MDTMB	Project Manager
Harvalee Saunto	Agency	Project Manager

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

Name	Agency/Division	Title
Joe Kelly	MDTMB	Contract Administrator

1.203 OTHER ROLES AND RESPONSIBILITIES

The State will engaged other individuals from MDE or MDTMB as/if required. This will be coordinated by the SOM Project Managers listed above.

1.300 Project Plan

1.301 PROJECT PLAN MANAGEMENT

Preliminary Project Plan

The Contractor will provide a Preliminary Project Plan with the proposal for evaluation purposes. The preliminary plan, included in the Contractor's response will not be a sample from another engagement but a "first pass" of the plans that would be recommended for use on this effort. This includes but is not limited to:

5. The Preliminary Project Plan will include:
    a. Statement of project objectives
    b. Statement of project approach, that is, how the contractor will apply their understanding and their experience while following the components in Section 1.104 and complying with SUITE to providing a modified COTS solution
    c. Roles and responsibility matrix for both Contractor and State personnel
    d. Organization chart
6. The Preliminary Project Plan will include a MS Project Schedule that includes:
    a. All tasks as defined in Section 1.104
    b. All deliverables as defined in Section 1.104
        i. Target start and end dates for the deliverables.
    c. Dependencies that illustrate the relationship of various tasks and deliverables
    d. Identification of roles likely to participate in the tasks and deliverables
    e. Internal milestones including, for example:
        i. When hardware must be available
        ii. When various environments must be ready
        iii. When we go live
    f. Preliminary task durations (based upon their reading of this document and their own experience in performing similar efforts.
7. The Preliminary Project Plan shall include the following deliverable/milestones for which payment shall be made.
    a. Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
        i. Failure to provide deliverable/milestone by the identified date may be subject to liquidated damages as identified in Article 2.
8. The Project Plan, both preliminary and final, shall include, as defined in SUITE, the following sections:
    a. Communications Plan
    b. Quality Management Plan
    c. Change Management Plan
    d. Risk Management Plan
    e. Resource/Staffing Plan
    f. Procurement Plan
    g. Security Assessment and Plan
    h. Initial Test Plan
    i. Initial Implementation Plan

Orientation Meeting
Upon 15 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings
The State will require the Contractor to attend, at a minimum, biweekly meetings to review the Contractor's performance under the Contract. The meetings will leverage the Project Status Report (defined below) and will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control

1. The Contractor will carry out this project under the direction and control of MDTMB, in compliance with SUITE, and the Michigan Department of Education (MDE).
2. Within (20) business days of the execution of the Contract, the Contractor will submit to the State project manager(s) for final approval of the project plan. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:
   The Contractor's project organizational structure.
   The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal.
   - Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
   - Any positions to be allocated to a subcontractor or individuals identified that are not employees of the contractor must be so identified including the name of their firm.

   The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
   The time-phased plan in the form of a graphic display, showing each event, task, and decision point in the WBS.
3. The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite
   a. Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:
      - Staffing tables with names of personnel assigned to Contract tasks.
      - Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each.
        - Detailed plans for active phases but no less than next 90 calendar days (For example, if the design phase is "active" the detail plan is required for that entire phase. However, if this phase completes in less than 90 days, other phases that should become active within this window would also be included so at least 90 days of detailed activity is shown)
        - Said plan is updated no less than biweekly
      - Updates must include actual time spent on each task and any revision of the estimate to complete.
      - Graphs showing critical events, dependencies and decision points during the course of the Contract.
   b. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 REPORTS

A Weekly Project Status Report will be required from the Contractor from the start of the project until the completion of the project or mutually agreed by the MDTMB project manager and the Contractor.

Reporting formats must be submitted to the State's Project Manager for approval within (10) business days after the execution of the contract. The Contractor shall use as its base the Project Status Report SUITE template. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract. Report components will include:

Executive Summary of activity during the report period

Accomplishments during the reporting period
- Accomplishments indicate specific work started or completed and not work in process

Deliverable status
Schedule status
Change Control
Maintenance Activity (if any)
Planned accomplishments during the coming report period
- Planned Accomplishments indicate specific work started or completed and not work in process

Action Item status
Issues
- The Log may be attached rather than material copied into the actual PSR
- Detail on the Issue Log is provided in 1.401 (below)

Risks
- The Log may be attached rather than material copied into the actual PSR
- Detail on the Risk Log is provided in 1.402 (below)

The Contractor shall include, within the Executive Summary of the Project Status Report, a statement that the project is on schedule or, if not, reasons for discrepancies and a tracking date.

During testing, information will be included or attached to the PSR to indicate a summary of defects:
- Open at the beginning of the reporting period,
- New defects reported during the reporting period,
- Defects closed during the reporting period,
- Defects in process as (being worked on) of the end of the period,
- Defects not yet worked on as of the end of the period and
- Open defects as of the end of the period.

Said report may be broken down further by severity level if defects are so categorized. A detailed report or access to any tool used to track said defects will be available to the State upon request.

During system and user testing, information will be included to indicate:
- Number of test cases that passed on first try
- Percentage of test cases that passed on first try against all test cases completed

An updated Project Schedule reflecting activity to date as well as updates to the estimate to complete will also be provided by the Contractor with the Project Status Report. The schedule will identify tasks that are over estimate and/or behind schedule with associated actions to address the situation.

1.400 Project Management

1.401 ISSUE MANAGEMENT

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

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Project Manager as part of the Project Status Report or as otherwise agreed to. The issue log must be updated and must contain the following minimum elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue (a single owner).
- Priority for issue resolution (to be mutually agreed upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Updates (indicating date and progress made towards resolution of the issue)
- Resolution date
- Resolution description

Issues will be retained for the life of the project. However, upon resolution of an issue and communication thereof, the issue may be moved to an archive issue log for retention.

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

Level 1 – Business leads
Level 2 – Project Managers
Level 3 – Executive Subject Matter Experts (SME's)

1.402 RISK MANAGEMENT

A risk is a circumstance or event that may be "reasonably presumed" to occur and, if it occurs, may have a positive or negative impact on the project.

The Contractor is responsible for establishing a risk management plan and process, including the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, and monitoring of risk items. Risk assessment reviews with the State will occur at the start of each phase and no less than monthly. The documentation of the risks and associated information (defined above) will be in the Risk Log and updated to reflect each review.

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

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

The Contractor is responsible for identification of risks for each phase of the project and for updating said risk assessment no less than monthly. Mitigating and/or eliminating assigned risks will be the responsibility of the Contractor. The State will assume the same responsibility for risks assigned to them.

1.403 CHANGE MANAGEMENT

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

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

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

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

1.500 Acceptance

1.501 CRITERIA

Deliverables that are documents must:

- Be in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
    - Provide a heading indicating system (e.g. MDSC) and document name (e.g. User Manual) on each page
    - Provide page number and "of pages" on each page.
    - Provide an "as of" date.
    - Indicate final and not draft status
- If required by SUITE will leverage the SUITE template or leverage a template that serves the same purpose and contains similar information but if and only if with prior approval of the MDTMB Project Manager.

- Reflect correction of feedback provided by the State regarding but not limited to level of detail and clarifications.
- Reflect correction of issues identified by State personnel during the review of said documents unless waived in writing by the MDTMB Project Manager
- Not illustrate "real" data. Names, identification codes, etc. must be fictitious to ensure confidentiality of sensitive information.

Deliverables that represent modifications to the COTS solution must:
- Include updated documentation of the modules, pages, reports, etc.
- Indicate in the requirements traceability matrix (RTM) that all requirements were addressed through the System Development Life Cycle including design, development, and testing
- Reflect successful installation in no less than the test, training, UAT, QA and Production environments
- And operates in said environment including security (authentication and authorization)

Deliverables that represent testing must:
- Indicate all test cases have been successfully executed in system test, performance test, stress/load test, and User Acceptance Test
- And all defects, unless waived in writing by the State, are corrected

Deliverables that represent training must:
- Indicate all persons so identified to receive training, have in fact completed the training
- Reflect that all training material, per feedback from those trained and the State (MDTMB and MDE) Project Managers, has been updated

Deliverables that represent the warranty period must:
- Indicate passage of the timeframe
- Resolution of all issues raised during the period, unless waived in writing by the State MDTMB Project Manager

The approval process is defined in more detail in the terms and conditions, specifically sections 2.253, 2.254 and 2.255.

1.502 FINAL ACCEPTANCE

The following requirements for final acceptance apply:
- That all deliverables defined in Article 1 and per the acceptance criteria defined in section 1.501 have been completed and written approval provided
- That all contractual requirements have been met including but not limited to:
  - Placement of source code in escrow as/if applicable

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

Method of Payment
The project, from inception through and including warranty, will be paid based on a firm, fixed-priced and will be deliverables based. **The Cost Table attached (Appendix E) must be used as the format for submitting pricing information.** The Contractor shall adhere to the deliverables identified in the Cost Table. Modification to the Cost Table in Appendix E will not be acceptable.

The Contractor agrees the costs provided in Appendix E represent the total charge to the State, and that there are no other charges required to ensure successful Contract execution.

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

Out-of-Pocket Expenses

Contractor out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates.

If Contractor reduces its prices for any of the software or services during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's MDTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect. – OR – Contractor shall send updated prices to the State *[quarterly/semi-annually].*

Statements of Work and Issuance of Purchase Orders
Unless otherwise agreed by the parties, each Statement of Work will include:

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

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

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

- Contract number;
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number;
- Description of any commodities/hardware, including quantity ordered;
- Date(s) of delivery and/or date(s) of installation and set up;
- Price for each item, or Contractor's list price for each item and applicable discounts;
- Maintenance charges;
- Net invoice price for each item;
- Shipping costs;
- Other applicable charges;
- Total invoice price; and
- Payment terms, including any available prompt payment discount.

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

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

Appendix A – General and Technical Requirements

This Appendix contains non-functional requirements including expectations of the Contractor to support a Contractor hosted environment. The requirements identify what the solution or product must run on or integrate with, including any standards that must be met, security requirements, and interfaces. Technical requirements will also identify the general framework in which the system or product must work, such as: capacity requirements (number of users, concurrent users, number of transactions to be handled, peak usage), documentation, audit and backup and recovery.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC system.

- Each requirement and enhancement must be acknowledged individually.
- The column "Priority" indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
- The column "Yes or No" indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
    - I = Indicates the requirement is included (I) in the existing package
    - M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
    - A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor's capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	General Requirements				
136.	The system must have role based security at the field level due to the system containing sensitive data. The system must allow the system administration function to add roles and associate actors to those roles that allows access to the functional areas of the system, including Due Process Complaints, State Complaints and Mediation.	1	Y	I	The system has role-based security at the "row level" which means that only actors belonging to a role can see specific cases, documents, scheduled events, and notations. This will allow certain actors to see due process complaint cases, but not be aware of any state complaint or mediation cases.
137.	The system must allow actors to securely route documents within the system.	1	Y	I	The system can assign and restrict document access based on role(s)
138.	The system must allow actors to route work to other actors within the system.	1	Y	I	The system allows the assignment of work items to resources.
139.	The system must allow actors to search case files and items that are attached to the case file by indexes with keyword search criteria.	1	Y	I	This functionality is included with the Full Text module.
140.	The system must enforce the entry of valid data in mandatory fields before additional functionality or processes can be performed.	1	Y	I	The system enforces the entry of valid data using multiple types of validation.

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
141.	The system must have online help for each use case or functional sections of the system (there are approximately 32 use cases). The online help will include but is not limited to: • enter State and Due Process Complaints • enter State Complaint Corrective Actions • enter a State Complaint Extension • enter a State Complaint Proof of Compliance	2	N	I	The online help is context sensitive and therefore explains what data entry fields are used for.
142.	The system must allow actors to generate pre-defined reports upon request, such as Annual Performance Reports (APR) that meet the federal reporting guidelines.	1	Y	I	The system interfaces with Microsoft SQL Server Reporting Services, and provides access to reports directly through the application.
143.	The system architecture must be designed to allow actors to run reporting tools against information in the database to generate customized one time reports.	1	Y	I	The system architecture is transparent to the reporting tools. Data Models are provided as a surface to retrieve data from. Microsoft's SQL Server Reporting Services allows for the definition of ad-hoc reports using SQL syntax or a visual designer. The ad-hoc reports can then be saved or discarded as required.
144.	The system must use role based security, compliant with Department of Technology Management and Budget (DTMB) identity management standards.	1	Y	I	As per the standards provided in the answers to our questions: No application data is persisted on a client machine. The only use of cookies is for control state management (i.e.: expanded, or collapsed).
145.	The business functional areas are Due Process Complaints, State Complaints and Mediation. Support shall be provided during regular business hours of 8am-5pm Mon-Fri.	1	Y	I	Support will be available between the hours of 8:00am and 5:00pm Monday to Friday.
146.	The system must comply with Department of Technology, Management and Budget (DTMB) Agency Web standards.	1	Y	I	All of the standards outlined in the DTMB's Agency Web Standards document are followed with the exception of Michigan branding. As this is a COTS solution, Michigan branding will not be implemented.
147.	The system must comply with DTMB enterprise security standards.	1	Y	I	The solution complies with the DTMB's Enterprise Security standards. Security for the application is multi-tiered and multi-faceted. With Windows Authentication being the first level of security, the second level of security is named user based, and the third level is role based.
148.	For all notifications the actor will compose the email text	1	Y	I	The system can be configured to send notifications in a number of pre-defined

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	and/or select from a list of MS Word templates and the system will interface with MS Outlook for the sending of the email. If a MS Word template is used, it will be attached as a PDF to the email. The system will also need to allow the actor to print MS Word letters that can be sent to Complainants via US Mail.				formats including but not limited to MS Word 2003, MS Word 2007/2010, Portable Document Format (PDF), plain text, and HTML. The system does not require that a user have Microsoft Outlook installed, and instead interfaces with a SMTP server. If a notification needs to be printed rather than emailed, that option is also available.
149.	For all reports/letters the actor will select from a list of templates which are MS-Word format and have the ability to add or modify text. These templates will have sections that are System Administrator maintained and locked from actor modifications.	1	Y	I	This functionality is already available.
150.	System needs to allow web based secure access by actors within and external to the State of Michigan Network. Actors are both internal to state network and public actors through the Internet.	1	Y	I	The system can easily be configured to run using secure sockets when accessed both internally and externally.
151.	System must allow the System Administrator role to update business rules through configuration changes and not require modification to program coding.	1	Y	I	Configuration and maintenance of business rules is performed through the system's administration user interface.
152.	The system must support record retention for State Complaint Cases for up to 3 years and Due Process Cases for up to 5 years. The system must have the ability to inactivate and reactivate each case.	1	Y	I	This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.
153.	The system must allow the sending of notifications to Recipients at the end of the record retention period.	1	Y	I	This is a standard functionality of our exhibit module Exhibit Tracking Module. Pricing will be reflected in the software section.
154.	The system must have the ability to capture these multiple entities: • resident district • resident ISD • operating ISD • operating District student is attending if different than resident District	1	Y	M	See customization # 5 Add new student and school properties.
155.	The system must have a field to store the student UIC. The field is optional. (can be null)	2	Y	I	This is the person code field which is optional.
156.	The system must check for state complaints, due process,	1	Y	I	Included in the case intake wizard.

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	and mediation duplicate cases based on Complainant, Student, District(s) and display cases that may be duplicates or similar to the actor for validation/verification.				
157.	The actor must be able to create the new case if they determine it is not a duplicate.	1	Y	I	This functionality is already available.
158.	The system must search for duplicate cases based on Complainant, student, and Districts.	1	Y	I	This functionality is already available.
159.	The system must search for previous related cases based on Complainant, student, and Districts. The system will display any cases found.	1	Y	I	This functionality is already available.
160.	The system must capture/create all data elements in a Microsoft Word template to interface with the SOAHR system.	1	Y	I	Templates can be populated with fields from the database. The resulting documents can be sent to SOAHR. We will determine the optimal transmission method for the SOAHR interface.
161.	The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.	2	Y	M	The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR. See Customization #24 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.
162.	The system must be able to import or export data from the SOAHR system. Data is to include but is not limited to: • hearing date • hearing time • hearing place	1	Y	M	An interface can be created to be triggered when SOAHR schedules an event (e.g. prehearing, hearing, etc.) and to send information to the MDCS. See Customization #6 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.
163.	The system must pull entity information from the State Educational Entity Master (EEM). This must be a real time pull when data is needed. The system must prevent duplicate storage of data already maintained in EEM.	1	Y	M	The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require a custom extension to read information from EEM. See Customization #6 Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.

Appendix B – Functional Requirements

Functional requirements identify the requirements of the new MDSC. However, the Contractor will need to review all Appendices and Attachments to understand the complete requirements of the new MDSC.

The Contractor must indicate whether they acknowledge compliance with the following requirements. Compliance means the Contractor will fully provide all aspects of the requirement and that they will be incorporated into the new MDSC.

- Each requirement and enhancement must be acknowledged individually.
- The column "Priority" indicates if the requirement is mandatory (1), prefer to have as improves process (2) or optional (3).
    - In the pricing proposal, the Contractor will indicate the specific cost of providing priority 1 and 2 features that are not already included in the base COTS solution. As such, optional features may or may not be included in the final, negotiated solution.
- The column "Yes or No" indicates whether the contractor agrees (Y=Yes) or not (N=No) to be compliant with the following listed requirements and enhancements.
- The column (I, M or A) must be completed. This indication is expected whether the feature is mandatory or optional.
    - I = Indicates the requirement is included (I) in the existing package
    - M = Indicates the requirement exists in part but likely requires modification (M) to the existing package.
    - A = Indicates the requirement does not exist and will be added (A) to the existing package.
- The comments column allows the contractor to provide any additional comments that will assist the State in evaluating the contractor's capability to provide the requested services in compliance with identified requirements.
- Comments are welcome even when the Contractor expects to be fully compliant with the requirement.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Due Process Complaints				
164.	The system must support the entry and processing of Due Process complaints. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(a)(1) of the IDEA regulations.	1	Y	M	See customization #5 Add new student and school properties.
165.	The system must have a web form for the Due Process Complaints. The form is to be available to any public user. Note: MDE accepts complaints received manually, by fax or by email that are hand keyed into the system.	1	Y	M	This is standard configuration of our e-filing module. Services will be required to implement this functionality. See customization
166.	The system must have the ability to save and process up Due Process Complaints. Note: On average 150 per year	1	Y	I	This not a problem for myCaseLoad
167.	The system must have the ability to assign the Due Process Complaint to the Administrative Law Judge.	1	Y	I	This is standard functionality
168.	The system must have the ability to notify the Administrative Law Judge that they have been	1	Y	M	See customization #3 Email the Administrative Law Judge, MDE Case Manager, and ISD Case

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	assigned the Complaint.				Investigator, as appropriate, when they are assigned to a case.
169.	The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint has met the requirements. Note: R340.1724(f)	2	Y	M	See customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
170.	Due Process Complaint Requirements include: • Student name, • District(s) the complaint is against, • Parent/Guardian information • Statement of delivery Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.	2	Y	I	Standard functionality
171.	The system must allow the SOAHR Secretary to enter a Complaint Case filed date and completed date.	1	Y	I	
172.	The system must have configurable pre-defined time period requirements for Administrative Law Judges (ALJs) to determine if a complaint is sufficient. The current regulations stipulate the ALJ has 5 business days to make this determination. Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d) of the IDEA regulations.	1	Y	I	This is standard functionality but must be configured during the implementation.
173.	The system must use the Complaint start filed date and completed date to determine if the regulated time period is exceeded and send an email notification to the Due Process Complaints Coordinator and SOAHR Secretary before the time period is exceeded. Note: A due process hearing must be completed within the timeline established in the IDEA regulations. • 300.515(a) non-expedited 45 school days • 300.532(c)(2) expedited 20 school days The regulated time periods will be maintained by the System	1	Y	I	This is standard functionality but must be configured during the implementation.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Administrator.				
174.	The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.	2	Y	A	See customization #7 Provide ALJ with examples of corrective actions to associate with the case.
175.	The system must have configurable time periods in which the resolution session conferences must take place. The current regulated time periods are: • 15 days for expedited • 30 days for non expedited Note: 300.510(a)(b) 300.532(c)(3) 15 days IDEA regulations.	1	Y	I	This is standard functionality but must be configured during the implementation.
176.	The system must use the due process complaint filed date and completed date to report if the complaint is processed within the regulated time period. Note: • 300.515(a) non-expedited 45 school days 300.532(c)(2) expedited 20 school days	1	Y	I	A report can be automatically generated and sent to any recipient
177.	The system must calculate the calendar days between the filing date and the request hearing date and send email notifications to the Due Process Complaints Coordinator if it is more than 45 calendar days for non expedited cases.	1	Y	I	This is Delinquency notice that is a standard feature of MCL
178.	The system must notify the Complaints Coordinator of Complaint Case status changes within the due process complaint processes. Note: Status changes – object to sufficiency, amended complaint, parties enter mediation, extension.	1	Y	I	This is Standard functionality of MCL
179.	The system must allow the SOAHR Secretary to enter a Complaint Case extension with the extension date and a reason for the extension. Note: Reasons for extension will be maintained by the System Administrator.	1	Y	M	See customization #8 Enter a case extension with reason.
180.	The system must have a configurable pre-defined time period for hearings to take place. The current regulations stipulate the hearings must take place within: • 20 school days for expedited cases	1	Y	I	This is standard functionality but must be configured during the implementation.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	• 45 schools days after the conclusion of the resolution session. Note: Time periods for haring conferences will be maintained by the System Administrator.				
181.	The system must allow actors to create and generate letters from a standard template.	1	Y	I	This standard functionality of MCL
182.	The system generated letters are to include, but not be limited to, these four letters: • check list letter • order scheduling oral argument • notice of hearing • order granting rehearing.	1	Y	I	This standard functionality of MCL Services will be required to implement this functionality.
183.	The system must save letters and associate them to the electronic case file. The system should also store the actor ID of the author of the letter and the date/time the letter was created.	1	Y	I/M	The document can be saved and time stamped, if you need the author to auto-fill then a modification is required. The author can be added manually without modification. See customization #10 Automatically store the author of a generated letter.
184.	The system must allow actors to attach digitally scanned "Proof of Compliance" documents to the electronic case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance. Note: The system does not need to support scanning	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
185.	The system must allow entry of multiple Due Process Complaint sufficiency challenges and the results to those challenges. Note: System Administrator will maintain list of predefined challenges and results.	1	Y	I	This is a standard feature of MCL
186.	The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection. • 15 days for non expedited cases Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA	2	Y	I	Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	regulations.				
187.	The system must allow the ALJ to search and reference their findings based on keyword search criteria.	2	Y	I/M	An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories. Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module. A second alternative is to provide the user with a limitless number of un-constrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords. See customization #12 Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.
188.	The system must support standard pre-defined reports. Reports generated by the system will include, but are not limited to: • APR - Annual Performance Reports • number of expedited and non – expedited cases open	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services. Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly
189.	The system must allow authorized actors to document in the system: • pre hearing activities • settlement notifications • hearing dates • motion dates • pre-trial activities Note: Scheduling is completed externally in MS Outlook which is outside of the system.	1	Y	I	Scheduling activities will be performed within myCaseLoad. The Exchange Integration Module will be used to check the availability of (state employee) resources using their individual Outlook calendars. As well, scheduled event information will placed on the Outlook calendar of state employees.
190.	The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.	2	Y	I	Mail merge templates
191.	The system must allow the actors to add scanned digital images to the due process complaint case electronic file. Attachments will include, but are not limited to: • appeal attachments	1	Y	I	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
192.	The system must allow the SOAHR Secretary to select decision letter templates. The system must ensure that the date	1	Y	M	See customization #13 Enforce requirement that decision date is the same as the date mailed.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	of decision entered is the same as the date they enter for date mailed.				
	State Complaints				
193.	The system must support the Complaint Intake process.	1	Y	I	This is a standard functionality of MCL
194.	The system must allow the actor to enter Complaint form information.	1	Y	M	See customization #5 Add new student and school properties.
195.	The system must have a web form for the State Complaints. The form is to be available to any public user.	1	Y	I	This is standard configuration of our e-filing module. Services will be required to implement this functionality. See customization # 2 Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing
196.	The system must have the ability to save and process up to 300 or more State Complaints a year.	1	Y	I	This is not an issue for MCL
197.	The system must generate form letters prefilled with complaint information for sending to the Complainants.	1	Y	I	This standard functionality of MCL
198.	The system must generate a Complaint Case and assign a unique case number to that case.	1	Y	I	This standard functionality of MCL
199.	The system must allow the actor to qualify a complaint against the Special Education State rules and federal regulations. Note: State Rule 340.1851, Federal regulations Section 300.153(a)	1	Y	M	See Customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
200.	The system must allow the actor to create “No Jurisdiction” or “Does not meet requirements” form letters. A complaint can have multiple allegations cited and letter(s) will be needed to address each. A letter regarding “no jurisdiction may relate to one or more allegations. A letter regarding “does not meet requirements” may relate to one or more allegations.	1	Y	M	See Customization #14 Relate a generated letter to one or more allegations to appear in the text of the letter.
201.	The system must support the Initiate a State Complaint process. Note: Federal Regulations 300.151 and 300.152	1	Y	I	This standard functionality of MCL
202.	The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case.	2	Y	M	See Customization #15 When manually assigning a Case Manager to a case, show their region association.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
203.	The system must allow the State Complaint Coordinator to assign any Case Manager to a Case.	1	Y	I	This standard functionality of MCL
204.	The system must allow the actor to generate notifications to the MDE Case Manager and ISD Case Investigator of a new Case assignment.	1	Y	M	See Customization #3 Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.
205.	The system must display work load by Case Manager to the State Complaint Coordinator upon request to assist in the selection of a Case Manager to assign to a Case. The list of cases per Case Manager should also display the date opened and the status of the case.	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services. Included in the pricing is training for MDCS staff on creation of reports. If MDCS would prefer CaseLoad create these reports we will need to scope out details of the and price accordingly
206.	The system must create the case and the associated electronic case file and a save the date and time the case was filed.	1	Y	I	This standard functionality of MCL
207.	The system must use the Case filed date to calculate the 60 calendar day time period that MDE has to process the complaint and send the Final or Amended Final Report. Note: Federal regulations Section 300.152	1	Y	I	This standard functionality of MCL
208.	The system must allow the actor to select multiple notification form letter templates (MS Word format), per complaint, that are prefilled with complaint information.	1	Y	I	This standard functionality of MCL
209.	The system must allow the actor to associate data elements to include faxed items, scanned items and other letters of correspondence to a Complaint Case electronic file. Note: The system does not need to support scanning.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
210.	The system must allow the actor to print a Case packet of some or all the items associated to the electronic Case file. Note: the average number of items in a Case packet is 8.	1	Y	I	This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.
211.	The system must allow the actor to create an e-file (in addition to printing for US Mail) of the Case packet that can be emailed to authorized interested parties, e.g. District, and Complainants.	1	Y	I	This is a standard functionality of our DOCUMENT PACKAGING Module. Pricing for this module and subscription will be included in the Customization table.
212.	The system must support the MDE and ISD Investigation process.	1	Y	I	This standard functionality of MCL
213.	The system must enforce read only access of the MDE Case Manager entered information to	1	N/A		B-78 has been removed from the requirements for this project.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	the ISD Case Investigator and allow the ISD Case Investigator to enter ISD specific Case information.				
214.	The system must allow notifications of Complaint Case information back and forth between the MDE and ISD Complaint Managers through email or comments associated to the Case.	1	Y	I	This standard functionality of MCL.
215.	The system must maintain the author, date, time and who is allowed to view comments that are entered for Complaint Cases. Note: The actor must be able to indicate if the comment is for them to see only, or if others can see it.	1	Y	I	Role based security on each comment. If a user is not part of the role, they will not know the comment exists.
216.	The system must display a configurable list of Investigation items needed by Case Type/Rule that the Case Manager can select from. Note: Configurable list of Investigation items will be maintained by the System Administrator.	1	N/A		B-78 has been removed from the requirements for this project.
217.	The system must use the date the Case is filed to calculate the time periods, by Case Type for various Case Statuses. e.g. MDE Case Manager and ISD Case Investigator should talk within 10 days of Case being filed. Approximately 30 time periods need to be maintained Note: Configurable status time periods will be maintained by the System Administrator	1	Y	I	Configurable workflow by case type. This standard functionality of MCL
218.	The system must send out email notifications based on a configurable number of days before the status time periods expire. Note: Configurable time periods will be maintained by the System Administrator	1	Y	M	See customization #1 Send out reminder a configurable number of days before a task is delinquent.
219.	The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.	2	Y	I	Stored as a scheduled event which will also appear on Outlook calendars.
220.	The system must support the MDE Final Report Review Process.	1	Y	I	This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.
221.	The system must allow the ISD Case Investigator to send via email and attach to the electronic Case file the draft Final Report for the review of the MDE Case Manager.	1	Y	I	This is a standard functionality of our DOCUMENT PUBLISHING Module. Pricing for this module and subscription will be included in the Customization table.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
222.	The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator	2	Y	M	See customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
223.	The system must allow Final Report notifications and comments to be sent back and forth between the MDE Case Manager and the ISD Case Investigator.	1	Y	I	Case notes within myCaseLoad or email messages within Outlook. This standard functionality of MCL
224.	The system must allow for Final Review work flow within MDE. (Tiered Review between MDE Case Manager and MDE Case Coordinator). Note: Work flow tiers will be maintained by the System Administrator	1	Y	M	See customization #18 Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager)
225.	The system must support a configurable number of versions of the Final Report that are attached to the electronic Case file.	1	Y	M	See customization #17 Keep up to ten versions (configurable) of the Draft Final Report along with each reviewer's comments.
226.	The system must be able to display standard conclusion wording to the MDE Case Manager upon request based on Case Type/Rule. Note: The standard conclusion wording will be maintained by the System Administrator	1	Y	M	See customization # 19 Provide Case Manager with Administrator-maintained standard conclusion wording.
227.	The system must display upon request examples/templates of the Final Report Closing Statements for the MDE Case Manager to select from. Note: The example templates will be maintained by the System Administrator	1	Y	M	See customization # 19 Provide Case Manager with Administrator-maintained standard conclusion wording.
228.	The system must generate the Final Report version (MS Word format) after all information has been entered and edited by the various parties. The final version will be associated with the electronic Case file.	1	Y	I	This standard functionality of MCL
229.	The system must allow the sending of the Final Report, via email (or printing for manual sending by US mail), to all interested parties; The actor will select the parties; Complainant, Superintendent of District, Superintendent of ISD, and the system will pre-fill the addresses on a standard Cover Page.	1	Y	M	See customization #20 Attach the Final Report to a cover page and send to all interested parties.
230.	The system must support the Corrective Actions process.	1	Y	A	See customization #7 Provide ALJ with examples of

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
					corrective actions to associate with the case.
231.	The system must display a predefined list of Corrective Actions to the Case Manager upon request based on Case Type/ Rule and allow the actor to select one or more or enter a unique corrective action and associate it with the Case. Note: The corrective action list will be maintained by the System Administrator	1	Y	A	See customization #7 Provide ALJ with examples of corrective actions to associate with the case.
232.	The system must display a predefined list of Proof of Compliance examples to the Case Manager upon request based on Case Type/Rule and allow the actor to select one or more or enter a unique Proof of Compliance and associate it with the Case.	1	Y	I	The user can create a document entry and choose a specific "Proof of Compliance" document type. When the document type is chosen, a more detailed subject text will automatically appear. The Case Manager can modify the defaulted text.
233.	The system must allow the Case Manager to associate Proof of Compliance documents to the electronic Case file that are received from the District or ISD.	1	Y	I	Document entry with an attachment. This standard functionality of MCL
234.	The system must allow the Case Manager to enter the start and end dates for Corrective Action items and send email notifications to the Case Manager some number of configurable days before the time period expires. Note: Configurable time periods will be maintained by the System Administrator.	1	Y	A	See customization #21 A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.
235.	The system must notify the MDE Case Manager if the Corrective Action date is reached and no proof or compliance record is on file.	1	Y	A	See customization #21 A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.
236.	The system must display upon request the non-compliance letter templates to the actor and let them select and modify for sending of notifications. These letters are to be sent to the District Superintendent, District Special Education Director, ISD Superintendent, ISD Director, Complainant, and the ISD Investigator. Note: There are up to 3 different types of letters	1	Y	I	This standard functionality of MCL
237.	The system must allow for electronically attaching the scanned image of the Proof of Compliance for each Corrective	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Action to the electronic Case file and allow the actor to enter key fields such as date proof of compliance was received, which corrective action it is for, date compliance was met, and the District submitting the proof of compliance.				dependent upon item #7 (Ref B.39)
238.	The system must support the State Complaint Reconsideration Process.	1	Y	I	This standard functionality of MCL
239.	The system must allow the Case Manager to enter "for reconsideration" from either the Complainant or District.	1	Y	I	The request for reconsideration document will be related to either the complainant or the District. This standard functionality of MCL
240.	The system must allow for the Case Manager to enter Reconsideration statuses and date/time information for key activities: • date Final Report received • date Reconsideration received • date Investigation reopened • date Final Report amended	1	Y	I	Can be handled as a separate recon case or a re-opening of the original complaint case. This standard functionality of MCL
241.	The system must support the Closing of a Case.	1	Y	I	Based upon the action performed to close the case, the disposition information will be tracked. This standard functionality of MCL
242.	The system must allow the Case Manager to enter certain demographic and other Case related information to support reporting and Case analysis. These may include, but not be limited to: • number of allegations • type of disability • age of Student	1	Y	M	In addition to the standard demographic and other case related information stored by myCaseLoad, we will also ensure that an unlimited number of allegations, type of disability, and student birth date will also be stored. Any additional pieces of information will be considered.
243.	The system must capture the date the Case is closed.	1	Y	I	Yes, part of the case disposition information from the original complaint and the reconsideration. This standard functionality of MCL
244.	The system must store historical Case files with indexing which can be searched by keyword.	1	Y	I	Full text search module This standard functionality of MCL
245.	The system must support the Proof of Compliance process.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
246.	The system must allow associating scanned images of notifications of Compliance by the Districts to the electronic Case file.	1	Y	I	Document will be related to the District. This standard functionality of MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
247.	The system must allow the Case Manager to enter multiple Proof of Compliance statuses and dates per Corrective Action.	1	Y	M	See customization #11 Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)
248.	The system must have the ability to store Complaint Cases for a configurable number of years. Note: The System Administrator will maintain the number of years.	1	Y	I	If mandated to purge the database after a number of years, it can be done.
249.	The system must support Extensions to the 60 day time period that a State Complaint Case is required to be processed by federal regulation.	1	Y	I	The 60 day time period can be extended as necessary. This standard functionality of MCL
250.	The system must allow the Case Manger or State Complaint Coordinator to be able to enter the extension time period, the reason for extension, and who approved the extension. This is an extension to the 60 calendar days that the federal regulation allows to resolve a State Complaint Case.	1	Y	M	An extension request could be entered along with the reason and requested number of days. The extension could be approved or rejected by a user and the number of days approved can also be recorded, if different from the requested number of days. See customization #22 Track requests and the approval process for extensions to the 60 day time frame.
251.	The system must allow the Case Manager or State Complaint Coordinator to be able to change the status of a Complaint to “Abeyance” the reason for the abeyance, and who approved the abeyance. This complaint is “in abeyance” and the 60 calendar days that the federal regulation allows to resolve a State Complaint Case will be extended for the length of the abeyance.	1	Y	M	The 60 day time frame will be extended by the length of the abeyance when the “held in abeyance” status is removed. See customization #23 Allow a case to be "held in abeyance" which will not fire delinquency notices. Automatically extend the 60 day time frame when the "abeyance" is removed.
252.	The system must send email notification (and allow the actor to print for US Mail), to the interested parties of the Case extension. i.e. Complainant, District and ISD.	1	Y	I	When approving an extension, the user can choose to generate a notification. The interested parties who have elected to receive notices by email will get an email message. The interested parties who want printed notification will have their notices sent to the user for printing.
	Mediation				
253.	The system must receive mediation intake requests. Note: The mediation process must meet the requirements defined by 300.506 of the IDEA Regulations (state rules tend to fill in the gap) R340.1724(d)	1	Y	I	This is standard functionality of MCL
254.	The system must have the ability to save and process up 700 mediation intake requests per year.	1	Y	I	This is not an issue for MCL

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
255.	The system must allow the Intake Specialist to input the intake request information. System must allow input from these four request types: • online web form • mediation 800 number and 20 local center numbers • local mediation center walk-ins • US mail	1	Y	M	This is as standard feature of our e-filing module. Services will be needed to design online web form. See customization # 2 Services required to design a due process complaint form, state complaint form, or mediation request form for electronic filing.
256.	The system must allow Intake Specialists to generate mediation meeting confirmation letters electronically from a standard list of templates to all mediation meeting participants.	1	Y	I	This standard functionality of MCL
257.	The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist. Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.	2	Y	I	Assign a mediator and mediation coordinator to the case. This standard functionality of MCL
258.	The system must allow actors to generate mediation reports for OSE-EIS. There will be approximately 10 reports which will include but are not limited to: • number of mediation request form received per year • number of mediation requests not held. • mediation resulting in agreements	1	Y	I	This can be accomplished with a report. Services may be needed to implement.
259.	The system needs to count how many mediation request have the “meetings with agreement” data element indicated.	1	Y	I	Agreement, Partial Agreement or No Agreement will be tracked by the scheduled event result or the specific signed document type recorded in the mediation request case.
260.	The system must allow the Intake Specialist to generate a mediation resulting in agreements report and store the report electronically.	1	Y	I	Scheduled reporting services report which keeps a snapshot on a periodic basis (e.g. monthly). This can be accomplished with a report. Services may be needed to implement.
261.	The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	Y	I	This can be the document delivery method of the mediation request form. This is a standard functionality of MCL
262.	The system must allow actors to capture outreach activities. Outreach activities include, interactions with the general	2	Y	I	Another document type can be created that is not related to a specific mediation request case. This could provide the stats you

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.				need for your outreach activities.
263.	The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report	2	N		We are not certain we can help you with this requirement.
264.	The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	N		We are not certain we can help you with this requirement.
265.	The system must notify MDE via e-mail when a mediation status changes and action is needed in State or Due Process Complaints areas such as agreement to mediate, disposition date, and issues disposed. Note: Notification to include: Case Number and District Number only, no names are allowed to comply with confidentiality requirement. The confidentiality requirement may be different if encrypted email is available.	1	Y	I	Workflow triggered notices with configurable text format. This standard functionality of MCL
266.	The system must be able to generate mediation referrals to satellite offices.	1	Y	I	Mediation request cases can be transferred to other offices. This standard functionality of MCL
267.	The system must allow system actors to trigger a notification e-mail to the Mediation Coordinator if a Complainant is interested in mediation services.	1	Y	I	Workflow rules will trigger the creation of a task for the Mediation Coordinator. They can also get an email. This standard functionality of MCL
268.	The system must track the start date and elapsed number of calendar days of the mediation case.	1	Y	I	Visible on view case screen. This standard functionality of MCL
269.	The system must generate reports including statistical data to OSE (Office of Special Education) to support MDE data reporting needs for the Annual Performance Reports. There will be an approximated number of Reports which will include but are not limited to: • number of cases open • open and closed cases	1	Y	I	The ability to create the type of reports listed is supported. Detailed information on specific reports to be included is necessary to provide a quotation for services.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	with and without an agreement related to hearings • cases mediated with agreement • closed cases related to complaint Note: See Table 7				
270.	The system must allow the actor to trigger the sending of the mediation reports in an electronic format, e-mail, to the Michigan Special Education Mediation Program (MSEMP). The system must allow the actor to send one or more of the following: • Special Education Mediation Case Statistics Report • Centers Reporting Cases Report • Mediations by Mediator Name • ISD/LEA Summary Report • Centers Summary Report • Payment Vouchers Report • Pending Mediations by Service Type • Cases Related to Hearing/Complaint • Cases Open	1	Y	I	The actor will either request the report(s), save them, email them to the MSEMP OR they can schedule the reports to run periodically (e.g. monthly) and they will be automatically sent to the MSEMP.
136	The system must allow entry of prior data (cases) to "build" a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mediation, due process or state complaints.	2	Y	I	Not an issue for MCL

Appendix C – Service Level – Reserved

Appendix D – Resume Templates – Reserved

Appendix E – Cost Tables

The Contractor will complete the Cost Tables and all price information is included in the Price Proposal, separate from the Technical Proposal.

- Unless shaded out (in grey), all cost or hour boxes need to be completed. The State may consider a Contractor as "non-responsive" and said Contractor may be disqualified if they only complete "totals" and not provide details.
- Comments are encouraged, especially to help understand how the numbers were derived.
- Year 1 begins with start of the contract.
- Cost information only reflects a standalone solution (that is, independent or "indpt" of SOAHR

Table E-1A: Project Summary of Cost

#	Cost Components	Detailed in Table	Cost (Indpt)	Comments
1	Project excluding enhancements	E-2a	$216,346	
2	Enhancements	E-2b	$38,700	
3	Licensing Fees	E-3	$90,368	
4	Recurring Software Maintenance & Support	E-4	$79,500	
5	Knowledge Transfer	E-5	0	
	Grand Total		$424,914	

Notes:
1. Rows 3 and 4 above only reflect "minimum contract of 3 years" (that is, excludes optional years).
2. Modification to COTS includes only the priority 1 (= mandatory) features.

Table E-1B: Project Summary of Cost by Time

Shared Solution

#	Cost Component	Initiation through Warranty	M&S Year 1	M&S Year 2	M&S Year 3	Total Minimum Contract	Optional Year 4	Optional Year 5
1	Project Excluding Enhancements (See Table E-2a)	$216,346						
2	Enhancements (Table 2b)	$38,700						
3	Licensing Fee (Table E-3)	$90,368						
4	Recurring Software Maintenance and Support (M&S) (See Table E-4)		$26,000	$26,500	$27,000			
	Total Costs	$345,414	$26,000	$26,000	$27,000	$424,914		

Notes:
1. Licensing fee indicates year "invoiced."
2. M&S starts after 90 warranty period. Whatever year the "modification including warranty" completes, the M&S would reflect remaining of the year.
3. This particular cost summary does not reflect:
    a. Reserved Bank for Enhancements
    b. Costs for Optional features (Priority = 2 and Priority = 3)

Table E-2a: Details of "Project Execution Excluding Enhancements"

The initial proposal included costs if the solution was independent (not a shared instance). This was removed given the option selected.

#	Cost Components Based On Phase and Deliverables	Estimated Hours	Cost	Comments
1	**Initiation and Planning**			
1a	• Project Plan	40	5,940	
1b	• WBS/Project Schedule	40	5,940	
1T	Total	80	11,880	
2	**Requirements Verification**			
2a	• Updated Documents or "As Is" Acceptance	80	10,800	
2T	Total	80	10,800	
3	**Application Design**			
3a	• List and layouts of existing	304	47,500	
3b	• Layouts of new or modified	240	30,000	
3c	• Updated dictionary and RTM	104	14,880	
3T	Total	648	92,380	
4	**Application Development**			
4a	• Updated software including interfaces	1783	0	See Table 2b for enhancements
4b	• Updated documentation	120	0	Included in individual enhancements in Table 2b
4T	Total	1903	12,000	
5	**Testing**			
5a	• Test Plan	12	1,568	
5b	• Test Cases	24	3,135	
5c	• Test Environment	12	1,568	
5d	• Completion of Contractor Tests (such as System, Performance, and Stress) including Defect Correction & Reports	12	1,568	
5e	• User Acceptance Test including Defect Correction & Reports	91	11,757	
5T	Total	151	19,596	
6	**Implementation**			
6a	• Installation Guide	0	0	
6b	• Implemented System	92	12,680	
6c	• 90-Day Warranty Period including Issue Closure & Weekly Reports	48	7,200	
6T	Total		19,880	
7	**Training**			
7a	• Training Plan	8	1,136	
7b	• Training System	16	2,272	

7c	• Training Material including updates & including on-line	32	4,544	
7d	• Completion of training for School Districts	0	N/A	
7e	• Completion of training for School District to, in turn, train Service Providers	0	N/A	
7f	• Completion of training for MDE	168	23,858	IPT Training, Report & Template Training, End-user Training Material Training
7T	Total	224	31,810	
8	**Documentation**			
8a	• On Line Help	50	6,000	
8b	• Procedures Manual	50	6,000	
8c	• User Manual	50	6,000	
8d	• Developer Reference	50	6,000	
8e	• Logical/Physical Data		N/A	
8f	• Data Dictionary	0	0	Included
8g	• System Administration Manual	0	0	Included
8h	• DB Administration Manual	0	0	Included
8i	• Operations Manual	50	6,000	
8T	Total	250	30,000	
	Totals (Hours and Costs) for Modifications to COTS including Interface	3,336	216,346	

Notes:
1. Hours and costs reflect Contractors including any subs
2. Hours and costs reflected in the totals only represent “M” (mandatory) requirements.
3. “Cost” Totals for each phase are carried to Table E-1 (both E-1A and E-1B)

Table E-2b: Details of "Enhancements"

CaseLoad Customization Breakdown - Includes both Priority 1 and Priority 2

The State has reviewed the cost of various enhancements, options (including workarounds) per discussion with CaseLoad, and for purposes of the initial contract has decided whether to include or exclude various features. The included column indicates "yes" if included in the initial contract and "no" (also shaded) if excluded. Exclusion can be brought into scope through Change Management.

#	Priority	Customization Description to Meet Requirement	Req #	Effort	Cost	Included
1	1	Send out reminder a configurable number of days before a task is delinquent.	B.38 / B.83	92	10,360	No
3	1	Email the Administrative Law Judge, MDE Case Manager, and ISD Case Investigator, as appropriate, when they are assigned to a case.	B.33 / B.69	55	6,290	No
4	1 / 2	Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.	B.34 / B.64 / B.87	88	10200	No
5	1	Add new student and school properties.	A.19 / B.29 / B.59 /B.107	76	8,600	YES
6	1	Interfaces to push and pull data in real-time from the State Educational Entity Master (EEM), Mediation Due Process and Complaints System and SOAHR for use in myCaseLoad.	A.27 /A.28	128	6,000	YES
7	1 / 2	Provide ALJ with examples of corrective actions to associate with the case.	B.39 / B.96 / B.95	143	9,960	YES
8	1	Enter a case extension with reason.	B.44	36	4,180	YES
10	1	Automatically store the author of a generated letter.	B.48	57	6,650	No
11	1	Allow corrective actions to be related to documents (e.g. Proof of Compliance). This item is dependent upon item #7 (Ref B.39)	B.49 / B.102 / B.110 / B.112/B.74	88	9,960	YES
12	2	Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.	B.52	113	12,950	No
13	1	Enforce requirement that decision date is the same as the date mailed.	B.57	36	4,180	No
14	1	Relate a generated letter to one or more allegations to appear in the text of the letter.	B.65		20,400	No

#	Priority	Customization Description to Meet Requirement	Req #	Effort	Cost	Included
15	2	When manually assigning a Case Manager to a case, show their region association.	B.67	67	7,550	No
16	1	Provide examples of Final Report section content.	B.85	124	14,300	No
17	1	Keep up to ten versions (configurable) of the Draft Final Report along with each reviewers comments.	B.90	176	20,400	No
18	1	Route document during drafting stage to various reviewers when the document status has been updated (e.g. Approved by Case Manager)	B.89	120	13,900	No
19	1	Provide Case Manager with Administrator-maintained standard conclusion wording.	B.91 / B.92	134	15,300	No
20	1	Attach the Final Report to a cover page and send to all interested parties.	B.94	120	13,900	No
21	1	A corrective action will store the start and end dates. An email message will be sent to the Case Manager a configurable number of days before the time period expires OR when the time period expires and proof of compliance is not filed.	B.99 / B.100	71	8,130	No
22	1	Track requests and the approval process for extensions to the 60 day time frame.	B.115	107	12,390	No
23	1	Allow a case to be "held in abeyance" which will not fire delinquency notices. Automatically extend the 60 day time frame when the "abeyance" is removed.	B.116	76	9,000	No
24	2	Interfaces to push and pull data in real-time from, Mediation Due Process for use in myCaseLoad.	A.26	48	5,500	No
		TOTAL “YES” (To Be Included)			**38,700**	

Table E-3: Details of Licensing Fees

#	Cost Components	Cost (Indpt from SOAHR)	Comments
	List Components		
1	myCaseLoad Base Module	22,800	
2	Standard Edition User	0	43 users required
3	E-filing Frontend Module	15,960	
4	E-filing Backend Processor	11,400	
5	Document Voting Module	0	Not included
6	Document Publishing Module	$7,600	Not presently lic. By SOAHR
7	Exchange Base Module	7,600	25 users
8	Exchange Module Extension	$1,520	43 total users
9	Document Packaging Module	$3,040	Not presently lic. By SOAHR
10	Community Website Module	7,600	
11	Full Text Search Module	3,040	
12	Workflow Designer	$2,208	MDCS would need on separate license
13	Exhibit Tracking Module	$7,600	Not presently lic. By SOAHR
	Total Licensing Fee	$90,368	Original quote was $172,068

Note:
1. Repeat rows as necessary to list all components licensed to the State.
2. Presumption is one time only license fee but if annual fee must indicate in comments.
3. Cost totals are carried to Table E-1A.

Table E-4: Details of Recurring Software Maintenance and Support (M&S)

#	Cost Components	Cost (Indpt)	Comments
	Minimum 3 Year Contract		
1	Year 1 (repeat for each component)	$26,000	
	Total Year 1		
2	Year 2	$26,500	
	Total Year 2		
3	Year 3	$27,000	
	Total Year 3		
	Total M&S Software Maintenance For Years 1-3, inclusive	$79,500	

Notes:
1. Repeat rows as necessary to list all components licensed to the State.
2. M&S does not begin until completion of the Warranty Period (90-days) and occurs whether Vendor hosted or State hosted
3. "Cost" Totals for "Minimum 3 Year Contract" are carried to Table E-1A and E-1B
4. ~~Cost Totals for Optional Years are Carried to Table E1B~~

Table E-5: Details of Knowledge Transfer/Transition

#	Cost Component Based Upon Deliverables	Estimated Hours	Cost	Comments
1	Baseline Knowledge Transfer Plan			N/A
2	Updated Knowledge Transfer Plan			N/A
3	Execution of Knowledge Transfer Plan			N/A
4	Transfer Evaluation Report			N/A
5	Final Transfer Evaluation Report			N/A
	Totals (Hours and Costs)			N/A

Notes:

1. Costs are based upon election (hypothetically) to bring "in house" at completion of the initial contract, that is, end of Year 3 and not exercise the Option years.
2. "Cost" Totals for each phase are carried to Table E-1A Project Summary of Cost

Table E-6: Details of Labor Rates and Cost of Reserved Bank for Enhancements

#	Cost Component	Estimated Hours	Cost	Comments
1	Project Manager	300	$150	
2	Business Analyst	900	$130	
3	Senior Analyst	200	$150	
4	Developers	300	$130	
5	System Administrators			
6	Database Administrators	100	$130	
7	Q/A Manager	100	$130	
8	Security Specialist			
9	Testers			
10	Technical writers			
11	CM Specialists			
12	System Architects			
13	Training Specialists	100	$130	
	Other (Please add row for each role and specific role title/name)			
14				
	Totals (Hours and Costs)	2,000	270,000	

Notes:

1. This table is used for 1.104 (1) (N) – Reserved Bank for Enhancements
2. The State intends to establish funding for reserved bank of hours for the contract, Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. "Estimated Hours" and "Extended Price" are non-binding and will be used at the State's discretion to determine best value to the State. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work "Cost"
4. Totals for each phase are carried to Table E-1A Project Summary of Cost

Table E-7: Details of Optional Requirements

Notes:
1. Optional requirements are numbered as Priority 2 and 3.
2. Optional requirements already included in the COTS should be listed in the tables below with a price of "0" and comment indicated already included.
3. Optional requirements not included in the COTS and where the Contractor has decided not to provide through the "yes" or "no column in the Technical Proposal will carry forward in the tables below that information with a price of "NA" (not available) and comment indicated this will not be an added during the initial modification to the COTS solution.
4. Optional requirements not included or partially included in the COTS are listed in the tables below with their incremental costs.
5. Comments are welcome.
6. This incremental cost is carried through by priority level to Table E-1A (above). However, this does not reflect a commitment to include said items. Instead once a Contractor is selected, these costs will be used to decide what, if anything is added during the contract negotiations, to the selected solution.

From Appendix A: General and Technical Requirements

#	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	General Requirements				
6.	The system must have online help for each use case or functional sections of the system (there are approximately 32 use cases). The online help will include but is not limited to: • enter State and Due Process Complaints • enter State Complaint Corrective Actions • enter a State Complaint Extension • enter a State Complaint Proof of Compliance	2	Y	I	
20	The system must have a field to store the student UIC. The field is optional. (can be null)	2	Y	I	This is the person code field which is optional.
26	The system must extract any or all data elements in an .xml format for data exchange between Mediation Due Process and Complaints System (MDCS) and the SOAHR system.	2	Y	M	The solution uses a standardized Web Service interface to provide external data to the application. This functionality will require custom extensions to read information from MDCS and SOAHR. See Customization #24 ($5,800) Interfaces to push and pull data in real-time from the Mediation Due Process and Complaints System for use in myCaseLoad.

From Appendix B: Functional Requirements

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	Due Process Complaints				
34	The system must display to the Due Process Complaints Coordinator upon request, the Due Process Complaint Requirements to determine if a complaint has met the requirements. Note: R340.1724(f)	2	Y	I	See customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete. Since this functionality will be produced in Customization #4 for 1 priority requirements. No extra cast for this requirements will be needed
35	State Due Process Complaint Requirements include: • Student name, • District(s) the complaint is against, • Parent/Guardian information • Statement of delivery Note: Statement of delivery – is a memo field with information when and how complaint is provided to other party.	2	Y	I	Standard functionality
39	The System must display examples of corrective actions to the Administrative Law Judge upon request and allow the actor to select one or more to associate with the Case File. Note: The corrective action examples will be maintained by the System Administrator.	2	Y	I	See customization #7 Provide ALJ with examples of corrective actions to associate with the case. Since this functionality will be produced in Customization #7 for 1 priority requirements. No extra cast for this requirements will be needed
51	The system must use email notification to the Due Process Complaints Coordinator when objection to the sufficiency timelines are not met. Districts have a specified amount of time from the date of the complaint to file an objection. • 15 days for non expedited cases Note: A due process complaint/request for hearing can be filed related to a limited number of issues, which are outlined in 300.507(d)(1)(2) of the IDEA regulations.	2	Y	I	Delinquency notice sent to coordinator when timeframe is exceeded. This is a standard feature of MCL
52	The system must allow the ALJ to search and reference their findings based on keyword search criteria.	2	Y	I	An Administrator configurable list of issue type can be maintained so a user can flag each case with one or more searchable categories. Another option is to perform keyword searches on the contents of the documents using the myCaseLoad Full Text Search Module.

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
					A second alternative is to provide the user with a limitless number of un-constrained text phrases with which to tag a document. Subsequently, the user could search for any document with those keywords. See customization #12 ($13,300) Provide ability for end-user to tag any document with an unlimited number of keywords or phrases. Subsequently, the user can perform a search based upon these keywords.
55	The system must allow actors to select Due Process Final Decision notice templates and associate documents to the electronic file.	2	Y	I	Mail merge templates Standard functionality of MCL
	State Complaints				
67.	The system must allow the State Complaint Coordinator to display Case Managers by region upon request. Note: The region is a determining factor for assignment, but the Actor must be able to assign any Case Manager to a Case.	2	Y	M	See Customization #15 ($7,750) When manually assigning a Case Manager to a case, show their region association
84	The system must store the date and time of the three-way call between the MDE Case Manager, IDE Case Manager and the Complainant.	2	Y	I	Stored as a scheduled event which will also appear on Outlook calendars.
87	The system must allow the MDE Case Manager to review the Final Report and compare it against a Final Report Contents checklist, by Case Type/Rule. Note: Check list will be maintained by the System Administrator	2	Y	A	See customization #4 Checklist for user to determine whether a complaint has met the requirements or whether the contents of a final report are complete.
	Mediation				
122	The system must display a list of mediators and mediation coordinators, upon request, to the Intake Specialist. Note: The list of mediators will be maintained by the System Administrator and Mediation Coordinator.	2	Y	I	Assign a mediator and mediation coordinator to the case. This standard functionality of MCL
126	The system must generate a report for the outreach activities being completed. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	Y	I	This can be the document delivery method of the mediation request form. This is a standard functionality of MCL
127	The system must allow actors to capture outreach activities. Outreach activities include,	2	Y	I	Another document type can be created that is not related to a specific mediation request case. This could

#.	Detailed Requirement Description	Priority	Yes or No	I, M or A	Comments
	interactions with the general public, supported by materials that explain the benefits of collaborative methods of mediation. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.				provide the stats you need for your outreach activities.
128	The system must allow actors to capture the association between outreach activities (contacts) and the uses of services by District(s)/Parent groups and the use of mediation services. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report	2	N		We are not certain we can help you with this requirement.
129	The system must allow the data entry of referrals generated by the outreach activities. Note: Referral source – data fields defined in the Special Education Mediation Case Statistics Report.	2	N		We are not certain we can help you with this requirement.
136	The system must allow entry of prior data (cases) to “build” a complete federal reporting year. In fact, if desired must allow creation of other past years. Said cases could be mitigation, due process or state complaints.	2	Y	I	. Not an issue for MCL

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

May 7, 2010

NOTICE
OF
CONTRACT NO. 071B0200162
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Darryl Evans **(416) 762-0236**
Evans CaseLoad, Inc. **2152 Danforth Avenue, Suite 200** **Toronto, ON M4C 1K3** **Email: daevans@caseload.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-3993 **Dale Reif**
Contract Compliance Inspector: **Enhanced Document Management - DIT**	
CONTRACT PERIOD: 5 yrs. + 5 one-year options From: **April 12, 2010** To: **April 11, 2015**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION:	

TOTAL ESTIMATED CONTRACT VALUE: $1,167,381.50

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	
MISCELLANEOUS INFORMATION: **The terms and conditions of this Contract are those of ITB #071I9200214, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.** **Estimated Contract Value: $1,167,381.50**	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I9200214. Orders for delivery will be issued directly by the Department of Department of Information Technology through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Evans CaseLoad, Inc. Firm Name	Signature
Authorized Agent Signature	**Greg Faremouth, Director** Name/Title
Authorized Agent (Print or Type)	**IT Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract Number: 071B0200162

Case Management System

State Office of Administrative Hearings and Rules

Department of Energy, Labor & Economic Growth

Michigan Department of Information Technology

Buyer Information
Dale N. Reif
(517) 373-3993
reifd@michigan.gov

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Exhibits

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Exhibit 2 – SOAHR To Be Process Flow
Exhibit 3 – SOAHR Preliminary Use Cases

Attachments

Attachment 1 – Enterprise Architecture Solution Assessment Form
Attachment 2 – SOAHR Requirements Specifications
Attachment 3 – Organizational Chart
Attachment 4 – Price Tables

DEFINITIONS

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

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

Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 Project Request

The purpose of this Contract is to procure a Commercial-Of-The-Shelf (COTS) web-based Case Management System (CMS) for the State Office of Administrative Hearings and Rules (SOAHR) hosted by the State of Michigan. SOAHR conducted a process re-engineering project to consolidate the multiple administrative hearing processes currently in use within the State of Michigan. The goal of the new CMS is to provide comprehensive, effective and efficient statewide case referral, data management, and reporting agreed upon by all agencies/departments involved. This new process has been documented as part of the SOAHR'S re-engineering efforts. This project includes configuration and implementation of the COTS software, training, maintenance and support. Services for future enhancements will also be included.

1.002 Background

SOAHR currently provides contested case hearing services under hundreds of statutory schemes for the majority of State departments. Executive Order 2005-1 combined the functions previously completed within the agency related to case hearings and case management into the SOAHR. At present, SOAHR operates many different systems to manage intake and case management protocols ranging from fairly sophisticated Oracle-based systems to simple desktop calendars. These systems are isolated and do not share information. The goal of this effort is to replace those various systems with one system accessible by all SOAHR users.

1.100 Scope of Work and Deliverables

1.101 In Scope

The scope of this Contract includes tasks to complete requested deliverables and work products following the State Unified Information Technology Environment (SUITE), Systems Engineering Methodology (SEM). http://www.michigan.gov/suite

The following provides a high level overview of the in scope work required. Section 1.104 Work & Deliverables contains the detailed descriptions.

- Verification and Validation of Business Requirements with DELEG and the Michigan Department of Information Technology (MDIT) Agency Services personnel in accordance with Business Operations
- Develop system architecture
- Software – web-based COTS package
- Services to install, integrate and implement the software including configuration, customization, modification, interfaces and testing
- Knowledge Transfer/Transition and Training for State Technical staff and Train-the trainer for 10 staff
- Documentation
- Maintenance and Support
- Enhancements for future system changes (Statement of Work hours 500 Reserved)
- Provide Warranty for 90 calendar days after the full rollout implementation

1.102 Out Of Scope

- New software developing a Case Management System.
- Hardware
- Contractor Hosting - The State of Michigan will provide the infrastructure to host the system
- Data Conversion / Data Migration – This project will not include data conversion or migration. The SOM is going to maintain the existing legacy system until the cases that are currently on that system are closed. The legacy system and the new Case Management System will be running concurrently for some period of time.

1.103 Environment

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

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided in the Contract must comply with all applicable State IT policies and standards. The Contractor must request any exception to State IT policies and standards in accordance with MDIT processes. The State may deny the exception request or seek a policy or standards exception.

Contractor is required to review all applicable links provided below and state compliance in their response.

Enterprise IT Policies, Standards and Procedures:
http://www.michigan.gov/dit/0,1607,7-139-34305---,00.html

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

Technology changes rapidly thus the Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The MDIT Project Manager must approve any changes, in writing, and MDIT, before work may proceed based on the changed environment.

Enterprise IT Security Policy and Procedures:
http://www.michigan.gov/dit/0,1607,7-139-34305-108216--,00.html

The State's security environment includes:

- MDIT Single Sign-In (Per the MDIT Project Manager, this project does not require the single sign-in security environment to be used).
- MDIT provided SQL security database.
- Secured Socket Layers
- SecureID (State Security Standard for external network access and high risk Web systems)

IT Strategic Plan:
http://www.michigan.gov/dit/0,1607,7-139-30637-135173--,00.html

IT eMichigan Web Development Standard Tools:
http://www.michigan.gov/documents/Look_and_Feel_Standards_2006_v3_166408_7.pdf

The State Unified Information Technology Environment (SUITE):
Includes standards for project management, systems engineering, and associated forms and templates – must be followed: http://www.michigan.gov/suite . It is mandatory that the contractor understand and adopt the SUITE, SEM and PMM processes and templates in its daily work practices.

See Attachment 1 - Enterprise Architecture Solution Assessment Form for technical environment required to meet Contractor's solution.

1.104 Work and Deliverables

Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for the implementation of the Case Management System, including configuration, customization, and interfaces/integration.

The Contractor shall provide a web-based Commercial-Off-the-Shelf (COTS) product that can be configured and customized to meet the requirements contained in the SOAHR Requirement Specifications (Attachment 2), SOAHR Preliminary Use Cases (Exhibit 3), and SOAHR To-Be Process Flow (Exhibit 2). The COTS solution must use Windows standards for common functions including, but not limited to, navigation, printing, etc. COTS Licensing is defined in Attachment 4, Table 9: COTS Licenses (Modules and Licenses).

Analysis of the Business Requirements – The Contractor shall:

- **d.** Verify and validate the SOAHR Requirement Specifications (Attachment 2).
- **e.** Verify and validate SOAHR Preliminary Use Cases (Exhibit 3) and identify alternate flows in conjunction with SOAHR To-Be-Process Flow (Exhibit 2).
- **f.** Clarify any unclear or ambiguous requirements which could have an impact on the implementation of the system. The requirements validation activities must include, but are not limited to:
  - **i.** Review and analysis of current SOAHR business operations.
  - **ii.** SOAHR Data requirements
  - **iii.** Network WAN, LAN, and telecommunications requirements
  - **iv.** Hardware and operating system requirements and technical specifications.

The Contractor shall roll out the Case Management System in phases. The first rollout will include one to three legacy systems containing multiple agencies with similar processes and shall be installed and in operation for Phase 1 users not later than 114 calendar days from Contract Orientation Meeting date after execution of the Contract. The Contractor shall, in cooperation with MDIT and SOAHR staff, provide 100% of the services for the first rollout of up to 60 SOAHR and MDIT users. The Contractor will transfer sufficient knowledge such that MDIT and SOAHR staff will be able to contribute 50% of the effort for the Phase 2 rollout of up to 100 UIA users, and 90% of the effort for the subsequent Phase 3 rollouts to DCH/DHS users . The Contractor's Project Plan shall propose how to work with the MDIT and SOAHR staff to accomplish these phases. The 90 day warranty period must commence immediately after the system is fully operational for all three (3) phases.

Contract Deliverable(s):

- Contractor shall submit a Detailed Project Plan within 14 calendar days of the Contract Orientation Meeting. See Section 1.301 Project Plan Management for detailed requirements on the Project Plan.
- Contractor will deliver a Detailed Business Requirements Document to the MDIT and SOAHR Project Managers for review and approval.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.
- Contract Orientation Meeting will be scheduled and held with appropriate MDIT, SOAHR and Evans Caseload staff in attendance within 14 calendar days of the contract execution date.
- The mutually agreed upon timeframe for MDIT to review Document Deliverables will be defined during the Contract Orientation Meeting for inclusion in the Detailed Project Plan.

IMPLEMENTATION AND TESTING

Prior to implementation, the Contractor shall be responsible for monitoring progress against a detailed Installation Plan to ensure that each task is completed accurately and on schedule. Contractor must also have a Communication Plan to provide status and escalate issues to the State Project Managers.

During the first phase of the project, an Implementation Project Team (IPT) will be named with up to 6 SOAHR Representatives representing both business and technical areas. The IPT will be trained on the basic system by the Contractor. The Contractor will then lead the IPT through exercises and interviews to establish a preliminary configuration of the software.

Contractor shall prepare a Testing Plan to ensure that the requirements are satisfied and to validate the results. All test errors must be corrected, implemented and tests re-executed in their entirety as mutually agreed.

The IPT is responsible for User Acceptance Testing (UAT). The SOAHR Project Manager will not accept the product and sign-off until acceptance testing has been successfully completed.

Contractor shall provide support for the duration of the UAT. This support must include both business and technical assistance. The testing process will include the ability to provide for a complete test cycle. Contractor shall support the UAT by:

- Monitoring system performance.
- Investigating why data was not processed.
- Monitoring computer resource usage.
- Participating in problem review meetings.
- Investigating problems and identifying potential problems.
- Answering user questions about the system.
- Investigating and ensuring user access to the system in the UAT environment.
- Generally helping the users execute tests and review results.

Contractor shall, in cooperation with MDIT staff, test the backup and restore processes following application acceptance testing, to ensure that the system does function accurately and effectively.

At the completion of each project phase, Contractor will conduct a Phase Review meeting with all relevant parties to discuss successful / unsuccessful aspects of the project phase. Contractor will document these discussions and develop a plan of action for each documented item.

INTEGRATION

Contractor's system must be able to interface with the Unemployment Insurance Agency (UIA) system. Contractor must develop a shared service interface to the UIA Case Management system. The required data fields are listed in Exhibit 1, UIA Interface Fields.

Contractor's Case Management System must interface to Microsoft Outlook for notifications and scheduling. See the attached SOAHR Requirement Specifications (Attachment 2) for the scheduling requirements.

Contractor, in cooperation with MDIT and SOAHR staff, shall coordinate activities, discuss status, resolve issues, coordinate implementation with training, plan the transition from the existing workflow to the new one, and provide onsite post-implementation help to resolve workflow and application issues.

WARRANTY

Contractor will provide a 90 calendar day warranty from the date the relevant application components are deployed in production environment. During the warranty period, contractor will correct any defective element of the application that fails to perform in accordance with the requirements as defined in the approved requirement specifications and associated technical design.

Contract Deliverables

- Installation and implementation to the COTS software
- Integration / Interface with Unemployment Insurance Agency System
- Integration / Interface with the Microsoft Exchange Server
- Customization of the COTS as needed
- Test plan, scripts and results
- 90 days warranty

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

TRAINING

Contractor must provide a separate training environment to run simultaneously with the production environment and shall develop and maintain base data for all training activities and provide on-site training for the following:

- Train-the-Trainer training – approximately 10-15 trainers at one location in Lansing, Michigan to be trained in a single class of one or more session days.
- Technical staff training - to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.
- System Administration training for the staff that will be responsible for ongoing maintenance and administration of the system, including security.

Upgrades and new versions to the system that affect end-user functionality will include online training at no additional cost to members of the Implementation Project Team (IPT). At least one 2 hour training class of real-time instruction will be announced and provided at no additional cost within 90 days of a software upgrade release date by the Contractor. The training materials will be general in nature, related to the most recent software upgrade, and may not follow the SOM operational procedures. The training classes may be attended by other Contractor clients outside the SOM.

Training Materials
The Contractor shall provide User Manuals to be used during the classroom session. Manuals should include curriculum by functionality, with sufficient examples to accomplish the stated training objective of assuring that end users gain the skills necessary to perform their job functions in the new Case Management System. In addition, Contractor shall also provide:

- Editable electronic version of all end user training materials in SOM standard software
- A hardcopy of the training material for each attendee of the “Train-the-Trainer” session
- Any other necessary training aids such as presentation outlines and audio-visual materials.

The Contractor's Training Plan and approach shall include training on how to effectively use the Online User Aids described below.

Online User Aids - The Contractor shall produce Online User Aids, including web page and field help, and an Online User Interface Guide. The Online User Interface Guide must be delivered in electronic format only, but be printable by the end user if desired. The Contractor will design and develop the Online User Interface Guide and include:

- Features most used in the Case Management System ,
- Features hardest to understand,
- Problems most significant to the end user,
- Features that cause the most calls to the help desk,
- Features that would potentially result in less training required, supplementing the training already received,
- Simulations to help the user do a task.

The guide shall:

- Address the usage of the system from a business process (workflow) perspective, describing how to accomplish business processes associated with the new system.
- Be easy to use by enabling users to quickly locate the particular help they need with options such as “how do I?” and step-by-step procedures.
- Be scenario-based for end users.
- Be available in conjunction with UAT tasks to allow for testing of the user instructions in parallel to the software.

All training manuals, the Training Plan and other documentation prepared within the scope of the Contract and written specifically for the the Contract will become the property of the State.

Contract Deliverable(s)

- A separate Training environment to operate simultaneously with the production environment.
- Train-the-Trainer session for 10-15 trainers.
- Technical Training for MDIT staff.

- Training Materials.
- Training Plan

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

DOCUMENTATION

The Contractor shall produce and update technical documentation including system documentation (i.e., Operations Manual) and application programming interface (API) documentation. Final versions of these documents are due before implementation as well as at interim time periods as agreed upon by the Contractor and the State's Project Managers.

The Contractor must develop and submit for State' Project Managers approval complete, accurate, and timely system, operations, and user documentation. The Contractor must notify the State' Project Managers of any discrepancies or errors outlined in the system, operations, and user documentation.

Physical Data Model - The Contractor shall provide the State with the Physical Data Model represented in a series of letter-sized pages depicting the business and administration areas which are commonly used for reporting and data analysis. Each Physical Data Model will identify tables, views, columns, and relationships.

Data Dictionary - The Contractor shall provide the State with a Data Dictionary of the database schema.

Contract Deliverable(s)

- User manuals – twenty-five (25) hard copies and one (1) electronic copy.
- Technical manuals - One (1) hard copy and one (1) electronic copy of the following documentation shall be provided:
  - Data Dictionary
  - Operations Manual
  - Physical Data Model
- All updates of documentation during the term of the Contract, software license and maintenance agreement

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

MAINTENANCE AND SUPPORT

Maintenance and Reconfiguration Activities

Contractor shall provide software maintenance and reconfiguration activities related to the software maintenance. System Maintenance refers to regular and routine work performed by the Contractor on the CMS software. System Maintenance shall include any work required to correct defects in the system operation and any routine file maintenance to update any information required for operation of the system (data changes, constructing new edits, investigating batch job failures, investigating and correcting application defaults, repairing jobs run incorrectly, repairing problems due to system software failures, repairing problems due to operator or schedule error, rectifying problems due to web page, program, object, class, scripts, control language, or database errors, repairing security problems, repairing and restoring corrupted files, table structures, and databases, rectifying incorrect documentation, and repairing problems due to jobs run with incorrect data).

Contractor shall provide System Maintenance, enhancements and support services to include:

- 8:00 A.M. – 6 P.M. EST support for calls from SOAHR or MDIT staff. Response must be within 30 minutes during regular business hours and within 30 minutes after the start of the next business day for response to "after hours" support calls.
- Adaptive and preventative maintenance assistance to SOAHR or MDIT staff after normal business hours, as necessary and scheduled.
- Downloadable software patches and releases for use by SOAHR or MDIT staff.

- Access to downloaded version of updated documentation for use by SOAHR or MDIT staff.

The Contractor shall assist SOAHR or MDIT staff with System Maintenance for the component parts of the system after its implementation. If the Contractor considers that any change requested by SOAHR or MDIT constitutes a system enhancement which includes changes to the system that are necessary to meet new State or Federal requirements or technology requests by MDIT, Contractor must advise the SOAHR or MDIT Project Manager in writing that the Contractor considers the request a system enhancement (See Section 1.400 for processing).

Adaptive and Preventive Maintenance Activities
Adaptive and preventive maintenance refers to upgrades to the system due to technical changes to system components to keep the system maintainable, including the following services:

- Upgrades or patches of the application server, Windows components, java virtual machine, operating system, RDMBS, or other system and application software.
- Software modifications and upgrades necessary because of expiring vendor support.
- Hardware, database, or application conversions that do not modify user functionality.
- One-time loads or reformats of user data.
- Report distribution changes.
- Disaster recovery plan activities.

The changes should be transparent to the user. Adaptive release changes shall be performed on an as needed basis. For major upgrades requiring a more significant amount of time to develop, test, and implement, the changes should be completed as part of a development release or a quarterly release, not to exceed a 12 month period.

Performance Maintenance Activities
Performance maintenance refers to activities to improve the performance of the application. Performance maintenance includes the following services:

- Improve the performance, maintainability, or other attributes of an application system.
- Data table restructuring.
- Data purges and or archiving to reduce/improve data storage.
- Run time improvements.
- Replace utilities to reduce run time.
- Potential problem correction.
- Data set expansions to avoid space problems.

The Contractor shall provide assistance to SOAHR or MDIT staff to perform performance maintenance activities. Performance maintenance changes will be performed on an as needed basis or, for major changes requiring significantly more time to develop, test, and implement, the changes should be completed as part of a development release or quarterly release, not to exceed a 12 month period. Activities that typically can be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

- All maintenance will be performed by qualified personnel who are familiar with the system.
- The Contractor will provide backup software maintenance resources.
- The Contractor will provide for escalation of maintenance issues to ensure critical issues are resolved.
- The Contractor will provide remote diagnostic capabilities.
- The Contractor will provide single point of contact to report system malfunction whether malfunction is due to software or is of unknown origin. The Contractor will then be responsible for providing the appropriate remedy. Time-critical issues should also be sent to the Contractor's support desk in addition to the single point of contact.
- The Contractor will make maintenance of the system available from the Contractor on an annually renewable Contract basis.
- For the first year and all subsequent Contract years, the Contractor will provide the following services for the system, commencing upon installation of the deliverable(s):

- Error Correction. Upon notice by State of a problem with the system (that can be verified), the Contractor shall use reasonable efforts to correct or provide a working solution for the problem.
- The Contractor shall notify the State of any material errors or defects in the deliverables known, or made known to the Contractor from any source during the Contract term that could cause the production of inaccurate or otherwise materially incorrect, results.
- The Contractor shall initiate actions, as may be commercially necessary or proper to effect corrections of any such errors or defects.

Contract Deliverables

The maintenance period will commence immediately after the 90-day warranty period following official acceptance of the system by the SOM.

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

KNOWLEDGE TRANSFER/TRANSITION AND IMPLEMENTATION

Contractor shall train the SOAHR or MDIT staff to take over routine support for application software. The Contractor must implement the turnover process, consistent with the approved Turnover Plan.

Throughout the project, the Contractor will provide a series of monthly progress reports on the activities, issues, and progress in knowledge transfer for the SOAHR or MDIT employees.

Contractor shall prepare and submit a Turnover Plan due no later than 90 calendar days prior to the final Statewide Implementation Date for the new system. The Turnover Plan should include:

- Responsibilities of the respective parties (SOAHR, MDIT and Contractor) for each system area.
- Proposed transition schedule to State staff.
- Level of resources required after transition.
- Backup plan for any failed transfers.
- Proposal for Contractor maintenance after the Transition Phase is complete.
- Training for MDIT Client Service Center (Help Desk) staff based on the Help Desk processes and scripts.
- Complete training and operations testing for State business users.
- Review all aspects of system operations with State managers to assure State resources are prepared for initial operations.

This implementation will begin with an updated Turnover Plan to the State confirming the steps and requisite responsibilities for transferring the daily business operation to State staff.

Contractor must submit a Final Turnover Report to the State's Project Managers 60 calendar days prior to the termination of the Transition Phase for the new system. The Final Turnover Report should include:

- Training provided to each business area.
- Any risks and proposed remediation for continued SOAHR operation of the business areas after the Transition Phase.
- Level of State business resources required after transition.
- Describe the successes and any deficiencies in State operation of the system during the Transition Phase.

The Contractor must file a summary Knowledge Transfer Report no later than 60 calendar days prior to the termination of the Transition Phase describing the knowledge transfer process, the accomplishments, and any obstacles to MDIT's assumption of full responsibility for the system at the termination of the Transition Phase. The content should include:

- Training provided to each technical area.
- Any necessary corrective action or remediation taken.

- Risks in State assumption of operation.

Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code. (Refer to ITB Section #2.331 Source Code Escrow)

Updated Documentation - The Contractor must update any documentation that has been previously created by the Contractor to reflect the updated and enhanced functionality of the application/system. The Contractor must provide updated versions of all systems, user, training, and operations documentation prior to the implementation date. Documentation must meet all requirements of the approved Documentation Standards Plan and be provided in electronic and hard copy, if requested by State. Documentation includes:

- Complete system documentation.
- User manuals (administrator and authorized user).
- Training manuals.
- Glossary
- Updates to the Help Desk Guide to reflect new functionality as it is released.
- All operations procedures not covered in a user manual and requested by the State.

Other Transition Activities –

- The Contractor's technical staff provides application software maintenance and automated file transfers, as defined in the Turnover Plan and agreed upon by the Project Managers.
- The Contractor's technical staff performs software enhancements and configuration changes pursuant to approved change orders from the State.
- The Contractor's technical staff provides any formal training and "Hands-On" experience in the transfer system software
- Technical training for State individuals who will be working with the services contractor to configure the applications including establishing databases and interfaces, customization, and upgrading the customized software.
- System administration training for State personnel who will be responsible for ongoing maintenance and administration of the system, including security.

Contract Deliverables:

- Updated Turnover Plan
- Final Turnover Report
- Knowledge Transfer Report
- Updated Application Source Code Artifacts – The Contractor will follow the agreed upon procedures to modify, test, and implement code. (Refer to ITB Section #2.331 Source Code Escrow)
- Updated Documentation

Acceptance of Contract Deliverables

- Criteria are sited in Section 1.500 Acceptance.

ADDITIONAL SERVICES – RESERVE BLOCK OF HOURS

The Contract contains a reserve block of 500 hours to facilitate scope change, system enhancements and other work that may not have been anticipated at time of contracting. System enhancements and scope changes include modifications to the system necessary to meet New State or Federal policy requirements and regulations; New Technology requested by the State and New or updated interfaces requested by the State.

The State will submit a Statement of Work (SOW) to the Contractor for the work requested and the Contractor will provide a written price proposal. Upon review and approval by the MDIT Project Manager, a Purchase Order release will be issued to the Contractor for the project to begin. The hourly rates will be as per the Price Tables in Attachment 4.

1.200 Roles and Responsibilities

1.201 Contractor Staff, Roles, and Responsibilities

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

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

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

Key Personnel - Project Manager & Technical Lead

All Key Personnel are subject to the State's interview and approval including substitutions. The State has identified the *Project Manager and Technical Lead* as key personnel for this project. The *Project Manager* shall interact with the designated MDIT/SOAHR personnel to ensure a smooth transition to the new system. The *Project Manager and Technical Lead* must coordinate all activities of the Contractor personnel assigned to the project and create all reports required by State. The Contractor's *Project Manager and Technical Lead* responsibilities include, at a minimum:

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

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

The Contractor must provide and maintain an Organizational Chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work (Attachment 3).

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

Travel Expenses - No travel or expenses will be reimbursed. This includes hotel, mileage, meals, parking, and travel costs related to training provided to the State by Contractor. Travel time will not be reimbursed.

Additional Security and Background Check Requirements:

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

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

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

1.202 State Staff, Roles, and Responsibilities

The State project team will consist of Executive Subject Matter Experts (SME's), project support, and a MDIT and SOAHR Project Manager:

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

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

Name	Agency/Division	Title	Phone/e-mail
Peter Plummer	SOAHR	Executive Director	
Mike Zimmer	SOAHR	Deputy Director	

The State is designating two (2) **Project Managers** responsible for the State's infrastructure and coordinate with the Contractor in determining the system configuration. The State's Project Managers will provide the following services:

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

Name	Agency/Division	Title
Paul Koons	MDIT	Project Manager
Carla Lechler	SOAHR	Project Manager

The State assigned a **Contract Administrator** to the Contract whose duties shall include, but not be limited to, supporting the management of the Contract.

Name	Agency/Division	Title
Sara Williams	MDIT/Bureau of Strategic Policy	Contract Administrator

The State will provide the resources for the Contractor's use on this project to include Work space, Desk, Telephone, PC workstation, Printer and Access to copiers and fax machine. PC workstations will have network access to application servers and the internet.

Location of Work
Installation and implementation will be at the State of Michigan data center in Lansing, Michigan. All testing with State of Michigan data will be done on the State of Michigan network within the State of Michigan firewall. All other work shall be performed at the State of Michigan location or the Contractor's site as mutually agreed.

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

1.300 Project Plan

1.301 Project Plan Management

Project Plan
Contractor shall provide a Project Plan created with Microsoft Project including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the State. In particular, the Project Plan will provide:

- A description of the deliverables to be provided under this contract.
- Target dates and critical paths for the deliverables.
- Identification of roles and responsibilities, including the organization responsible. Contractor is to provide a roles and responsibility matrix.
- A schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables.
- The labor, hardware, materials and supplies required to be provided by the State in meeting the target dates established in the Preliminary Project Plan.
- Originally scheduled start and end dates for all tasks, subtasks, and activities (including milestones and deliverables).
- Anticipated start dates for future tasks, subtasks, and activities.
- Anticipated end dates for all current and future tasks, subtasks, and activities.
- Internal milestones
- Task durations
- Contractor and State resources for all tasks, subtasks, and activities that exist as line items within the Project Plan.

The Project Plan shall include the following deliverable/milestones for which payment shall be made.

- Payment to the Contractor will be made upon the completion and acceptance of the deliverable or milestone, not to exceed contractual costs of the phase. A milestone is defined as complete when all of the deliverables within the milestone have been completed.
- Failure to provide deliverable/milestone by the identified schedule date may be subject to liquidated damages.

Orientation Meeting
Within 14 calendar days from execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Performance Review Meetings
The State will require the Contractor to attend monthly meetings, at a minimum, to review the Contractor's performance under the Contract. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

Project Control
The Contractor will carry out this project under the direction and control of MDIT and the SOAHR. Within 14 calendar days of the Contract Orientation Meeting, the Contractor will submit the project plan to the State Project Manager(s) for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables, and must include the following:

- The Contractor's project organizational structure.
- The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project work breakdown structure (WBS) showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan in the form of a graphic display showing each event, task and decision point in the WBS.

The Contractor will manage the project in accordance with the State Unified Information Technology Environment (SUITE) methodology, which includes standards for project management, systems engineering, and associated forms and templates which is available at http://www.michigan.gov/suite

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

Contractor will use an automated tool for planning, monitoring, and tracking the Contract's progress and the level of effort of any Contractor personnel spent performing Services under the Contract. The tool shall have the capability to produce:

- Staffing tables with names of personnel assigned to Contract tasks.
- Project plans showing tasks, subtasks, deliverables, and the resources required and allocated to each (including detailed plans for all Services to be performed within the next 10 to 14 calendar days, updated semi-monthly).
- Updates must include a revised estimate to complete.
- Graphs showing critical events, dependencies and decision points during the course of the Contract.

Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State standards.

1.302 Reports
Reporting formats must be submitted to the State's Project Managers for approval within 10 to 14 business days after the execution of the Contract. Once both parties have agreed to the format of the report, it shall become the standard to follow until the final implementation is complete and the warranty period has expired.

Bi-Weekly Project Status to include:

- Summary of activity during the report period
- Accomplishments during the report period
- Deliverable status
- Schedule status
- Action Item status
- Issues
- Change Control

1.400 Project Management

1.401 Issue Management

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

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

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

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

Level 1 – Business leads

Level 2 – Project Managers

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

1.402 Risk Management

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

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

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

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

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

1.403 Change Management

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

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

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

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

1.500 Acceptance

1.501 Criteria

The following is standard acceptance criteria for document and software deliverables. Any specific criteria, processes and/or procedures required by the agency for each deliverable/milestone should be identified in Section 1.104 Work and Deliverables.

Document Deliverables

6. Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.
7. Requirements documents are subject to change control, reviewed and updated in accordance with change management processes throughout the development process to assure approved requirements are delivered in the final product.
8. Draft documents are not accepted as final deliverables.
9. The documents will be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
10. SOAHR and MDIT will review documents within a mutually agreed upon timeframe.
    d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
    e. Issues will be documented and submitted to the Contractor.
    f. After issues are resolved or waived, the Contractor will resubmit documents for approval within 30 days of receipt.

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

1. Beta software is not accepted as final deliverable.
2. The software will be reviewed and accepted in accordance with the requirements of the contract.
3. SOAHR and MDIT will review software within a mutually agreed upon timeframe for acceptance of functionality, usability, installation, performance, security, standards compliance, backup/recovery, and operation.
    d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
    e. Unacceptable issues will be documented and submitted to the Contractor.
    f. After issues are resolved or waived, the Contractor will resubmit software for approval within 30 days of receipt.
4. Software is installed and configured, with assistance from SOAHR and MDIT, in an appropriate environment (e.g. development, conversion, QA testing, UAT testing, production, and training).
5. Contingency plans, de- installation procedures, and software are provided by the Contractor and approved by SOAHR and MDIT Project Managers.
6. Final acceptance of the software will depend on the successful completion of User Acceptance Testing (UAT).
7. Testing will demonstrate the system’s compliance with the requirements of the RFP. At a minimum, the testing will confirm the following:
    c. Functional - the capabilities of the system with respect to the functions and features described in the RFP.
    d. Performance - the ability of the system to perform the workload throughput requirements. All problems should be completed satisfactorily within the allotted time frame.

8. SOAHR and MDIT will review test software, data, and results within a mutually agreed upon timeframe.
    d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
    e. Unacceptable issues will be documented and submitted to the Contractor.
    f. After issues are resolved or waived, the Contractor will resubmit test software, data and results for approval within 30 days of receipt.
9. SOAHR and MDIT will review software license agreements within a mutually agreed upon timeframe.
    a. Approvals will be written and signed by SOAHR and MDIT Project Managers.
    b. Unacceptable issues will be documented and submitted to the Contractor.
    c. After issues are resolved or waived, the Contractor will resubmit the license agreement for approval and final signature by the authorized State signatory within 30 days of receipt
11. Software source code work made for hire by the State, where applicable, is reviewed by SOAHR and MDIT within a mutually agreed upon timeframe for readability, structure, and configuration management.
    d. Approvals will be written and signed by SOAHR and MDIT Project Managers.
    e. Unacceptable issues will be documented and submitted to the Contractor.
    f. After issues are resolved or waived, the Contractor will resubmit source code for approval.

1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 Compensation and Payment

Price Clause: Firm-Fixed-price deliverable basis Contract. See attached Price Tables – see Attachment 4.

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

Invoicing
Contractor will submit properly itemized invoices to “Bill To” Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number
- Purchase Order number
- Contractor name, address, phone number, and Federal Tax Identification Number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set up
- Price for each item, or Contractor’s list price for each item and applicable discounts
- Maintenance charges
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Payment terms, including any available prompt payment discount

The State may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

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

1.602 Holdback – Deleted NA

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of five (5) years beginning April 12, 2010 through April 11, 2015. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to five (5) additional one-year year periods for maintenance.

2.003 Legal Effect

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

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

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

2.005 Ordering

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

2.006 Order of Precedence

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

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

2.007 Headings

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

2.008 Form, Function & Utility

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

2.009 Reformation and Severability

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

2.010 Consents and Approvals

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

2.011 No Waiver of Default

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

2.012 Survival

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

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and the Department of Information/Department of Energy, Labor and Economic Growth (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The Purchasing Operations Contract Administrator for this Contract is:

Dale N. Reif
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
530 W. Allegan
PO Box 30026
Lansing, MI 48909
reifd@michigan.gov
(517) 373-3993

2.022 Contract Compliance Inspector

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

Sara Williams
Department of Information Technology
300 E. Michigan Avenue
Lansing, MI 48913
Email: Williamss11@michigan.gov
Phone: (517)335.1277

2.023 Project Manager

The following individual will oversee the project:

MDIT Project Manager is Paul Koons
Department Of Information Technology
Email: Koonsp@michigan.gov
Phone: (517)636.6306

DELEG Project Manager is Carla Lechler
Department Energy, Labor & Economic Growth
Email: LechlerC1@michigan.gov
Phone: (517)241-4349

2.024 Change Requests

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

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

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

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

(1) Change Request at State Request

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due

Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

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

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

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

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

2.025 Notices

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

State:

State of Michigan
Purchasing Operations
Attention: Dale N. Reif
PO Box 30026
530 West Allegan, 2nd Floor
Mason Building
Lansing, Michigan 48909

Contractor:

Evans CaseLoad Inc.
2152 Danforth Avenue, Suite 200
Toronto, ON M4C 1K3

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

2.026 Binding Commitments

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

2.027 Relationship of the Parties

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

2.028 Covenant of Good Faith

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

2.029 Assignments

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

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

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

2.030 General Provisions

2.031 Media Releases

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

2.032 Contract Distribution

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

2.033 Permits

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

2.034 Website Incorporation

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

2.035 Future Bidding Preclusion

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

2.036 Freedom of Information

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

2.037 Disaster Recovery

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

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

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

2.042 Adjustments for Reductions in Scope of Services/Deliverables

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

2.043 Services/Deliverables Covered

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

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d1) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

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

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

2.045 Pro-ration

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

2.046 Antitrust Assignment

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

2.047 Final Payment

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

2.048 Electronic Payment Requirement

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

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

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

2.060 Contract Management

2.061 Contractor Personnel Qualifications

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

2.062 Contractor Key Personnel

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

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, and resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

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

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

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

2.064 Contractor Personnel Location

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

2.065 Contractor Identification

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

2.066 Cooperation with Third Parties

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

2.067 Contract Management Responsibilities

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

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

2.068 Contractor Return of State Equipment/Resources

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

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

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

2.072 State Consent to delegation

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

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

2.074 Flow Down

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

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the

State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

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

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI DATA Security Requirements

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor will contact the Department of Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, will be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.
Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor will continue to treat cardholder data as confidential upon contract termination.

The Contractor will provide the Department of Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor will advise the Department of Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor will provide a time line for corrective action.

2.100 Confidentiality

2.101 Confidentiality

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

2.102 Protection and Destruction of Confidential Information

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

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

2.103 Exclusions

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

2.104 No Implied Rights

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

2.105 Respective Obligations

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

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

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

2.115 Errors

If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

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

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

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose,

shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

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

2.124 Warranty of Title

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

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operates and performs to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within 30 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

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

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

☑ 1. Commercial General Liability with the following minimum coverage:

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **The Contract Number or the Purchase Order Number must be shown on the Certificate Of Insurance To Assure Correct Filing.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for

at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

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

2.142 Code Indemnification

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

2.143 Employee Indemnification

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

2.144 Patent/Copyright Infringement Indemnification

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

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

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or

approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

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

2.146 Indemnification Procedures

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

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

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

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

2.154 Termination for Non-Appropriation

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

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or

the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

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

2.156 Termination for Approvals Rescinded

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

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

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

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

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed **90 days.** These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

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

2.173 Contractor Information Transition

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

2.174 Contractor Software Transition

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

2.175 Transition Payments

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

2.176 State Transition Responsibilities

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

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

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

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

2.183 Allowance of Contractor Costs

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

2.190 Dispute Resolution

2.191 In General

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

2.192 Informal Dispute Resolution

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

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

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

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

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

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

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

2.193 Injunctive Relief

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

2.194 Continued Performance

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

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

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

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

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

2.204 Prevailing Wage

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Labor and Economic Development, Wage and Hour Bureau, schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Labor and Economic Development, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 Governing Law

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

2.212 Compliance with Laws

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

2.213 Jurisdiction

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

2.220 Limitation of Liability

2.221 Limitation of Liability

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

The Contractor's liability for damages to the State is limited to two times the value of the Contract or $500,000 which ever is higher. The foregoing limitation of liability does not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

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

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

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

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

(a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
   (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
   (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:
   (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
   (2) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DMB Purchase Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

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

2.233 Bankruptcy

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

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

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

2.240 Performance

2.241 Time of Performance

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

2.242 Service Level Agreement (SLA)

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

(1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
(2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
(3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
(4) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
    (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.

(ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.

2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.141**, the State is entitled to collect liquidated damages in the amount of $5,000.00 and an additional $100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of any Key Personnel
It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.141**, the State may assess liquidated damages against Contractor as specified below.

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

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

2.244 Excusable Failure

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

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to

whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

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

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

2.250 Approval of Deliverables

2.251 Delivery of Deliverables

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

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

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

2.252 Contractor System Testing

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

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

Contractor's System Testing will also include Integration Testing of each Custom Software Deliverable to ensure proper inter-operation with all prior software Deliverables, interfaces and other components that are intended to inter-operate with such Custom Software Deliverable, and will include Regression Testing, volume and stress testing to ensure that the Custom Software Deliverables are able to meet the State's projected

growth in the number and size of transactions to be processed by the Application and number of users, as such projections are set forth in the applicable Statement of Work.

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

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

2.253 Approval of Deliverables, In General

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

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

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

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

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

The State, at any time and in its own discretion, may halt the UAT or approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable

Deliverable to Contractor for correction and re-delivery prior to resuming the review or UAT process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

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

2.254 Process for Approval of Written Deliverables

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

2.255 Process for Approval of Custom Software Deliverables

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

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

For the Custom Software Deliverables listed in an attachment, the State Review Period for conducting UAT will be as indicated in the attachment. For any other Custom Software Deliverables not listed in an attachment, the State Review Period shall be the number of days agreed in writing by the parties (failing which it shall be forty-five (45) days by default). The State Review Period for each Custom Software Deliverable will begin when Contractor has delivered the Custom Software Deliverable to the State accompanied by the certification required by this **Section** and the State's inspection of the Deliverable has confirmed that all components of it have been delivered.

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

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

2.256 Final Acceptance

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

2.260 Ownership

2.261 Ownership of Work Product by State

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

2.262 Vesting of Rights

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

2.263 Rights in Data

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

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

2.264 Ownership of Materials

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

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

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

2.280 Extended Purchasing

2.281 MiDEAL (Michigan Delivery Extended Agreements Locally

Public Act 431 of 1984 permits DMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: www.michigan.gov/buymichiganfirst. Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and pay the local unit of government, on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

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

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Deliverables

2.301 Software

A list of the items of software the State is required to purchase for execution the Contract is attached. The list includes all software required to complete the Contract and make the Deliverables operable; if any additional software is required in order for the Deliverables to meet the requirements of this Contract, such software shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Statement of Work or Contract Change Notice). Attachment 1 also identifies certain items of software to be

provided, installed, and configured by the State no later than the time period specified in the Detailed Project Plan.

2.302 Hardware

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

2.303 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.304 Equipment to be New and Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024.**

2.310 Software Warranties

2.311 Performance Warranty

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

2.312 No Surreptitious Code Warranty

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

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

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

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

2.313 Calendar Warranty

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

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

2.314 Third-party Software Warranty

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

2.315 Physical Media Warranty

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

2.320 Software Licensing

2.321 Cross-License, Deliverables Only, License to Contractor

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

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor

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

2.323 License Back to the State

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

2.324 License Retained by Contractor

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

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

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

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

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

2.325 Pre-existing Materials for Custom Software Deliverables

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

2.330 Source Code Escrow

2.331 Definition

"Source Code Escrow Package" shall mean:

(a) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;

(b) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or

(c) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

2.332 Delivery of Source Code into Escrow

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

2.333 Delivery of New Source Code into Escrow

If at anytime during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the Licensed Software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

2.334 Verification

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

2.335 Escrow Fees

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

2.336 Release Events

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

(a) The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

(b) The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;

(c) The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

2.337 Release Event Procedures

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

(a) The State shall comply with all procedures in the Escrow Contract;

(b) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract;

(c) If the release is a temporary one, then the State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

2.338 License

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

2.339 Derivative Works

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

Article 3

Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Contracts

3.000 Sub-Recipients Requirements

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

3.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

3.020 Buy American Requirement (Section 1605)

3.022 Required Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions**. As used in this Section 3.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

(1) Is wholly the growth, product or manufacture of a Designated Country; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

(1) Is wholly the growth, product or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) ***Domestic preference*.**

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of $7,433,000 or more.

(2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 3.022(b) does not apply to the material listed by the Federal Agency as follows:

_____

[**List applicable excepted materials or indicate "none"**]

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) ***Request for determination of inapplicability of Section 1605 of the ARRA.***

(1) Request for determination of inapplicability

(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data.

To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:	_____	_____	_____
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.
Include other applicable supporting information.
*** Include all delivery costs to the construction site.**

3.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) ***Definitions.***

"Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public

building and public work," and "steel," as used in this Section, are defined in Section 3.022(a).

(b) ***Requests for determinations of inapplicability.***
A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 3.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) ***Evaluation of project proposals***.
If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) ***Alternate project proposals.***

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 3.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 3.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 3.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

3.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at http://www.gpo.gov/davisbacon/mi.html.

3.040 Inspection & Audit of Records

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

3.050 Whistle Blower Protection for Recipients of Funds

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a

contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

3.060 Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

3.070 Fixed Price- Competitively Bid

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

3.080 Segregation of Costs

Contractor shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

3.090 Publication

All contract solicitations funded in whole or in part with ARRA funds will be posted on the www.bid4michigan.com website. All contracts resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

3.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

3.110 Non- Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

3.120 Prohibition on Use of Funds

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

3.130 False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

3.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

3.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

Attachment 1 – Enterprise Architecture Solution Assessment Form

Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (vendor version)	
1	***Hosting***	***Comments***
✓	Internally Hosted	
	Externally Hosted	
	Internally & Externally Hosted	
	N/A (Not Applicable)	
2	***User Interface Type***	***Comments***
✓	Browser	Microsoft Internet Explorer 6x and above are supported, all other browsers are unsupported.
	Client	
	Mobile Browser	
	Mobile Client	
	Terminal	
	Other	
	N/A (Not Applicable)	
3	***System Interface Type***	***Comments***
	EDI	
	Flat File	
	Web Service	
	XML	
✓	Other	System Interface is accomplished through a .Net API
	N/A (Not Applicable)	
4	***Type of System Integration***	***Comments***
✓	Internal	
	External	
	Both Internal & External	
	N/A (Not Applicable)	
5	***Method of Access***	***Comments***
✓	Internet	The solution can be accessed via the internet. Application authentication is provided via Microsoft Active Directory. Any required security can be implemented via SSL and supplied by the SOM.
✓	Intranet	The solution's intended access method is via intranet wherein authentication is performed silently.
	LG Net	
	Public facing internet	
	UT Net	
	VendorNet	
✓	VPN	The solution can be accessed via intranet once a successful VPN connection is made. All VPN hardware and software required will be supplied by the SOM.
	Other	
	N/A (Not Applicable)	

Select all that apply ✓	Enterprise Architecture Solution Assessment	
	Architecture Overview (continued)	
6	***Data Audit Trail Implementation***	***Comments***
✓	Application Code	Auditing targets are controlled via application code.
	Database Audit Files	
	Database Triggers	
✓	Stored Procedures	
✓	Other	Audit records are maintained in the database.
	N/A (Not Applicable)	
7	***Development Language***	***Comments***
	.NET Framework 1.1 (standard)	
✓	.NET Framework 2.x (standard)	The solution has been developed using the .Net 2.0 framework, but is compliant with the .Net 3.0 and .Net 3.5 frameworks.
	ASP.NET 1.1 (standard)	
✓	ASP.NET 2.x (standard)	
	Java (JDK) 1.4 (standard)	
	JavaScript (standard)	
	MS Visual Basic 2003 (VB) (standard)	
✓	MS Visual Basic 2005 (VB) (standard)	Customized web controls have been written for the solution in Visual Basic .Net 2005
	MS Visual C# 2003 (standard)	
✓	MS Visual C# 2005 (standard)	All solution source except for above noted web controls is written in Visual C# 2005
	MS Visual C++ 2003 (standard)	
	MS Visual C++ 2005 (standard)	
	Oracle Forms 10g (standard)	
	Oracle PL/SQL 10g (standard)	
	PHP 4.x (standard)	
	PHP 5.x (standard)	
✓	XHTML 1.0 (standard)	
✓	XML/XSLT (standard)	There are system components authored in XML.
✓	Other (Explain)	JavaScript and Cascading Style Sheets are used extensively in the solution UI
	N/A (Not Applicable)	
8	***Database***	***Comments***
	DB2 8.x (standard)	
✓	MS SQL Server 2005 (standard)	SQL Server 2005 software will be supplied by the SOM.
	Oracle 10g (standard)	
	TeraData A28V2R6.1 (standard)	

Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (continued)	
9	***Database Modeling Tools***	***Comments***
	Rational Rose Data Model 7.0 (standard)	
	Erwin 7.0 (standard)	
	Oracle Designer 10g (standard)	
	Toad 8.x (standard)	
	Toad 9.0 (standard)	
✓	Other (Explain)	Microsoft Visio 2003 & Microsoft Visio 2007
	N/A (Not Applicable)	
10	***Development Platform***	***Comments***
✓	.Net (standard)	
	Java J2EE (standard)	
	Oracle (standard)	
	Other (Explain)	
	N/A (Not Applicable)	
11	***Presentation (Web) Server***	***Comments***
	Apache HTTPD 2.2.x (standard)	
	Citrix 4.0 (standard)	
	IBM IHS 6.0 (standard)	
	IBM IHS 6.1 (standard)	
✓	Microsoft IIS 6.0 (standard)	The solution can also be deployed on Microsoft IIS 7.0
	Sun ONE Web Server (standard)	
	Other (Explain)	
	N/A (Not Applicable)	
12	***Application Server***	***Comments***
	IBM WebSphere 6.0 (standard)	
	IBM WebSphere 6.1 (standard)	
	JBoss 4.0.x (standard)	
✓	Microsoft IIS 6.0 (standard)	The solution can also be deployed on Microsoft IIS 7.0
	Other (Explain)	
	N/A (Not Applicable)	
13	***HW Platform***	***Comments***
	Dell (standard)	
	HP (standard)	
	IBM AIX (standard)	
	Sun (standard)	
	Other (Explain)	
	X86 Virtualization (VCoE) (standard)	
✓	N/A (Not Applicable)	Any platform that supports Internet Explorer 6x and above is compatible with the solution.

Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (continued)	
14	***Server OS***	***Comments***
	AIX 5.3 (standard)	
	HPUX 11i (standard)	
	HPUX 11i v2 (standard)	
✓	Microsoft Windows 2003 (standard)	Windows operating system software will be supplied by the SOM.
	Novell Netware 6.5 (standard)	
	Redhat Linux Enterprise Server 3.0 (standard)	
	Sun Solaris 10 (standard)	
	Sun Solaris 9 (standard)	
	Suse Linux Enterprise 10 (standard)	
	Other (Explain)	
	N/A (Not Applicable)	
15	***CRM***	***Comments***
	Siebel (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
16	***Document Management***	***Comments***
	Filenet (standard)	
	Vignette Application Portal (standard)	
	Vignette V7 (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
17	***Centralized Printing***	***Comments***
	DMB consolidated print center (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
18	***Fax Server***	***Comments***
	GW Fax	
	Other (Explain)	
✓	N/A (Not Applicable)	
19	***Testing Tools***	***Comments***
	Compuware Vantageview 8.5 (standard)	
	Mercury Quality Center 8.2 (standard)	
	Rational Suite 7 (standard)	
✓	Other (Explain)	Cruise Control Automated Build Server with: - NUnit (Source Testing) - Selenium (Web UI Testing)
	N/A (Not Applicable)	

Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (continued)	
20	***Identity Management***	***Comments***
✓	Active Directory 2003 (standard)	Web site access is controlled via Active Directory
	e-Dir 8.7.3.9 (standard)	
	Tivoli Access Manager v4.1 (standard)	
	Tivoli Identity manager 4.5.1 (standard)	
✓	Other (Explain)	Content access is controlled via Database
	N/A (Not Applicable)	
21	***Project Management***	***Comments***
	Clarity 8 (standard)	
✓	MS Project 2003 (standard)	
	Rational 7.0 (standard)	
	Niku 6 (standard)	
✓	Other (Explain)	Version One
	N/A (Not Applicable)	
22	***Requirements Gathering***	***Comments***
	Rational Requisit Pro 7.0 (standard)	
	Serena RTM 5.6 (standard)	
✓	MS Office (XP/2003) including Visio (standard)	
	SUITE/SEM templates	
✓	Other (Explain)	Version One
	N/A (Not Applicable)	
23	***Design Tools***	***Comments***
	Rational Rose 7.0 (standard)	
✓	Visio 2003 (standard)	
✓	Other (Explain)	Microsoft Visual Studio - Class Designer - Schema Designer
	N/A (Not Applicable)	
24	***Version Control***	***Comments***
	Rational Clear Case 7 (standard)	
	Subversion 1.4 (standard)	
✓	Other (Explain)	Microsoft Visual Source Safe
	N/A (Not Applicable)	
25	***Message Queuing***	***Comments***
	Websphere MQ 6.x (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	

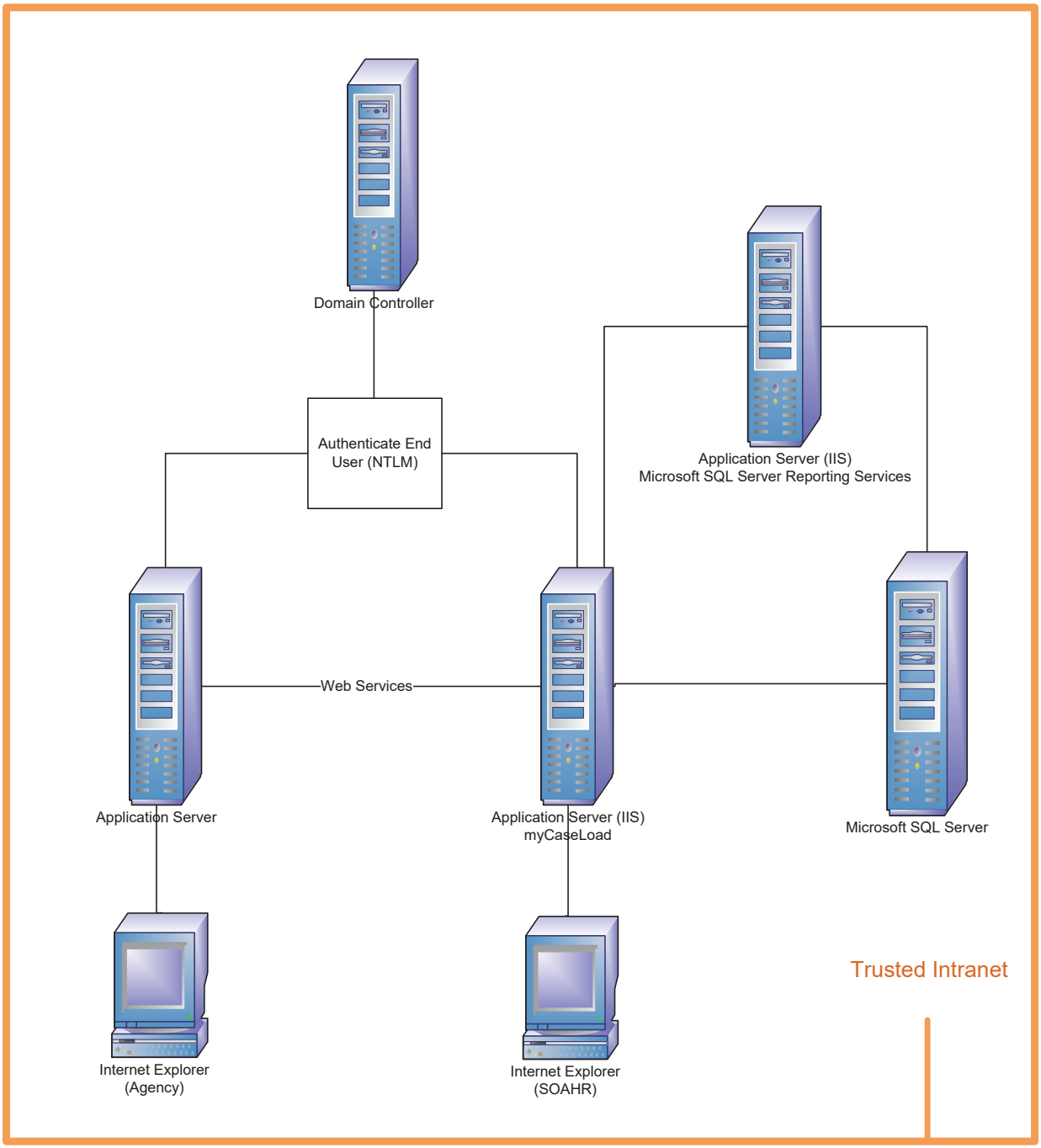
Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (continued)	
26	***Business Integration***	***Comments***
	BizTalk 2006 (standard)	
	Websphere Message Broker 6.0 (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
27	***Database Tools***	***Comments***
✓	MS SQL Server Enterprise Manager (standard)	
	Oracle Enterprise Manager 10g (standard)	
	Teradata Utilities 5380 (standard)	
	Teradata Utilities 5450 (standard)	
	Toad 8.x (standard)	
	Toad 9.0 (standard)	
✓	Other (Explain)	SQL Server Management Studio (2005)
	N/A (Not Applicable)	
28	***Reporting Tools***	***Comments***
	ActivePDF (standard)	
	ActiveReports 1.0 (standard)	
	ActiveReports 2.0 (standard)	
	Crystal Reports 10 (standard)	
	Crystal Reports 11 (standard)	
	Jasper Reports (standard)	
✓	MS SQL 2005 Reporting Services (standard)	
	Oracle Reports 10g (standard)	
✓	Other (Explain)	Ad-Hoc report documents are available in the following formats: Plain Text, Office 97-03, Microsoft OOXML (DOCX), Portable Document Format (PDF), and HTML,
	N/A (Not Applicable)	
29	***End-User Tools***	***Comments***
	Business Objects (BO) 10 (standard)	
	Business Objects (BO) 11 (standard)	
	Oracle Discoverer 10g (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
30	***Deployment Tools***	***Comments***
	Serena Mover (standard)	
✓	Microsoft Visual Studio (standard)	
✓	Other (Explain)	NullSoft Scripted Install System

Select all that apply ✓	Enterprise Architecture Solution Assessment Architecture Overview (continued)	
31	***Build Tools***	***Comments***
	Apache Ant 1.7 (standard)	
	Serena Changeman Builder (standard)	
✓	MS Visual Studio (standard)	
	Other (Explain)	
	N/A (Not Applicable)	
32	***Job Schedulers***	***Comments***
	Tidal Enterprise Scheduler 3.0 (standard)	
	OpCon XPS ver 3.31.02 (standard)	
	BL/Sched ver 5.0 (standard)	
	ECS ver 5.5 (standard)	
	HAPS ver 1.7 (standard)	
	Zeke ver 5.3.1 (standard)	
✓	Other (Explain)	Microsoft Scheduler
	N/A (Not Applicable)	
33	***GIS Technologies***	***Comments***
	ArcIMS (standard)	
	ArcGIS Server 9.2 (standard)	
	ArcGIS Engine (standard)	
	ArcSDE (standard)	
	Other (Explain)	
✓	N/A (Not Applicable)	
34	**Centers of Excellence Services**	**Comments**
	Address Verification Service (standard)	
	Business Objects Reporting Service (standard)	
	Citrix Application Delivery (standard)	
	Extract Transform Load (ETL) (standard)	
✓	N/A (Not Applicable)	

Enterprise Architecture Solution Assessment

Server/Network Diagram (vendor version)

Diagrams are useful to illustrate the interaction of technologies. The "Server/Network Diagram" is intended to allow the EA (Enterprise Architecture) Core Team to understand the relationship between the system components. Below is an example illustrating the network components deemed necessary. Vendors may use their own format so long as adequate information is conveyed.



The SOM will supply all hardware and software for this project including server backup software/media, Visual Studio reporting tools, Windows Server operating systems, SQL Server, Exchange Server 2003+, Microsoft Office, Visio 2003+, Project 2003+, and network security.

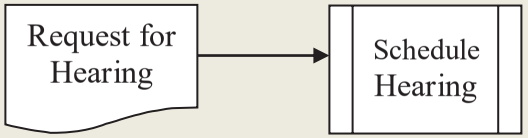
Attachment 2 – SOAHR Requirement Specifications

Legend:
M/O = Mandatory or Optional
Yes w/ Mod = Yes with Modifications

REQ Response Options:

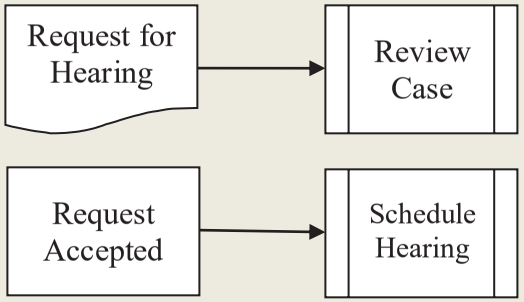
F. Currently provided as a standard feature
G. Not currently provided but is a planned enhancement or will be added at no additional cost and will be supported in future releases
H. Not currently provided but will be added at the additional cost detailed in the cost proposal and will require additional cost to transfer to future releases
I. Not currently provided but will be added at the additional cost detailed in the cost proposal and will be supported in future releases at no additional cost
J. Not supportable

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
51.	The system must be a web based system accessible by all SOAHR users with proper security privileges via the State of Michigan Intranet.	M	✓			A	myCaseLoad is a web-based system compatible with the Internet Explorer web browser and accessible from an intranet network. Users authenticated by the Michigan network and granted security privileges will gain access to myCaseLoad.
52.	Agencies and SOAHR's request for hearings must be entered into a web form for transmittal to the Case Management System.	M	✓			A	The E-Filing Frontend Module will be used to submit hearing requests.
53.	Each request for hearing must include Agency Code, Case Type, Sub Case Type, Hearing Type and Agency Case Identifier if one exists.	M	✓			A	These will be the minimum data requirements to request a hearing.
54.	The system must be able to assign a SOAHR Unique Identifier (Docket Number) to the case.	M	✓			A	The number generator in myCaseLoad is very flexible and will be able to generate a unique identifier (e.g. 2009-123). The format can be

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							consistent or specific to an agency or individual case types. An extended number can also be configured to include extra information such as county, agency code, or hearing type. This is often appreciated by ALJs and others who can get a snapshot of the case from a single identifier.
55.	The system must support flexible search criteria when searching for SOAHR cases with a Unique Identifier as well as Agency Unique Case Identifier, Claimant Name, Agency, Case Type, Case Sub Type and Hearing Type. If the Agency Unique Case Identifier is already in the system a warning should be given to the users.	M	✓			A	myCaseLoad provides many search screens to allow users to find their data from different avenues. For example, you can search for cases by number, party information, attorney name, issues, scheduled events, documents on file, completed tasks, etc. See the print screen in Appendix A labeled Advanced Search Criteria. When entering an agency case number, myCaseLoad will tell the user if a duplicate number exists for the agency.
56.	The system must be able to route a request for a hearing to the proper Schedulers, based on Case Type, through the work flow processes.	M	✓			A	An administrator can choose to define separate workflow timelines for each agency case type or a group of case types. Each individual timeline can indicate a specific Scheduler.  When a Request for Hearing document is entered, the proper Scheduler will be automatically assigned to the scheduling task(s).

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
57.	Status of each Case Management process must be viewable in a status screen within the application. (scheduled hearing, not scheduled, hearing held, etc)	M	✓			A	Every time a case hits a milestone and the case status is updated, myCaseLoad will record the status and the effective date of the change. This gives each user a historical snapshot on the current case. The case status history is also a valuable source of information when reporting on key performance indicators. See the print screen in Appendix A labeled Cases Status History.
58.	Using a scheduling tool, the system must be able to electronically schedule a hearing, hearing room, (ALJ) Administrative Law Judge, scribe if necessary and any special needs* for the hearing. *(hearing impaired, or other disabilities which the claimant may have)	M	✓			A	myCaseLoad provides scheduling and calendaring functions for an unlimited number of resources including ALJs, specific hearing rooms, security, scribes. A claimant can specify any special needs (e.g. language interpreter, wheelchair access) they may have. When the Scheduler sets the hearing date, they will be reminded of the special need.
59.	The system must be able to generate a notice of hearing template based on Agency and Case Type. (Notice of hearing goes out to all interested parties.)	M	✓			A	Notices of Hearing are prepared on the server from a user-defined Word template. The template can be defined for a single agency/case type. A generalized approach can also be taken in which a single template is used but the agency/case type specific paragraphs are pulled from the database. This is the preferred method to reduce template maintenance effort.
60.	Non SOAHR agency personnel must be able to access a status screen on a read only basis.	M		✓		B	A separate website will be established to provide read only access to case data for Non-SOAHR agency personnel. This is referred to as the "Community Website" in the Baseline System section above.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
61.	The system must keep a reportable log of all transactions as they occur for each docket number.	M	✓			A	Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier. The System Administrator can determine which areas of the system should be audited. Additionally, we encourage users to enter a short note when making entries. This is an optional step, but it has been found helpful to subsequent users looking at the modified record.
62.	All templates, for Orders, Decisions, Notices, etc. should be pre-populated with appropriate information.	M	✓			A	User-defined Microsoft Word templates are used in the preparation of orders, decisions, letters, etc. Each template includes hard-coded text, images, and formatting as well as data fields which will be populated from the database when the document is generated. The template writer can also assist the end-user by bookmarking areas of the document with questions which will require responses. myCaseLoad will scan the template for these bookmarks and request an answer for each of the bookmarked questions from the end user. Once the document has been pre-populated with appropriate information, the document will be streamed to the end-user to complete.
63.	Each hearing request, will display a status to whether it has been accepted by the case reviewer.	O	✓			A	The result (i.e. Request Accepted or Request Denied) will appear to the right of the Request for Hearing in the document list. See the print screen in Appendix A labeled Document List.
64.	A decision screen must be presented	M	✓			A	When a Request for Hearing document is

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	to the case review user to determine if the hearing request has merit to schedule a hearing or if other action is necessary.						entered, the workflow engine can assign the Case Reviewer to accept or reject the request.  When the Case Reviewer has verified the case's validity and entered the Result (i.e. Request Accepted or Request Denied), the Review Case task will automatically be completed.
65.	The SOAHR user must be able to **override the systems preset section based on** Agency, Case Type, and Case Sub Type.	M					It is not understood what "the systems preset section" is.
66.	The system must be able to print documentation such as, default orders to a selected system printer available to users.	M	✓			A	Once a user has generated a document (e.g. default order) they can select a system printer to send the completed document.
67.	SOAHR users must be able to enter results and outcomes of the hearings into the system.	M	✓			A	The event (e.g. hearing, motion, reconsideration hearing, etc.) result is entered as a result type with result effective date and subject text. The subject text is a narrative which can be defaulted based upon the result type and modified by the end-user. The result date may occur before the event date when the event is cancelled or a continuance is granted.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
68.	The system must be able to attach electronic files/documents to a case.	M	✓			A	One or more electronic files (e.g. decisions, exhibits, digital recordings, images) can be attached to a document entry. A document with attachments will appear with a paperclip icon on the Document List. A case can have an unlimited number of documents. See the print screen in Appendix A labeled Document List.
69.	The system must record compliance with timelines and notify users of action(s) required. For example hearing has been held, but judge's orders have yet to be issued.	M	✓			A	When an action is performed in myCaseLoad, the workflow engine can create one or more tasks for completion based upon the timelines defined for the agency and case type. The task(s) will have a due date automatically calculated based upon legislated timelines or internal best practices. If the task is not completed by the calculated (or extended) due date, myCaseLoad will generate reminder email message(s) with user-definable text and recipients.
70.	The Administrative Law Judge (ALJ) must be able to issue a case decision based on Agency, Case Type and Case Sub Type.	M	✓			A	When a document template is chosen for preparation of a decision, the choice of templates will be filtered by agency, case type and sub type.
71.	The system must allow schedulers to schedule multi-booking cases (high percentage of claimants do not show, therefore multiple cases are booked for the same judge on the same date, time and location).	M	✓			A	Multiple individual cases and related cases can be booked together in a single scheduled "Session" for the same date(s), time, ALJ, venue and other resources. Cases with a status of "Awaiting Scheduling" can be grouped together by attorney on an on-line report. This will give the Scheduler the option to book all of the attorney's cases on a single day or session.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							Procedures are required to determine what the over-booking factor should be. myCaseLoad can tell the Scheduler when the session is considered "full" according to SOAHR scheduling practices.
72.	The system must allow the user to close the request into a close status without losing information pertinent to the case.	M	✓			A	No information is lost when closing a case. If the case is later re-opened, even the original disposition information will be retained.
73.	The system must support amendments to notices (hearings, final decisions, etc.).	M	✓			A	Amended documents are handled by myCaseLoad clients by defining a separate "amended" document types (e.g Amended Final Order and Decision) and recording a note on the original document that it has been amended.
74.	The system must support the ability to re-schedule a hearing.	M	✓			A	Once the hearing result has been entered (e.g. cancelled, adjourned, continued) the Scheduler can book a future hearing date. An unlimited number of events (e.g. hearing, motion, settlement conference, etc.) can be scheduled for a single case. See the print screen in Appendix A labeled Event List.
75.	The system must support the scheduling of adjournments to hearings.	M	✓			A	Once the hearing result has been entered (e.g. cancelled, adjourned, postponed) the Scheduler can book a future hearing date.
76.	The system must be able to interface with Microsoft Outlook.	M	✓			A	There are multiple interface points between myCaseLoad and Outlook. A user can expect to receive information in their Outlook inbox from the following processes: • They requested a report based upon a schedule (e.g. monthly statistical report)

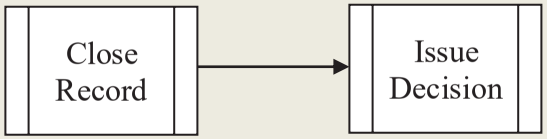
#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							• They received a reminder of an overdue task assigned to them or their staff • They received an automatically generated document (e.g. default order, scheduling notice, etc.) when they made an "action" entry (e.g. activity, document, assignment, etc.) in myCaseLoad
77.	The system should be able to accomplish bi-directional synchronization with Microsoft Outlook in regards to scheduling, hearings, judges and recorders.	M	✓			A	This is provided by the Microsoft Exchange Interface detailed in the proposal section labeled Microsoft Exchange / Outlook.
78.	The system must allow for changes to the hearing schedule.	M	✓			A	The hearing schedule can be changed. By default, the first scheduled case will be assigned an order number of one. Each additional case will be assigned the next sequential number. At any time the calendar order or any other schedule property can be changed. There is a "Reorder Events" tool to assist the user with this process.
79.	The system must allow for re-prints to all notices (final decision, hearing, adjournment, etc.)	M	✓			A	When a document is generated and further editing is not required (e.g. notices), it can be automatically attached to the case in a publishable format (e.g. Acrobat PDF). If the document requires further editing (e.g. decisions), they can be generated, completed off line, and then uploaded to the case. Either way, the actual document that was sent out is attached to the case, so viewing or re-printing the document is possible. It does not have to be re-generated.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
80.	The system must be able to record claimants who failed to appear for their scheduled hearing.	M	✓			A	When recording the event result, the attendance can also be recorded. See the print screen in Appendix A labeled Event Attendance.
81.	The user must be able to select "Default Order" template based on Agency, Case Type and Case Sub Type.	M	✓			A	When a document template is chosen for preparation of an order (e.g. Default Order), the choice of templates will be filtered by agency, case type and sub type.
82.	The system must be able to affix electronic signatures to the generated order/decision.	O	✓			A	The System Administrator can upload one scanned signature per resource (e.g. ALJ). The signature can be affixed to a generated document (e.g. order, decision) provided the user has been granted security privileges.
83.	The system must support the ability to select the appropriate decision order template, based on case type and select a system printer available to the user.	M	✓			A	When a document template is chosen for preparation of an order (e.g. Decision Order), the choice of templates will be filtered by case type. Once a user has generated a document, they can select a system printer to send the completed document.
84.	The system must support the ability to schedule a post hearing event.	M	✓			A	Events can be scheduled after the hearing event has concluded (e.g. a Reconsideration Hearing in the same case) or the case has been closed. See the print screen in Appendix A labeled Event List.
85.	The system must support the ability to close the case file which is based on Agency, Case Type and Case Sub Type.	M	✓			A	Based upon Appendix 2 (i.e. To Be Process), SOAHR needs to be able to retain or return the case file based upon the agency (e.g. DHS, DCH). The workflow process can be tailored to a specific agency or case type.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
86.	The system must support the reopening of a docket for remand.	M	✓			A	When a closed case is remanded, the Wizard Engine will ask the user for the case number, create a new case, relate the two cases, and copy parties over to the new case.
87.	The system must support the reopening of a docket for re-hearing.	M	✓			A	Even though the case is reopened, the original disposition information will be retained in the Location History table. After the re-hearing, a second case disposition will be recorded.
88.	The system must support the reopening of a docket for reconsideration.	M	✓			A	Even though the case is reopened, the original disposition information will be retained in the Location History table. After the reconsideration hearing, a second case disposition will be recorded.
89.	The system must provide system administration access for designated SOAHR staff.	M	✓			A	Users are assigned to one or more Security Roles. A Security Role is assigned the Application Right to perform administration tasks.
90.	The System Administrator must be able to add and delete users.	M	✓			A	The System Administrator can add, maintain and inactivate users. Users are not deleted from the system, since they are still connected to their notes, audit trail and other tables. The inactive user's network id can be removed by the Network Administrator.
91.	The system must allow the System Administrator to establish role based security.	M	✓			A	Users are assigned to one or more Security Roles. Privileges are assigned to Security Roles. A user's rights are considered the sum of the rights of their Security Roles.
92.	The system must be able to record and report on transaction audit trails. For example, log what a user changed and when the change was	M	✓			A	Every insert, update or delete transaction can be logged into the database for later reporting. The log includes the transaction timestamp, user identifier, and record identifier.

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	made.						The System Administrator can determine which areas of the system should be audited.
93.	The system must require user name and password for login and conform to the State of Michigan login security standards.	M	✓			A	myCaseLoad uses Active Directory to authenticate all users. When a user logs into the State of Michigan network or SSO system, they will not need to login again.
94.	The system must provide an automated password recovery process.	M	N/A			A	Not Applicable: myCaseLoad does not store user passwords. We will follow the State of Michigan login security standards. When a user logs into the State of Michigan network or SSO system, they will not need to login again.
95.	The system must allow for the System Administrator to manage user accounts.	M	✓			A	Once the Network Administrator has created a network login with sufficient network privileges, the myCaseLoad Administrator will be able to manage the user accounts and their application privileges.
96.	The system must allow for System Administrator to run administrative reports.	M	✓			A	Each report can have its own security profile. The System Administrator(s) can be configured to run the administrative reports.
97.	The system must be able to generate ad-hoc reports, with a user supported interface that allows flexible selection criteria.	M	✓			A	Ad hoc reports are created via the Report Builder tool which can be accessed from the myCaseLoad main menu.
98.	The system must have a user configurable work-flow process.	M	✓			A	The myCaseLoad solution uses the Workflow Designer tool to graphically model processes. The models are grouped together into "Timelines" and assigned to one or more agency case types.
99.	The system must be able to track and generate reminders. (due dates, tasks, statutory limitations of cases and	M	✓			A	When an action is performed (e.g. document is filed), the workflow engine can automatically create one or more tasks with calculated due

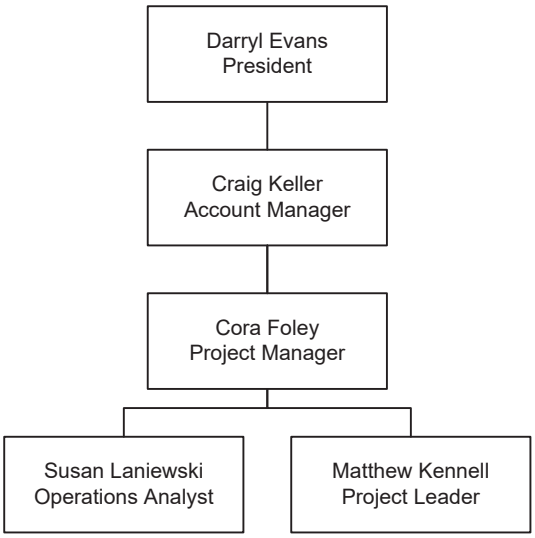
#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
	other timeline standards for events.)						dates. If the task is delinquent, a reminder email can be generated and sent to the resource responsible for the task completion (or someone else).
100.	The system must be able to generate a case certification of records from a list of templates based on Case Type. (Certified mail is sent to the claimant to ensure they have been notified.)	M	✓			A	When a document template is chosen for preparation of a certificate or record, the choice of templates will be filtered by case type.
101.	The system must allow users to run pre-defined role based reports.	M	✓			A	Each user will belong to one or more network roles (e.g. myCaseLoad Admin, SOAHR DHS User). The access level of each report can be configured based upon these roles. A user will only be able to access the reports they are able to run.
102.	The system must allow processing time entry and tracking by case, to support reporting SOAHR staff hours to the agencies.	M	✓			A	Each activity entry for a case can identify: • what was done • when was it done • what resource did the work • how long did it take Each resource type indicates the charge out rate for each hour. A report can easily be prepared and scheduled to automatically run periodically (e.g. monthly) for each agency summing up the activities performed and the time spent. A viable method of backdating activity entries should be considered. This is necessary to handle activity entries that are entered for the preceding period after the agency has already been billed. There are two common options: • Do not record when the activity was

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							performed. Instead record the entry date (today). The report will be prepared after business hours immediately following the period (e.g. June 2009). • Record when the activity was performed. When the agency is billed, also update the activity entries to record the billing date. If an activity entry is made in the subsequent period for work performed in the preceding period, the activity will included in the next billing period.
103.	The system must allow time tracking between **close of record and decision issuance.**	M	✓			A	When the record is closed, the workflow engine will create a task named "Issue Decision" with a target due date calculated as X days from the date of closure.  When the decision is issued, the completion date will be recorded automatically.
104.	**The system must allow for time tracking between all** events based on Case Type. For example, time limits on scheduling	O	✓			A	The workflow engine will create tasks when actions are performed in myCaseLoad. The tasks are created based upon the time limits specified for each case type.
105.	The system must include a plan for the last full offline backups of all data.	M	N/A			A	Not Applicable: This requirement is not thoroughly understood, but it appears to be a solution requirement rather than a system requirement. The recommendation is to not file new cases until after a successful backup has been confirmed. These procedures are rarely implemented, but have some merit and

#	Requirement	M / O	Yes	Yes with Mod	No	REQ Response	Comments
							should be considered.
106.	System needs to support 200 users, approximately 50 concurrent, located at offices across the State. Of the 200 users, 100 will be create, read, update and delete users and the remaining 100 will be read only.	M	✓			A	myCaseLoad can support over 200 users including 50 concurrent users. Each user can be related to a specific office across the State. The myCaseLoad licensing model differentiates users who require full data rights versus query (or read only) rights.
107.	Two electronic copies of Technical Manuals	M		✓		B	The CaseLoad "technical manuals" need some work and will be expanded to include: • Setup and Admin Guide for Internet Information Server (IIS) • Admin Guide for Reporting Services • Admin Guide for SQL Server • Configuration Guide for Delinquency Notice Check application • Web Service Reference Guide (API) These materials will be prepared and two electronic copies will be provided.
108.	Two electronic copies of Data Element Dictionary	M	✓			A	The data dictionary is supplied with the installed software. It is a series of hyperlinked web pages.
109.	Two electronic copies of Operations Manual	M	✓			A	CaseLoad will supply two electronic copies of our Application Administrator Guide.
110.	Vendor to provide updates of documentation during the term of the contract, software license and maintenance agreement	M	✓			A	CaseLoad will provide updates of documentation during the term of the contract. They will also provide a software license and maintenance agreement.
111.	The Vendor needs to provide "train the trainer" training - Class room training at one location for up to 10 people	M	✓			A	CaseLoad will provide "train the trainer" training for up to 10 people at one location. The training may be conducted as two groups of students. Any JAD sessions will include all 10 representatives.

Attachment 3 – Organization Chart

Lines of Authority



Project Roles

Darryl Evans
- Serves as Senior Consultant on the Implementation Project
- Contracting contact

Craig Keller
- Serves as Client Advocate within CaseLoad after the Implementation Project

Cora Foley
- Serves as Project Manager on the Implementation Project
- Single point of contact (SPOC) on-site

Susan Laniewski
- Serves as Business Analyst on the Implementation Project
- JAD Facilitator and other Senior BA roles

Matthew Kennell
- Serves as Technical Lead on the Implementation Project
- Senior Architect and Technical Resource Coordinator

Attachment 4 – Pricing Tables

	Contract
Table 1: Summary	
Business Requirements Gathering	44,272.00
COTS Package (Table 9)	384,782.00
Implementation	138,744.00
Integration	40,308.00
Installation	9,108.00
Testing	-
Interfaces/Integration	-
Customization of COTS Package	16,320.00
Software Tools Licenses	-
Servers Hardware	-
Servers Software	-
Training (Table 5)	16,264.00
Post-Warranty Maintenance (Table 6)	431,983.50
Knowledge Transfer/Transition (Table 7)	9,600.00
Reserve Bank of 500 Hours (Table 8)	76,000.00
Total Project Cost	1,167,381.50

Table 5: Training	
Train-the-Trainer training	10,192.00
End user training	-
Technical Training	6,072.00
Total	16,264.00

Table 6: Post-warranty Maintenance	
First Year	83,009.50
Second Year	84,669.00
Third Year	86,363.00
Fourth Year	88,090.00
Fifth Year	89,852.00
Total	431,983.50

Table 7: Knowledge Transfer / Transition	
Updated Turnover Plan	1,920.00
Final Turnover Report	1,920.00
Knowledge Transfer Reports	1,920.00
Updated Application Source Code Artifacts	1,920.00
Updated Documentation	1,920.00
Total	9,600.00

Table 8: Labor Rates for Optional "Reserve Bank for 500 Hours"	
Project Management	222.00
Business Analysts	100.00
System Analysts / Sr. Consultants	220.00
Programmers / Developers	182.00
System Administrators	253.00
Testers	100.00
Technical Writers	120.00
System Architects	253.00
Total	76,000.00

Table 9: COTS Licenses (Modules and Licenses)	
myCaseLoad Base Module w/ 30% Discount [1]	19,950.00
E-filing Frontend Module w/ 30% Discount [1]	13,965.00
E-filing Backend Processor w/ 30% Discount [1]	9,975.00
Full Text Search Module w/ 30% Discount [1]	2,660.00
Public Access License w/ 30% Discount [1]	6,650.00
Exchange Base Module w/ 30% Discount [1]	6,650.00
Exchange Module Extension (Unlimited) [2]	-
Workflow Designer w/ 30% Discount [3]	1,932.00
User License (Enterprise) [4]	323,000.00
Total	384,782.00

1 This license covers a "production environment" defined as a distinct database established and configured for the use of an organization within a live business operation. The Licensee is authorized, and is advised, to establish a test environment to validate the fitness of any subsequent software update provided by the Contractor before the said update is installed on the Licensee's "production environment". The Licensee is authorized to establish a training environment of the Software System to assist with user education of the Software System. The Licensee is authorized to establish a backup environment of the Software System to be used in a disaster recovery situation.

2 The licensee is granted an unlimited number of Exchange Module Extensions at no additional cost.

3 This license covers one "named user" defined as a specific identifiable person that accesses the Software System.

4 This license covers an unlimited number of users connected to the SOAHR environments (i.e. production, test, training, and/or backup).

APPENDIX 3
Unemployment Insurance Agency Interface Fields

Decision Fields:

Appeal Docket #
Claimant SSN
Claimant First Name
Claimant Middle Initial
Claimant Last Name
Claimant Address
Claimant City
Claimant State
Claimant Zip
Employer Name
Employer Additional Name
Employer Address 1
Employer Address 2
Employer City
Employer State
Employer Zip

Hearing City
Hearing Date
Date of Appeal
Appellant
Section
Date of Redetermination
Judge Number
Judge Name

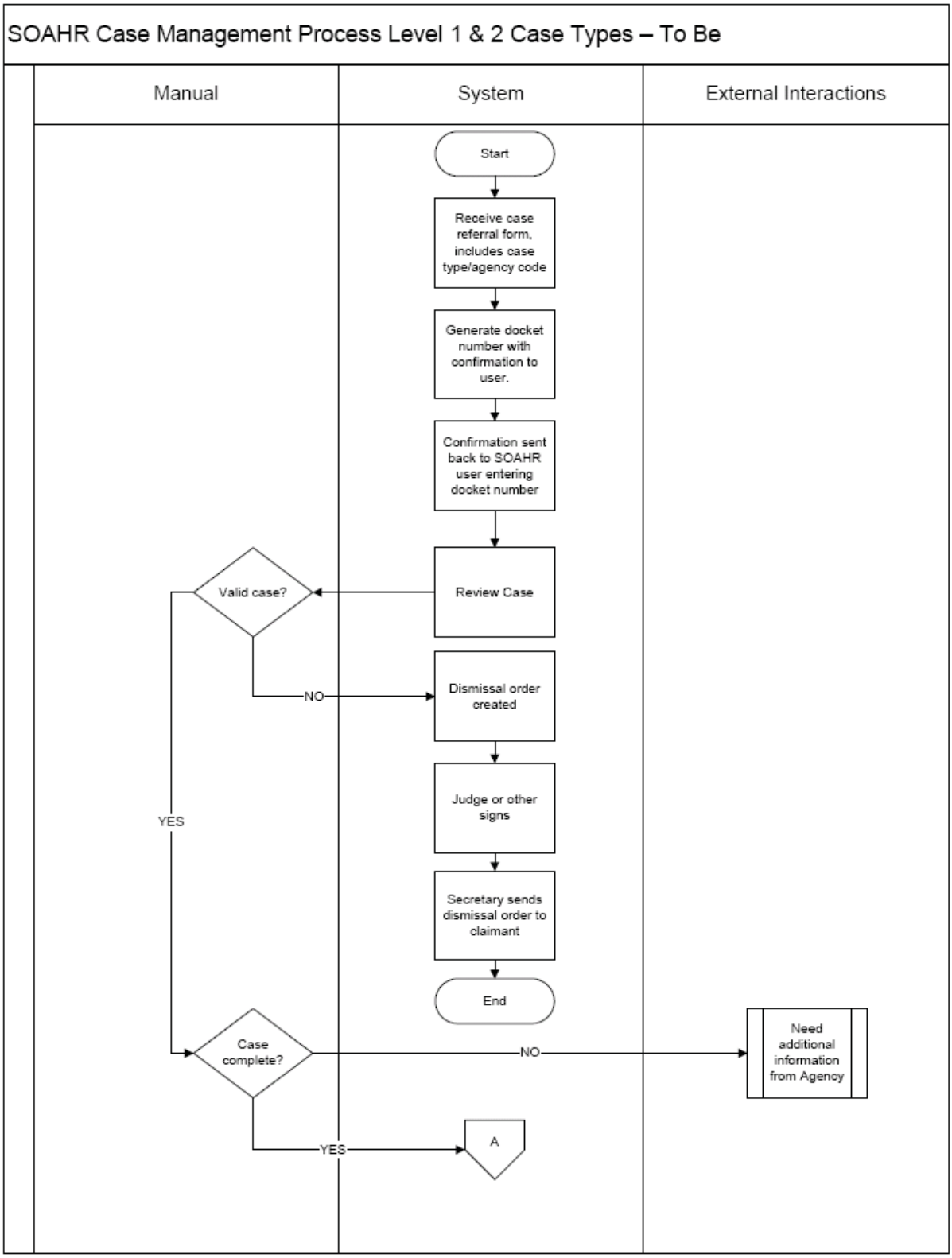
Notice Fields:

Case/Docket/File Number
Program
Year
Sequence
Remand
Social Security number
Issue
Agent State
Section of Law
Section of Law2
Section of Law3
Adjudication Type
Adjudication Date
Section explanation1
Section explanation1 - line 1
Section explanation1 - line 2
Section explanation1 - line 3
Section explanation2
Section explanation2 - line 1
Section explanation2 - line 2
Section explanation2 - line 3
Section explanation3
Section explanation3 - line 1
Section explanation3 - line 2
Section explanation3 - line 3

Date Filed/Received
Mail Print Date
Hearing Scheduled Date
Hearing Held Date
Hearing Time
Hearing Bldg/Location
Addl Bldg/Location
Hearing Street
Hearing City
Hearing State
Hearing zip1
Hearing zip2
In Person or Phone
Hearing Held?
Adjournment Reason/Code
Adjournment Counter
Adjourned On:
Judge_initials/Identifier
Jurisdiction Code
Restitution Indicator
IB Indicator
Conclude Indicator
Multi Claimant Counter
Control Unit
Mail Print Counter
Branch Office Number
Multi Claimant Code
Comments1
Comments2
Appellant
Claimant First Name
Claimant Middle Initial
Claimant Last Name
Claimant Address/ line 1
Claimant City
Claimant State
Claimant Zip1
Claimant Zip2
Claimant\Petitioner Telephone #
Employer Number
Employer Name
Employer Name2
Employer Address1
Employer Address2
Employer City
Employer State
Employer Zip1
Employer Zip2
Employer Telephone #
Leaving to Accept Employer Number
Leaving to Accept Employer Name

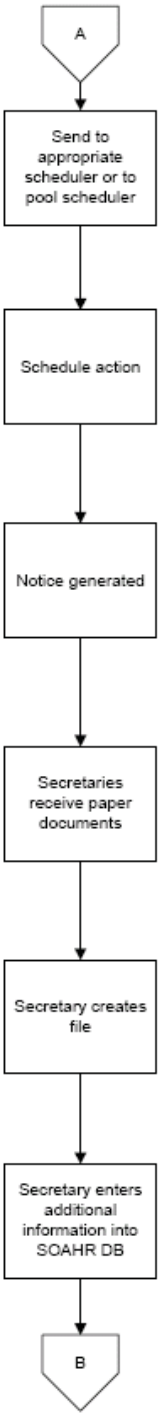
Leaving to Accept Employer Name2
Leaving to Accept Address1
Leaving to Accept Address2
Leaving to Accept City
Leaving to Accept State
Leaving to Accept Zip
Leaving to Accept Zip2
Interested Party 1 Name
Interested Party1 Address
Interested Party1 City
Interested Party1 State
Interested Party1 Zip
Interested Party1 Zip2
Interested Party 2 Name
Interested Party2 Address
Interested Party2 City
Interested Party2 State
Interested Party2 Zip
Interested Party2 Zip2
Other Party 1 Name
Other Party1 Address
Other Party1 City
Other Party1 State
Other Party1 Zip
Other Party1 Zip2
Other Party 2 Name
Other Party2 Address
Other Party2 City
Other Party2 State
Other Party2 Zip
Other Party2 Zip2
Leaving to Accept Employer Number
Leaving to Accept Employer Name
Leaving to Accept Employer Name2
Leaving to Accept Address1
Leaving to Accept Address2
Leaving to Accept State
Leaving to Accept Zip
Leaving to Accept Employer Number
Leaving to Accept Employer Name
Leaving to Accept Employer Name2
Leaving to Accept Address1
Leaving to Accept Address2
Leaving to Accept State
Leaving to Accept Zip
Leaving to Accept Zip2
Decision Date/Date Closed
Decision/Closure Code
Modified Code
Final Issue Code

Appendix 2

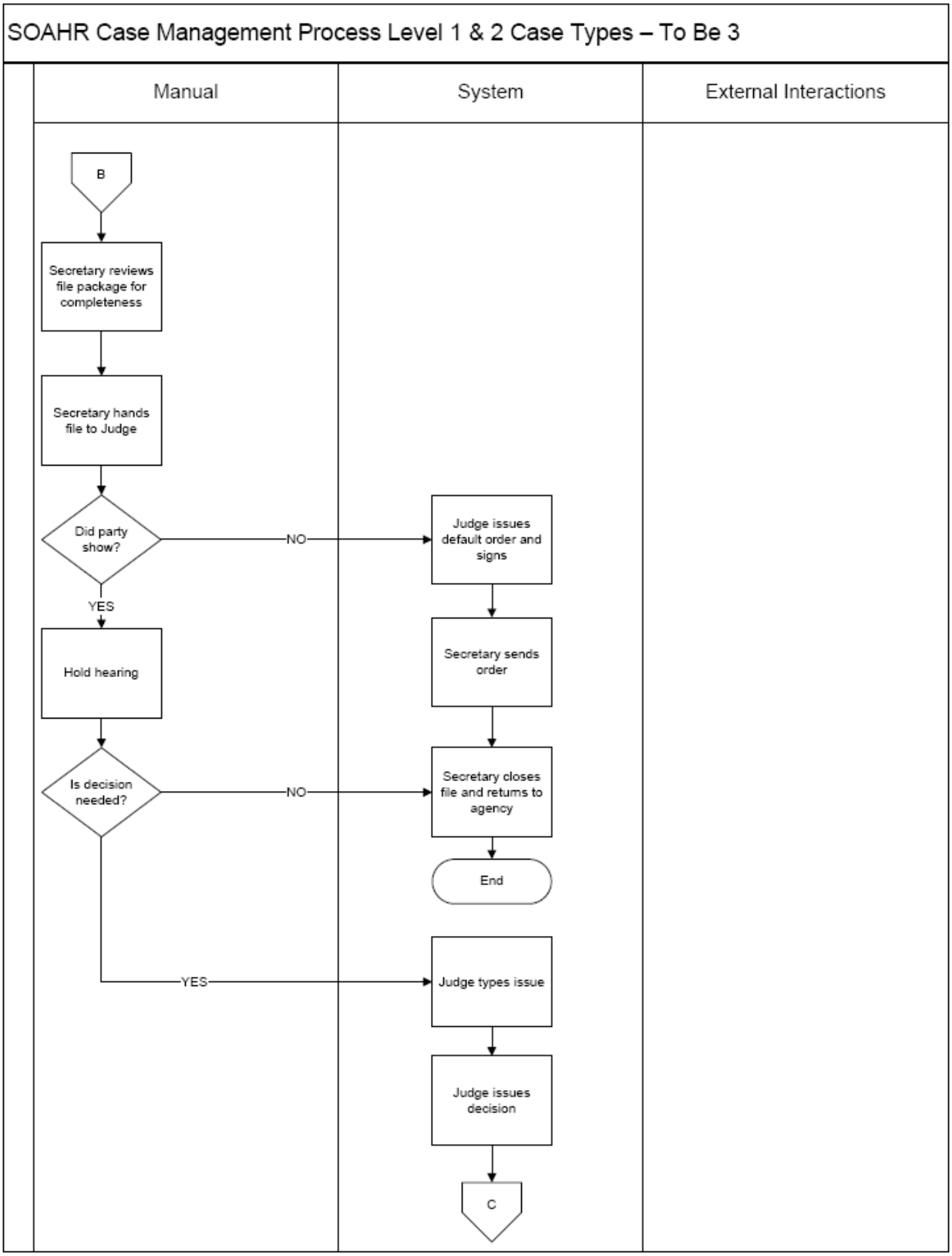

SOAHR Case Management Process Level 1 & 2 Case Types – To Be
Manual
System
External Interactions
Start
Receive case referral form, includes case type/agency code
Generate docket number with confirmation to user.
Confirmation sent back to SOAHR user entering docket number
Review Case
Valid case?
NO
Dismissal order created
Judge or other signs
YES
Secretary sends dismissal order to claimant
End
Case complete?
NO
Need additional information from Agency
YES
A

Appendix 2

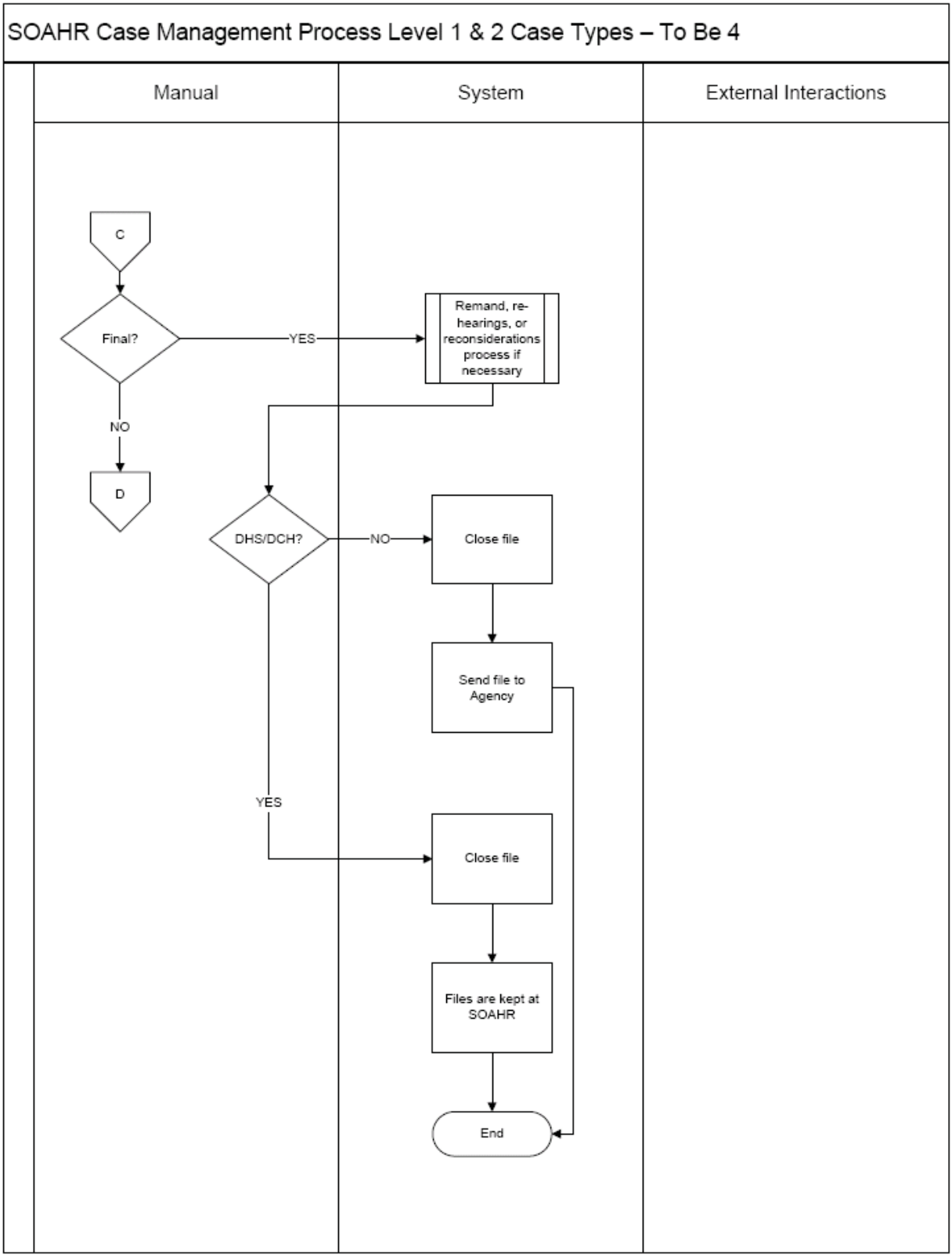
SOAHR Case Management Process Level 1 & 2 Case Types – To Be 2

Manual	System	External Interactions
		

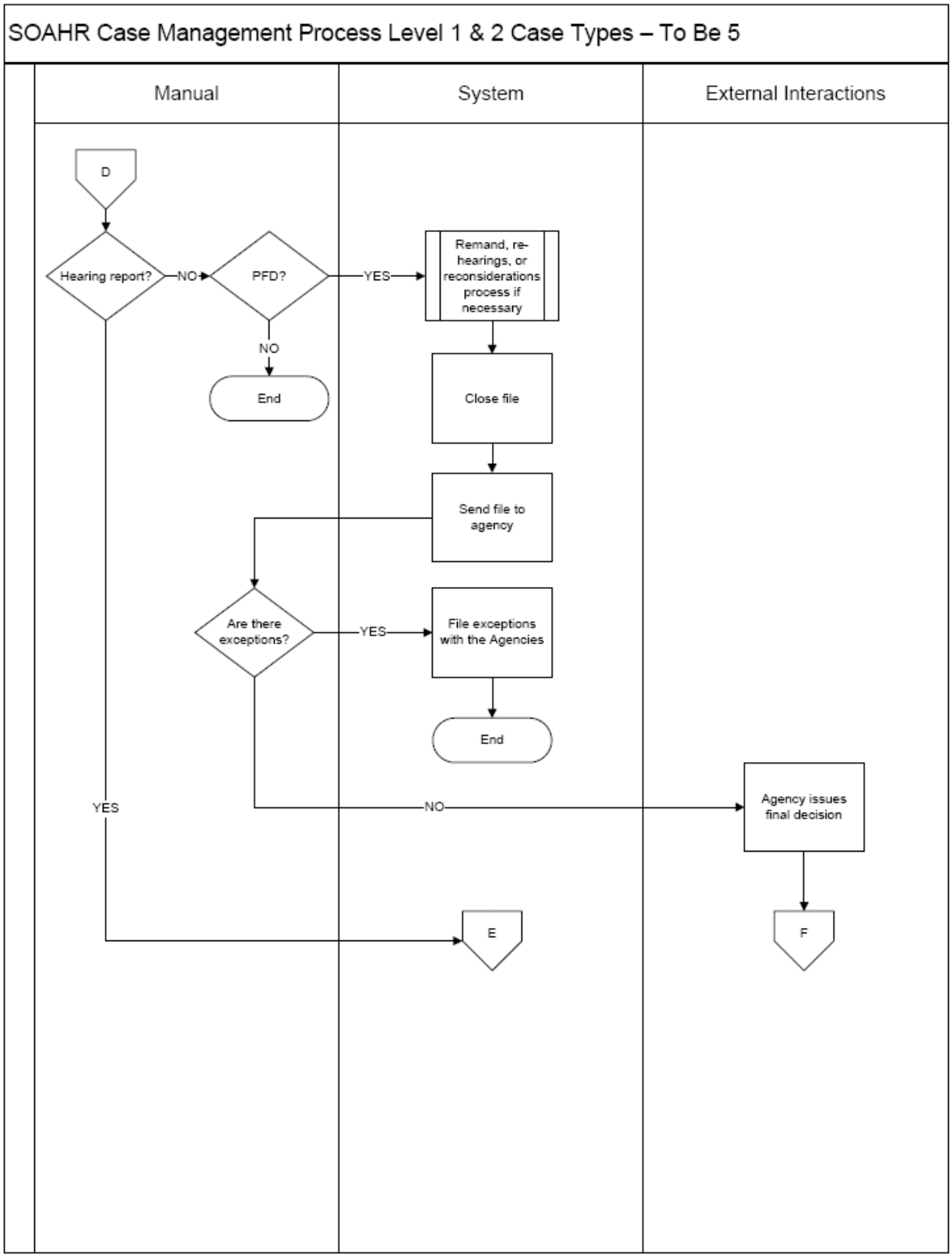
Appendix 2


SOAHR Case Management Process Level 1 & 2 Case Types – To Be 3
Manual
System
External Interactions
B
Secretary reviews file package for completeness
Secretary hands file to Judge
Did party show?
NO
Judge issues default order and signs
YES
Hold hearing
Secretary sends order
Is decision needed?
NO
Secretary closes file and returns to agency
End
YES
Judge types issue
Judge issues decision
C

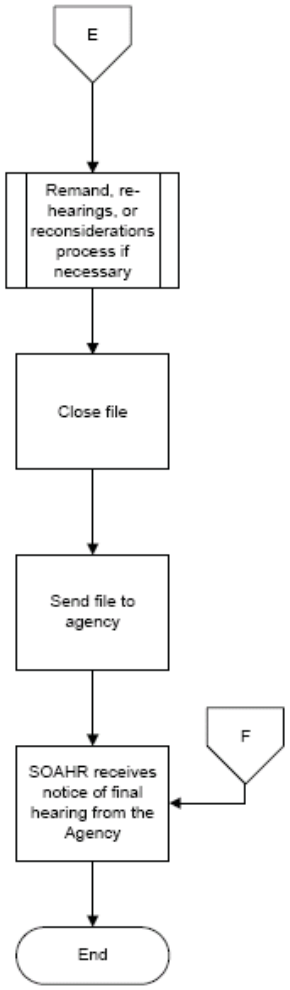
Appendix 2


SOAHR Case Management Process Level 1 & 2 Case Types – To Be 4
Manual
System
External Interactions
C
Final?
YES
Remand, re-hearings, or reconsiderations process if necessary
NO
D
DHS/DCH?
NO
Close file
Send file to Agency
YES
Close file
Files are kept at SOAHR
End

Appendix 2


SOAHR Case Management Process Level 1 & 2 Case Types – To Be 5
Manual
System
External Interactions
D
Hearing report?
NO
PFD?
YES
Remand, re-hearings, or reconsiderations process if necessary
NO
End
Close file
Send file to agency
Are there exceptions?
YES
File exceptions with the Agencies
End
YES
NO
Agency issues final decision
E
F

Appendix 2

SOAHR Case Management Process Level 1 & 2 Case Types – To Be 6

Manual	System	External Interactions